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烟台北方安德利果汁股份有限公司

Yantai North Andre Juice Co., Ltd.*

(a joint stock limited company incorporated in the People's Republic of China)

(Stock code : 02218)

**VOLUNTARY ANNOUNCEMENT
ANNOUNCEMENT ON EXECUTION OF
STRATEGIC COOPERATION FRAMEWORK AGREEMENT**

This announcement is made by Yantai North Andre Juice Co., Ltd.* (the “**Company**”) on a voluntary basis.

The board of directors of the Company (the “**Board**”) and all the directors (the “**Directors**”) warrant that there are no false representations or misleading statements contained herein, or material omissions from this announcement, and accept legal responsibilities for the truthfulness, accuracy and completeness of this announcement.

Important Highlights:

- **The execution of the Strategic Cooperation Framework Agreement is a framework and intentional agreement between both parties based on their willingness to cooperate. The implementation of the project is subject to uncertainty due to various factors such as policy, market and prior approval, the Company will enter into separate agreements if there are any further arrangements in the future, and the Company will fulfil the corresponding information disclosure obligations according to the progress of the relevant matters. Investors are advised to pay attention to the investment risk.**
- **The execution of the Strategic Cooperation Framework Agreement is a framework document for both parties to carry out strategic cooperation, which does not involve any specific amount, and the impact on the Company's operating results for the current and future years is subject to the promotion and implementation of specific projects.**

The Company entered into the Strategic Cooperation Framework Agreement (the “**Framework Agreement**” or the “**Agreement**”) with the People's Government of Yichuan County, Yan'an City (the “**Yichuan County Government**”) on 11 May 2024. Details are set out below:

I. Basic Information on the Execution of the Framework Agreement

(i) Basic information on the counterparty to the Agreement

1. Counterparty: Yichuan County People's Government, Yan'an City, Shaanxi Province
2. Nature: People's governments at the county level
3. Related relationship with the Company: Yichuan County Government has no related relationship with the Company.

(ii) Time, place and manner of the execution of the Agreement

The Agreement is executed in writing by the Company and the Yichuan County Government on 11 May 2024 at the Yichuan County Government.

(iii) Consideration and decision-making procedures that have been fulfilled for the execution of the Agreement

The Agreement is a framework agreement and is not required to be submitted to the Board or the general meeting for consideration. The execution of the Agreement does not constitute a related party transaction, nor does it constitute major asset reorganisation as stipulated in the Administrative Measures of Major Asset Reorganisation of Listed Companies. For the subsequent implementation of the investment matters and the execution of the relevant formal agreement, the Company will fulfil the corresponding decision-making approval and information disclosure procedures in accordance with the relevant provisions of the Rules Governing the Listing of Stocks on the Shanghai Stock Exchange and the Articles of Association of the Company.

II. Main contents of the Framework Agreement

(i) Names of the parties to the transaction

Party A: Yichuan County Government

Party B: Yantai North Andre Juice Co., Ltd.*

(ii) Background and objectives of cooperation

In order to make full use of the resource advantages of Yichuan County, Yan'an City and to accelerate the development of apple industry in Yan'an City, according to the Civil Code of the People's Republic of China and other relevant laws and regulations, in the spirit of mutual benefit, good faith cooperation, common development, equality and voluntariness, through the arm-length negotiation between Party A and Party B, the following co-operation intention was reached in

relation to the investment and construction of juice concentrate production project of Party B in Yichuan County:

(iii) Contents of cooperation

The parties intended to make full use of Party A's advantages in resource allocation, industrial support policies and Party B's advanced technology, management experience and market, to carry out all-round and multi-level cooperation in the investment and construction of juice concentrate projects, etc., to actively promote the development of apple industry in Yichuan County and to drive the local farmers to sustained increase in production and income.

(iv) Rights and obligations of Party A

1. Party A assists Party B to handle the pre-construction of the project for the record and filing, planning and siting, industrial and commercial registration, certification and engraving of seals, tax registration and environmental assessment, safety assessment, fire and other related procedures, costs involved shall be borne by Party B.
2. Party A assists Party B in dealing with the contradictions and disputes encountered during the construction of the project to ensure that the project is successfully completed and put into use.
3. Subject to the national laws and regulations and policies of Shaanxi Province, Yan'an City and Yichuan County, Party B's investment projects can enjoy the local preferential policies for investment promotion, Party A actively supports the investment behaviour of Party B, creates excellent investment and development environment, provides relevant preferential policies. The specific terms of the relevant support policies shall be entered into by both parties in the separate supplementary agreement.
4. The construction site provided by Party A for Party B shall access five utility services and land levelling, and shall complete the foundation reinforcement and fence construction that can withstand floods and geological disasters.
5. Party A has set up a project task force responsible for coordinating with various administrative departments of Yichuan County and higher administrative approval bodies to provide one-stop assistance to Party B to smoothly promote the construction process of planning approval, commencement of work permits, acceptance of the construction project and other related formalities.

(v) Rights and obligations of Party B

1. Party B intends to invest in the fruit juice concentrate project in Yichuan County, and shall carry out the construction, production and business activities with an independent legal person company registered in Yichuan County, and conduct tax registration in Yichuan County. Party B's production and operation activities shall comply with the relevant laws of the People's Republic of China.

2. Party B obtains the state-owned industrial construction land use right of the project site in accordance with the law, and Party A provides the land with access to five utility services and land levelling.
3. Party B appoints professional institutions to design the overall planning of the project plant and plant design according to the project demand, and the overall style of the project construction shall be in line with the requirements of Yichuan County and the park's planning and construction requirements, and reports to the planning and construction departments for approval and filing.
4. Party B's project construction shall comply with national environmental protection, safety, fire and related industrial policy requirements.
5. All of the above matters shall be subject to the fulfilment of the various deliberation/approval procedures required for a listed company by Party B.

(vi) Other agreements

1. The parties negotiate to resolve problems encountered in cooperation, set up special working groups, meet and communicate from time to time.
2. The Agreement is a framework agreement, and the parties may negotiate separately or enter into a supplementary agreement in accordance with the progress of cooperation on the matters not covered in the Agreement. The supplementary agreement has the same legal effect as the Agreement.

(vii) Dispute resolution

Disputes arising in the course of the fulfilment of the Agreement shall be resolved through consultation between the parties, and in the event that consultation fails, Party A and Party B shall have the right to file a lawsuit with the People's Court of Yichuan County.

III. Impact on listed company

The execution of the Strategic Cooperation Framework Agreement with the Yichuan County Government, the new juice concentrate production line on the integration of Yichuan County apple resources, is in line with the Company's strategic planning of ploughing into the main industry. If the Agreement can be effectively implemented, from the perspective of long-term development, the promotion of the project will further enhance the Company's competitiveness in the industry, and will have a positive impact on the Company's future development.

The execution of the Agreement will not lead to any change in the main business or scope of operation of the Company, and will have no impact on the independence of the Company, and there will be no damage to the interests of the Company and its shareholders.

The execution of the Agreement does not constitute a notifiable transaction of the Company under Chapter 14 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

IV. Risk alerts

(i) The implementation of fruit juice concentrate production project is subject to uncertainty due to various factors such as policy, market and prior approval.

(ii) The Agreement is a cooperation framework agreement, which is the basis for the execution of a formal project investment agreement between the parties. Subsequent specific investment matters shall be subject to further negotiation between the parties and shall be subject to the formal project investment agreement to be entered into by the parties under the premise of the Framework Agreement.

(iii) Specific investment arrangements, such as the construction of projects involved in the Agreement, will be determined by the parties through separate negotiations and are subject to uncertainty.

(iv) The cooperation is based on the needs of the Company's overall development strategy and its judgement on the market prospects of the fruit juice concentrate industry. However, the development trend of the industry, changes in market conditions, etc. are uncertain and the impact on the Company's future performance is uncertain.

(v) This is a cooperation framework agreement and is subject to uncertainty, if the formal cooperation agreement is entered into and the project is formally launched, the Company will fulfill the corresponding decision-making and approval procedures and information disclosure obligations according to the progress of the specific cooperation and in accordance with the laws and regulations and other relevant provisions. Investors are advised to pay attention to the investment risk.

By order of the Board
Yantai North Andre Juice Co., Ltd.*
Wang An
Chairman

Yantai, the PRC, 12 May 2024

As of the date of this announcement, the executive Directors are Mr. Wang An, Mr. Wang Yan Hui, Mr. Wang Kun and Ms. Wang Meng, the non-executive Director is Mr. Liu Tsung-Yi, and the independent non-executive Directors are Mr. Gong Fan, Ms. Wang Yan and Mr. Li Yao.

** For identification purpose only*