

Stock Code: 600352

Stock Name: Zhejiang Longsheng

Announcement No.: 2025-049

Zhejiang Longsheng Group Co., Ltd.

Announcement Regarding the Share Repurchase by the Holding Subsidiary

DyStar and the Company's Acquisition of Minority Shareholders' Interests in DyStar

The Board of Directors and all directors of the Company guarantee that the contents of this announcement do not contain any false records or misleading statements.

Or, if there are any major omissions, the party shall bear legal responsibility for the authenticity, accuracy and completeness of its content.

Important information:

• Brief Summary of the Transaction

Given the ruling by the Singapore International Commercial Court regarding the Company's acquisition of DyStar Global Holdings (Singapore) Limited (to... Transactions involving minority shareholders' equity assets of DyStar (hereinafter referred to as "DyStar") are subject to certain time restrictions to ensure the full realization of the rights and interests of shareholders.

Having acquired a controlling stake in DyStar, the company is now simultaneously initiating a targeted share repurchase program for DyStar ("Repurchase Shares" or "This Repurchase").

The acquisition of shares) and the acquisition of minority interests in DyStar by the Company (the "Share Acquisition", in conjunction with the current share buyback)

The purchase of shares (hereinafter collectively referred to as the "Transaction") means that DyStar will conduct a targeted repurchase of shares from its shareholder KIRI INDUSTRIES.

KIRI Limited (hereinafter referred to as "KIRI") holds a 20% stake in DyStar.

DyStar is required to pay KIRI a repurchase payment of US\$426,519,921.56; simultaneously, the company designated Annoroad... Xue (Hong Kong) Limited, Sidley Austin International Capital Limited and/or other wholly-owned subsidiaries designated by the Company

The company acquired the remaining 17.57% stake in DyStar held by KIRI Corporation for US\$275,954,485.13.

The total transaction amount is US\$702,474,406.69, with a settlement date of December 31, 2025.

The calculated amount for the day will be adjusted for interest rate changes if the settlement date changes.

The transaction amount exceeded the acquisition amount of RMB 696,547,800 approved by the company's 19th meeting of the 9th Board of Directors.

The price in US dollars was reduced due to interest adjustments resulting from the delayed settlement date. (Company, Shengda International Capital Limited) (hereinafter referred to as "Shengda"), DyStar and the receiver Deloitte Singapore SR&T Restructuring Services Pte Ltd (formerly Deloitte Financial Advisors Pte Ltd, the "Receiver") signed a Framework Agreement.

KIRI Corporation, DyStar, and the receiver signed a Share Repurchase Agreement.

The signing of the Amendment and Restatement Agreement to the Share Purchase Agreement (hereinafter referred to as the "Share Purchase Agreement") clarifies...

All matters related to this transaction.

This transaction does not constitute a related-party transaction.

This transaction does not constitute a major asset restructuring.

ÿ Approvals and other related procedures still required for the implementation of the transaction

The transaction amount is within the authority of the company's board of directors and does not require submission to the company's shareholders' meeting for review.

The share purchase has been approved by the board of directors and shareholders of DyStar.

Other risk matters that investors need to pay close attention to.

This transaction is actually a concurrent alternative to the company's previous acquisition of minority shareholder interests in DyStar, and is subject to the following conditions.

The Singapore International Commercial Court's decision to extend the final deadline for the transaction and other orders (if any).

Prior to the completion of this transaction, the acquisition plan had been filed with the National Development and Reform Commission and the Ministry of Commerce.

This transaction will be automatically terminated; if this transaction were completed, the company's previous plan to acquire 37.57% of DyStar's shares would be terminated.

This transaction will be terminated and replaced by the proposed alternative. The proposed transaction was terminated because the purchase cost exceeded the cost of acquiring 37.57% of DyStar's shares.

The purchase will reduce the company's net assets by the corresponding net asset value. Investors are advised to be aware of the investment risks.

I. Transaction Overview

(I) Basic Information of this Transaction

1. Overview of this transaction

The transaction was initiated by a ruling from the Singapore International Commercial Court ordering the complete sale of DyStar shares, with the company acting as...

The controlling shareholder of DyStar, holding 62.43% of its shares, intends to purchase the remaining portion of DyStar's shares.

The acquisition of shares, making it a wholly-owned subsidiary of the company, thus completely resolved the company's dispute with KIRI regarding DyStar.

Litigation issues related to shares. The company held its 19th meeting of the 9th Board of Directors via teleconference on May 29, 2025.

The meeting reviewed and approved the "Proposal on the Purchase of 37.57% Stake in DyStar Global Holdings (Singapore) Pte Ltd".

The resolution to purchase 37.57% of the issued share capital of DyStar held by KIRI was submitted for a consideration of [amount missing].

US\$696,547,800 and any adjustments made on or after the closing date (if any). On the same day, the Company and

KIRI Company (signed by the receiver's representative) and the receiver signed the "Regarding DyStar Global Holdings (Singapore)..."

The Company has entered into a share purchase agreement for 37.57% of the issued share capital of the Limited Company. For details, please refer to the Company's announcement dated May 2025.

The company disclosed the "Announcement Regarding the Purchase of Assets" (Announcement No.: 2025-021) on March 31. Subsequently, the company...

Report and file with the National Development and Reform Commission and the Ministry of Commerce.

Given that the Singapore International Commercial Court has a ruling on the company's acquisition of minority shareholder equity assets in DyStar...

To ensure the company can achieve full ownership of DyStar within the stipulated timeframe, the company will [do something] on December 12, 2025.

The fourth meeting of the tenth board of directors was held via teleconference, and the "Proposal on the Establishment of the Holding Subsidiary DyStar" was reviewed and approved.

The proposal to repurchase shares and acquire minority interests in DyStar was submitted. The company decided to simultaneously initiate the DyStar...

The targeted share repurchase and the company's acquisition of minority shareholders' interests in DyStar, namely, DyStar will repurchase its shares in a targeted manner.

KIRI Corporation holds a 20% stake in DyStar, and DyStar is required to pay KIRI Corporation a repurchase price.

US\$426,519,921.56; Meanwhile, the company designated Anno Chemical (Hong Kong) Limited and Sidley International...

Capital Limited and/or other wholly-owned subsidiaries designated by the Company to acquire the remaining shares of DyStar held by KIRI Company.

The acquisition of 17.57% of the shares was for a total consideration of US\$275,954,485.13. The total transaction amount was...

\$702,474,406.69, this amount is calculated with a settlement date of December 31, 2025.

If the settlement date changes, the transaction amount will be adjusted due to interest rate changes. (Company, Shengda, DyStar)

KIRI Corporation, DyStar, and the receiver signed a Framework Agreement and a Share Repurchase Agreement.

The company, KIRI, and the receiver signed a Share Purchase Agreement to simultaneously initiate a targeted share repurchase program for DyStar.

and the acquisition of shares (the Framework Agreement, the Share Repurchase Agreement, and the Share Purchase Agreement are collectively referred to as "this")

(Transaction documents).

2. Key elements of this transaction

Transaction details (multiple selections allowed)	<input type="checkbox"/> Purchase <input type="checkbox"/> Trade-in <input type="checkbox"/> Others, specifically: DyStar's targeted share repurchase. _____
Types of trading instruments (multiple selections allowed)	<input type="checkbox"/> Equity assets <input type="checkbox"/> Non-equity assets
Name of the transaction target	<u>DyStar will repurchase 20% of its shares, and the company will acquire 17.57% of DyStar's shares.</u>
Does it involve cross-border transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does this constitute industry consolidation? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transaction price	<input type="checkbox"/> Confirmed, specific amount (USD): 702,474,406.69 _____ <input type="checkbox"/> Not yet determined
Source of funds	<input type="checkbox"/> Own funds <input type="checkbox"/> Raised funds <input type="checkbox"/> Bank loans <input type="checkbox"/> Other: _____ <input type="checkbox"/> Full payment in
Payment Arrangements	<input type="checkbox"/> one lump sum, with agreed payment date: _____ <input type="checkbox"/> Installment payment plan, with agreed installment terms: <u>see below</u> (1) Within five (5) working days from August 12, 2025, submit to A margin of \$3,482,739 was paid into the escrow account. At settlement, the margin... The securities deposit and its accrued interest will be used to pay the closing consideration for this share acquisition.

	<p>(2) Within ten (10) working days from November 3, 2025</p> <p>An additional fee of \$5,112,156 was paid to the escrow account. At the time of settlement,</p> <p>The additional charges and accrued interest were used to pay for the closing of this share acquisition.</p> <p>Consideration.</p> <p>(3) Within five (5) working days from December 12, 2025</p> <p>An additional fee of \$5,000,000 will be paid to the escrow account. At the time of settlement,</p> <p>The additional charges and accrued interest were used to pay for the closing of this share acquisition.</p> <p>Consideration.</p> <p>(4) Before December 31, 2025, funds should be transferred to the escrow account or receiving...</p> <p>The repurchase consideration is paid from the custodian's account.</p> <p>(5) At the time of closing, the buyer shall deposit funds into the escrow account and/or the receiver's account.</p> <p>The account holder shall pay or cause to pay the full closing consideration and adjustments for this share acquisition.</p> <p>Amount (if any) (minus paid security deposit, additional fees and accrued expenses)</p> <p>Interest).</p> <p>(6) If, after the closing date, the receiver believes that the share acquisition has any issues,</p> <p>If the amount is adjusted, the buyer shall pay within ten (10) business days.</p> <p>Manage the account.</p>
<p>Whether to include performance-based earn-out clauses</p>	<p>Yes No</p>

(ii) Briefly describe the voting results of the Board of Directors in deliberating on the relevant proposals for this transaction.

The company held its fourth meeting of the tenth board of directors on December 12, 2025, via teleconference, to review...

The resolution regarding the targeted share repurchase by the holding subsidiary DyStar and the company's acquisition of minority shareholders' equity in DyStar was passed.

The resolution was passed with 9 votes in favor, 0 votes against, and 0 abstentions.

(iii) Approvals and other procedures still required for the transaction to take effect

The transaction amount is within the authority of the company's board of directors and does not require submission to the company's shareholders' meeting for review.

The share purchase has been approved by the board of directors and shareholders of DyStar.

II. Introduction of the counterparty

(a) Brief information about the seller in the transaction

Serial Number	Transaction Seller Name	Target of the transaction and equity ratio or share	Corresponding transaction amount (USD)
1	KIRI INDUSTRIES: 37.57% stake in DyStar.		702,474,406.69

	LIMITED		
--	---------	--	--

(ii) Basic information of the counterparty

1. The counterparty in the transaction

Name of legal entity/organization,	KIRI INDUSTRIES LIMITED
company registration	L24231GJ1998PLC034094
number, date of incorporation	1998/5/14
Registration address	7th Floor, Hasubhai Chambers, Townhall, Ellisbridge, Ahmedabad-380006, Gujarat, India
Main office address	7th Floor, Hasubhai Chambers, Townhall, Ellisbridge, Ahmedabad-380006, Gujarat, India
Managing Director,	Manishkumar P Kiri
Paid-in Share	60,022,554 shares
Capital, Actual	Production and trade of dyes, dye intermediates and basic chemicals
Beneficiary of Main Business	Manishkumar P Kiri and Anupama Manishkumar Kiri

There is no affiliation between KIRI Company and other companies.

III. Basic Information of the Transaction Target

(a) Overview of the Transaction Target

1. Basic information about the target of the transaction

The target of this transaction is a 37.57% stake in DyStar.

2. Ownership status of the target asset

The ownership of the target asset is clear. KIRI Company pledged the target asset to BNP Paribas as collateral for its subsidiary.

The company's loans are guaranteed. Apart from the aforementioned litigation and pledge situations, there are no other mortgages, pledges, or other encumbrances.

In cases where there are no restrictions on transfer, and no litigation, arbitration, or judicial measures such as seizure or freezing are involved, there is no obstruction.

Other circumstances that hinder the transfer of ownership.

3. Operational status of relevant assets

DyStar Group companies, through its wholly-owned subsidiary Shengda Holdings, hold 62.43% of the shares in its subsidiaries. The company appoints three directors...

The board of directors holds three-fifths of the shares, therefore DyStar is a subsidiary within the company's consolidated financial statements.

Since the company acquired a controlling stake at the end of 2012, operations have been running normally.

4. Specific information about the target of the transaction

(1) Transaction target

1) Basic Information

Legal entity/organization name	DyStar Global Holdings (Singapore) Limited
Company registration number	200922409R

Is it within the scope of consolidation of a listed company? Subsidiary	ÿ Yes ÿ No
Does this transaction result in the listed company <small>Changes in the scope of consolidated financial statements</small>	ÿYes ÿNo
Transaction methods	ÿ Pay cash to the counterparty ÿ Increase capital in the target company ÿOther, <u>_DyStar's targeted share repurchase_</u>
Date of	2009/12/1
Establishment,	Republic Square, 9 Raffles Place, Singapore
Registered Address, Main	Republic Square, 9 Raffles Place, Singapore
Office Address, Legal Representative	Ruan Weixiang
Registered capital	SGD 69,828,741, corresponding to 6,982,875 issued shares. share
2) Industry of	Manufacturing and selling textile dyes and chemical products and providing related services
main business	CE26 Chemical Raw Materials and Chemical Products Manufacturing

Prior to this transaction, the shareholding structure was as follows:

Serial	Shareholder Name	Issued shares:	Shareholding ratio
Number 1	Shengda	4,359,520 shares,	62.43%
	Post-	2,623,354 shares, 1	37.57%
	transaction equity structure	share	0.00001%

of KIRI Company 2 3 Huasheng Co., Ltd.:

Serial	Shareholder Name	Shareholding ratio of issued shares
Number 1	Shengda	4,359,520 1,396,575
2	DyStar Repurchase Account (Cancelled after Repurchase) 3	1,226,779 1
	Wholly-owned Subsidiary Designated by the	17.57%
Company 4	Huasheng Co., Ltd.	0.00001%

(II) Key Financial Information of the Transaction Target

1. Target Assets

Unit: US\$10,000

Name of the target asset	DyStar Global Holdings (Singapore) Limited
Type of underlying asset	Equity assets
Equity stake in this transaction (%): 37.57	
Has it been audited?	ÿ Yes ÿ No
Is the name of the auditing	Pannell Kerr ForsterÿNoteÿ
firm in accordance with the prescribed conditions? <small>accounting institutions</small>	ÿ Yes ÿ No

project	Q1-Q3 2025 September 30, 2025	2024/ December 31, 2024
Total assets	130,525.74	126,767.55
Total liabilities	21,180.58	25,500.91
Net assets	109,345.16	101,266.65
Operating revenue	53,527.23	75,255.43
Net profit	6,296.13	11,586.47
after deducting non-recurring gains and losses profit	6,159.81	10,348.85

Note: 2024 financial data is audited by Pannell Kerr Forster; Q1-Q3 2025 financial data is also available.

The financial data has not been audited.

IV. Valuation and Pricing of the Transaction Target

(a) Pricing details and basis

The pricing of this transaction was reached by the receiver and the company through fair negotiation, with reference to the target company.

It is determined by the valuation multiple of EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization).

(II) Analysis of the Reasonableness of Pricing

Valuation methods for equity acquisitions typically include the market approach (where cross-border mergers and acquisitions often use the EV/EBITDA valuation method).

Valuation methods include valuation metrics, income approach, and asset-based approach. The valuation of DyStar in this instance uses the comparable transaction EBITDA multiple.

This was derived through comparison and cross-checking with the income approach. The figure is based on an EV/EBITDA ratio of 8.6x and a 2024 earnings yield.

Based on normalized adjusted EBITDA of \$138 million, DyStar's enterprise value is estimated at \$1.187 billion.

An EV/EBITDA ratio of 8.6x is within a relatively common range for cross-border M&A. (Based on earnings...)

Based on valuation methods, DyStar's enterprise value is calculated to be between \$1.178 billion and \$1.288 billion. Taking all the above into consideration...

Methodological comparisons and cross-checks yielded an enterprise value of approximately \$1.178 billion to \$1.288 billion for DyStar.

US\$100 million. Given that DyStar had US\$600.6 million in cash as of December 31, 2024, cash and cash equivalents...

The initial investment was \$0.12 billion, and the estimated value of 100% of DyStar's shares is between \$1.791 billion and \$1.901 billion.

Meanwhile, considering that DyStar is a company with advanced dye and other chemical technologies and solutions...

A leading global enterprise, Dystech is one of the world's largest suppliers of textile dyes. Through years of development and integration, Dystech...

Da has production bases all over the world (covering Asia, Europe, and the Americas), a strong R&D center, and complete...

A robust sales and technical service network, whose products and services reach almost all major textile producing countries worldwide.

And brand owners. The "DyStar" brand enjoys an excellent reputation in the global textile industry, and its customer base includes numerous...

We have established long-term and stable partnerships with the world's top apparel brands, retailers, and textile manufacturers.

It has extremely strong adhesion.

The company's board of directors believes that, considering the different valuation methods mentioned above, the pricing of this transaction is relatively reasonable.

This transaction complies with relevant laws and regulations; it is conducted in accordance with international practices, and the company has considered...

The company will address relevant transaction risks and implement corresponding safeguards in the transaction agreement to protect the interests of small and medium-sized enterprises.

Shareholders' legitimate rights and interests; upon completion of this transaction, DyStar will become a wholly-owned subsidiary of the company. V. Main

contents and performance arrangements of the agreement

(I) Main contents and performance arrangements of the Framework Agreement

On December 12, 2025, the Company, Shengda, DyStar and the receiver signed a Framework Agreement.

1. Contract Parties

Zhejiang Longsheng Group Co., Ltd. (the Company) and SENDA INTERNATIONAL CAPITAL LIMITED

(Shengda), DYSTAR GLOBAL HOLDINGS (SINGAPORE) PTE. LTD. and MATTHEW

STUART BECKER, LIM LOO KHOON, TAN WEI CHEONG (the receiver).

2. Overall Arrangement of this Transaction

(1) This share repurchase transaction: The Company and Shengda shall, and shall ensure that their related parties and their respective directors and shareholders comply with the agreement.

The management team will take all necessary measures to ensure that the Share Repurchase Agreement related to this share repurchase is fulfilled.

The resolutions of DyStar's board of directors and shareholders shall be signed and provided to the receivership no later than December 12, 2025.

The person shall ensure that, no later than December 31, 2025, they provide the receiver with satisfactory evidence of the repurchase consideration.

Payment has been made to the escrow account or receiver's account.

(2) Regarding this share acquisition transaction: the Company and Shengda shall, and shall ensure that their related parties and their respective directors and employees are in compliance with the agreement.

The management team shall take all necessary measures to provide the receiver with a satisfactory solution no later than December 31, 2025.

The evidence provided proves that the share purchase consideration was paid in accordance with the terms of the Share Purchase Agreement. Nevertheless, in

Subject to the receiver's (reasonable actions) demand payment of the difference between the accrued interest and fees, the company and Shengda...

The company has the right to extend the payment period for the share acquisition consideration to January 31, 2026 (nevertheless, the company and Sheng...).

Datong will use its best efforts to ensure that the share acquisition transaction is completed as soon as possible and by December 31, 2025.

(3) If the share acquisition consideration and repurchase consideration were paid on or before December 31, 2025, in accordance with the Framework Agreement,

If the payment is made under the Agreement (the date referred to as the "actual payment date"), the parties shall negotiate in good faith to reduce and refund the amount.

Any excess of applicable interest and fees payable, the calculation of such interest and fees shall be up to the actual date of occurrence.

Payment date.

3. Termination of Arrangement

(1) If the Singapore International Commercial Court issues any instruction or order that results in the termination of the Framework Agreement or its subsequent termination, the provisions of this Agreement shall apply.

The transaction in question is invalid, void, unenforceable, or ineffective, or any changes or modifications that lead to receivership.

The person (acting reasonably) believes that implementing the Framework Agreement or the transaction involved therein is not reasonably likely (as soon as possible).

If the agreement is deemed to be in accordance with the relevant provisions, then the Framework Agreement will automatically and immediately terminate.

(2) In the event of any breach or non-compliance with the terms of this transaction document, the receiver may (reasonably)

(Act) The parties shall immediately terminate the Framework Agreement by giving written notice to all parties.

(3) The Framework Agreement is terminated in accordance with the above terms or due to any fault or breach of contract by the Company and/or Shengda.

In the event of termination for any reason other than non-compliance with the terms of this transaction document, the repurchase consideration and shares

The acquisition consideration has been paid, and the receiver should return the corresponding consideration as soon as possible.

(II) Main contents and performance arrangements of the Share Repurchase Agreement

On December 12, 2025, KIRI (signed by the receiver's representative) and DyStar and the receiver signed...

Sign the Share Repurchase Agreement.

1. Contract Parties

KIRI INDUSTRIES LIMITED ǃ KIRI ǃ ǃ ǃ DYSTAR GLOBAL HOLDINGS

(SINGAPORE) PTE. LTD. and MATTHEW STUART BECKER, LIM LOO KHOON,

TAN WEI CHEONG (the receiver).

2. Transaction Price

KIRI Corporation agreed to transfer its 20% stake in DyStar and all associated rights, dividends and benefits.

It was sold to DyStar for a repurchase price of US\$426,519,921.56.

3. Payment method and time limit

The repurchase consideration will be paid in cash, and will be deposited into an escrow account no later than December 31, 2025.

Receiver's account.

4. Prerequisites

Delivery is subject to the following conditions:

(1) The measures described in Article 3.1 of the Framework Agreement (i.e., Article 2(1) of Section 5 above)

The transaction has been completed, and the relevant documents and evidence have been received by the receiver;

(2) The measures described in Article 3.3 of the Framework Agreement (i.e., Article (a) 2(2) of Section 5 above)

The transaction has been completed, and the relevant documents and evidence have been received by the receiver;

(3) The Company or Shengda breaches any of its obligations under the Framework Agreement or any of the Framework Agreements.

In the event of a delay in the completion of the measures or transactions under this agreement, the receiver (acting reasonably) may request the company or Shengda to pay [amount].

The difference between the interest and fees payable has been paid (if any).

5. Delivery

After the preconditions are met, the delivery shall be made at a time and place agreed upon by all parties.

6. Termination

Any of the provisions of Article 10(a) of the Framework Agreement (i.e., Section 5, paragraph (a) 3(1) above)

The Share Repurchase Agreement will automatically and immediately terminate upon the occurrence of the first of the termination events. Upon termination, if the repurchase...

The price has been paid, and the receiver shall, as soon as possible, comply with Article 10(c) of the Framework Agreement (i.e., Section 5(a) above).

Article 3(3) The corresponding consideration shall be returned to DyStar.

(III) Main contents and performance arrangements of the Share Purchase Agreement

On December 13, 2025, the Company, KIRI Company (signed by the receiver's representative), and the receiver signed...

Share Purchase Agreement.

1. Contract Parties

Buyer: Zhejiang Longsheng Group Co., Ltd.

Seller: KIRI INDUSTRIES LIMITED

Receivers: Matthew Sturt Becker, Lim Loo Khoon, and Tan Wei Cheong

The buyer may give written notice to the receiver at least five (5) business days prior to the closing date, regarding its subsidiary Anno

Chemical (Hong Kong) Limited, Sidley International Capital Limited and/or other wholly-owned subsidiaries as the closing parties

The transferee.

2. Transaction Price

(1) As stated in Article 3.1 of the Framework Agreement (i.e., Section 5, paragraph (a) 2(1) above).

In the event that the measures and transaction are not completed, the buyer will acquire the seller's 37.57% stake in DyStar and its associated assets.

All rights, dividends and benefits, in consideration of a cash amount equivalent to the following:

- 1) US\$676,260,000 ("Basic Consideration");
- 2) US\$20,287,800 ("Additional Consideration", together with the Basic Consideration, the "Closing Consideration");
- 3) Any adjustment amount (if any) payable on or after the closing date.

(2) As stated in Article 3.1 of the Framework Agreement (i.e., Section 5, paragraph (a) 2(1) above).

Upon completion of the measures and the transaction, the buyer will acquire the seller's 17.57% stake in DyStar and related liabilities.

All rights, dividends and benefits, in consideration of a cash amount equivalent to the following:

- 1) US\$275,954,485.13 ("Settlement Consideration");
- 2) Any adjustment amount (if any) payable on or after the closing date.
3. Payment method and time limit

The consideration for the share acquisition will be paid in cash, and the payment schedule is as follows:

- (1) Pay 3,482,739 to the escrow account within five (5) business days from 12 August 2025.

Margin in US dollars. At settlement, the margin and its accrued interest are used to pay the settlement consideration.

- (2) Pay 5,112,156 to the escrow account within ten (10) business days from November 3, 2025.

Additional charges in US dollars. At settlement, these additional charges and accrued interest are used to pay the settlement consideration.

- (3) Pay 5,000,000 to the escrow account within five (5) business days from December 12, 2025.

Additional charges in US dollars. At settlement, these additional charges and accrued interest are used to pay the settlement consideration.

- (4) At closing, the buyer shall pay or procure full payment to the escrow account and/or receiver's account.

Settlement consideration and adjustment amount (if any) (less margin paid, additional charges and accrued interest).

- (5) If the receiver considers an adjustment amount to be necessary after the closing date, the buyer shall, within ten (10) business days, [the adjustment amount shall be determined by the receiver].

Payment will be made to the receiver's account within the next working day.

4. Prerequisites

Delivery must meet the following conditions:

- (1) Obtain all approvals, consents, and authorizations required by all applicable laws relating to the share acquisition.

Case and registration.

- (2) To deliver to the buyer the only signed evidence that the receiver reasonably believes to be relevant, in the presence of the receiver.

This evidence is made possible after confirmation from the seller and the seller's lender that the funds payable to the seller are in the receiver's account.

Effective on the closing date, to fully and completely release all encumbrances on the sold shares.

As stated in Article 3.1(a) of the Framework Agreement (i.e., Section 5(a)(i)2(1) above)

Upon completion of the measures and the transaction, at the buyer's request, the receiver (acting reasonably) has the right to irrevocably release [the receiver].

The above prerequisites are waived.

5. Delivery

Within any 10 business days after the last precondition is satisfied or waived (in no case later)

The closing date is January 31, 2026 (unless otherwise agreed in writing by the receiver, the buyer, and the seller).

Delivery will take place on the delivery date.

6. Liability for Breach of Contract

If any condition or extension condition is not satisfied before its applicable deadline or the receiver agrees...

It is reasonably believed that such conditions or extension conditions are unlikely to be met before the deadline, or that the buyer fails to...

In cases where payment obligations are fulfilled at closing, the receiver has the right to terminate the agreement, and the deposit and attached documents paid in this case will be subject to further termination.

Additional fees and accrued interest will be forfeited and used to pay the receiver's and its advisors' fees, as well as the transaction documents.

Fees explicitly authorized for payment, for other purposes expressly ordered or approved by the Singapore International Commercial Court, etc.

Dahe and KIRI Company agree that, pursuant to an order or directive of the Singapore International Commercial Court, the amount payable to KIRI Company shall be determined by the court.

The payment method shall be determined by the receiver in accordance with any applicable order or instruction of the Singapore International Commercial Court.

Any such forfeiture of the margin shall not affect any other rights that the receiver and the seller may have against the buyer.

Benefits and relief.

7. Termination

(1) Where the receiver determines on its own that the buyer has breached the Framework Agreement or the Share Repurchase Agreement

In various circumstances, such as the buyer's failure to comply with certain terms of the Share Purchase Agreement, the receiver has the right to exercise the power of attorney.

The buyer and seller shall notify each other of their decision to terminate the Share Purchase Agreement.

(2) Notwithstanding the foregoing, if the Singapore International Commercial Court has not yet [implemented the agreement] by January 1, 2026

The deadline for approving the overall sale of shares has been extended to at least January 31, 2026, or Singapore International Commercial...

Any court order or directive that renders the Share Purchase Agreement, the Framework Agreement, or any transaction thereof invalid,

void, unenforceable, or invalid, or any order or directive issued by the Singapore International Commercial Court resulting in

Any changes or modifications to the Share Purchase Agreement, Framework Agreement, or the transactions involved that result in the receivership (reasonable)

(Actor) believes that implementing the Share Purchase Agreement, the Framework Agreement, or the transactions involved is not reasonably possible.

The Sale and Purchase Agreement will automatically and immediately terminate upon the first occurrence of any of the aforementioned circumstances.

VI. Impact of this transaction on the company

1. This transaction aligns with the company's strategic goal of becoming a world-class specialty chemicals production service provider.

The target company, as the controlling shareholder of DyStar, will become a shareholder of DyStar if this transaction is completed.

The wholly-owned subsidiary will further increase the company's profits in the future; since the funds required for this transaction are from the company's own resources...

The transaction will increase the company's liabilities due to funding and bank loans, but the overall debt ratio will not increase significantly.

2. This transaction is an equity transaction, as the cost of repurchasing and acquiring shares exceeds DyStar's 37.57% premium.

The net asset value corresponding to the shares will reduce the company's net assets upon purchase. Investors are advised to pay attention to this.

Investment risks.

This is hereby announced.

Board of Directors of Zhejiang Longsheng Group Co., Ltd.

December 16, 2025