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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  
IN RELATION TO  
CAPITAL INCREASE IN  
FENGRUI FLUORINE**

**THE CAPITAL INCREASE**

On 16 August 2025, Hainan Mining (a subsidiary of the Company, as the investor), Mr. Wang Zhongxi, Mr. Wang Chen, Baidi Investment, Zhongyuan Energy Minerals (the existing shareholders of the Target Company) and the Target Company entered into the Capital Increase Agreement, pursuant to which, Hainan Mining would subscribe for the Target Company's newly increased registered capital of RMB33.885 million with RMB300 million in cash, representing 15.7895% of the enlarged total share capital of the Target Company after the Capital Increase. Upon completion of the Capital Increase, the Company will indirectly hold 15.7895% of the Target Company through Hainan Mining.

**LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in respect of the Capital Increase exceed 5% but are all below 25%, the Capital Increase constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements thereunder.

The Shareholder Agreement includes the Repurchase Options of Hainan Mining, the exercise of which is at the discretion of Hainan Mining. Pursuant to Rule 14.75(1) of the Listing Rules, only the premium (which is zero) will be considered in calculating the applicable percentage ratios in respect of the grant of the Repurchase Options of Hainan Mining. The Company will comply with the applicable requirements under the Listing Rules upon the exercise of such rights by Hainan Mining.

The Shareholder Agreement includes the Repurchase Options of the Target Company and the Ultimate Controllers, the exercise of which is not subject to the discretion of the Company or Hainan Mining. Pursuant to Rule 14.74(1) of the Listing Rules, the grant of the Repurchase Options of the Target Company and the Ultimate Controllers shall be classified as if the Repurchase Options of the Target Company and the Ultimate Controllers had been exercised. Having considered the potential maximum exercise of the Repurchase Options of the Target Company and the Ultimate Controllers, as one or more applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in respect of the exercise of such right exceed 5% but are all below 25%, the exercise of such right constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements thereunder.

The Shareholder Agreement includes the Profit Guarantee provided by the Ultimate Controllers to Hainan Mining. The Company will monitor the status of such Profit Guarantee and make timely disclosures pursuant to Rule 14.36B of the Listing Rules.

**As the completion of the Capital Increase is subject to the fulfilment of the conditions precedent stated in the Capital Increase Agreement, accordingly, shareholders and potential investors of the Company should exercise caution when dealing in the securities of the Company.**

## THE CAPITAL INCREASE

On 16 August 2025, Hainan Mining (a subsidiary of the Company, as the investor), Mr. Wang Zhongxi, Mr. Wang Chen, Baidi Investment, Zhongyuan Energy Minerals (the existing shareholders of the Target Company) and the Target Company entered into the Capital Increase Agreement, pursuant to which, Hainan Mining would subscribe for the Target Company's newly increased registered capital of RMB33.885 million with RMB300 million in cash, representing 15.7895% of the enlarged total share capital of the Target Company after the Capital Increase. Upon completion of the Capital Increase, the Company will indirectly hold 15.7895% of the Target Company through Hainan Mining. On the same day, the above-mentioned parties also entered into the Shareholder Agreement stipulating certain shareholders' rights.

## THE CAPITAL INCREASE AGREEMENT

The principal terms of the Capital Increase Agreement are set out as below:

**Date** 16 August 2025

**Parties** The investor: Hainan Mining

The existing shareholders of the Target Company: Mr. Wang Zhongxi, Mr. Wang Chen (collectively as the “**Ultimate Controllers**” with Mr. Wang Zhongxi), Baidi Investment (collectively as the “**Ultimate Controlling Parties**” with the Ultimate Controllers), Zhongyuan Energy Minerals

The Target Company: Fengrui Fluorine

(collectively as the “**Parties**”)

To the best of the Directors’ knowledge, information and belief, and after having made all reasonable enquiries, the Parties to the Capital Increase Agreement and their ultimate beneficial owners are third parties independent of the Company and its connected persons (with the meaning given by the Listing Rules).

**The Capital Increase**

Pursuant to the Capital Increase Agreement, Hainan Mining would subscribe for the Target Company’s newly increased registered capital of RMB33.885 million with RMB300 million in cash, representing 15.7895% of the enlarged total share capital of the Target Company after the Capital Increase.

**Consideration and Payment Arrangement**

The total amount of the Capital Increase is RMB300 million (the “**Capital Increase Price**”) and will be paid in cash through its own funds by Hainan Mining.

The Capital Increase Price was arrived at after arm’s length negotiations, and was determined with reference to the following factors: (i) the future development of the Target Company; (ii) the audited total assets as at 31 December 2024 of the Target Company; (iii) the historical EBITDA performance of the Target Company; and (iv) the factors as set out in the section headed “**Reasons for and benefits of the Capital Increase**” below.

Within 5 Business Days after the Closing Date (as defined below), Hainan Mining shall pay the Capital Increase Price by bank transfer into the bank account designated by the Target Company. On the next day following the receipt of the Capital Increase Price remitted by Hainan Mining, the Target Company shall transfer such full amount in a single installment to the bank account jointly managed by the Target Company and Hainan Mining (the “**Jointly Managed Account**”).

**Conditions  
Precedent**

The obligation of Hainan Mining to pay the Capital Increase Price is subject to the fulfillment or Hainan Mining's written waiver (if applicable) of the following conditions precedent:

(i) the transaction documents relating to the Capital Increase have been executed and delivered by the Parties;

(ii) the Target Company has completed the industrial and commercial registration update for the Capital Increase and has submitted the approval notice for such registration update issued by the market regulatory authority to Hainan Mining;

(iii) Mr. Wang Zhongxi has completed the procedures to release the pledge on his 66.4011% equity interest in the Target Company and submitted the documentary evidence of such release to Hainan Mining; Mr. Wang Zhongxi has pledged 40% equity interest in the Target Company held by him to Hainan Mining and completed the corresponding equity pledge registration with the market regulatory authority;

(iv) Hainan Mining has obtained internal approval required for the Capital Increase and such approval remains valid as at the Closing Date (as defined below); the Target Company has fulfilled all decision-making procedures (including obtaining unanimous consent of the board of directors and/or the shareholders of the Target Company);

(v) the Target Company has opened the Jointly Managed Account for the Capital Increase and such account has been jointly managed by the Target Company and Hainan Mining; and

(vi) other customary conditions, including but not limited to all representations and warranties made by the Target Company and the Ultimate Controlling Parties as set out in the Capital Increase Agreement being true, accurate, complete and not misleading as at the Closing Date (as defined below), and all conditions precedent specified in the Capital Increase Agreement having been satisfied.

**Termination**

(1) Hainan Mining shall have the right to terminate the Capital Increase Agreement by written notice to other Parties if any of the following events occurs:

(i) the occurrence of any material adverse change that frustrates the purpose of the Capital Increase, or the Target Company's bankruptcy, reorganization, liquidation, or the failure to complete the Capital Increase due to government regulation, policy changes, Force Majeure or similar events;

(ii) failure to complete or satisfy the conditions precedent within 30 days after execution of the Capital Increase Agreement;

(iii) if any material representations and warranties made by the Target Company or the Ultimate Controlling Parties as set out in the Capital Increase Agreement are untrue, inaccurate, incomplete or misleading and the Target Company or the Ultimate Controlling Parties fails to rectify, or fails to reach a written agreement with Hainan Mining with respect to the specific allocation of liabilities to be assumed by the Target Company and the Ultimate Controllers within 30 Business Days after receiving the written notice from Hainan Mining;

(iv) if the Target Company or the Ultimate Controlling Parties materially breaches their commitments or obligations as set out in the Capital Increase Agreement and the Target Company or the Ultimate Controlling Parties fails to remedy, or fails to reach a written agreement with Hainan Mining with respect to the specific allocation of liabilities to be assumed by the Target Company and the Ultimate Controllers within 30 Business Days after receiving the written notice from Hainan Mining.

(2) The Capital Increase Agreement may be terminated in writing through mutual consent of all Parties.

## **Closing**

The closing of the Capital Increase (the “**Closing**”) shall occur on the first Business Day after all conditions precedent set out in the Capital Increase Agreement have been satisfied or written waived by Hainan Mining, or on such other date mutually agreed in writing between Hainan Mining and the Target Company (the “**Closing Date**”).

Following the Closing, the shareholding structure of the Target Company is as follows:

Shareholder Name	Shareholding Percentage
Wang Zhongxi	55.9167%
Hainan Mining	15.7895%
Zhongyuan Energy Minerals	14.3147%
Wang Chen	6.9896%
Baidi Investment	6.9896%
<b>Total</b>	<b>100%</b>

## THE SHAREHOLDER AGREEMENT

Pursuant to the Capital Increase Agreement, Hainan Mining, Mr. Wang Zhongxi, Mr. Wang Chen, Baidi Investment, Zhongyuan Energy Minerals, and the Target Company entered into the Shareholder Agreement on 16 August 2025, the content is related to (among others) the corporate governance of the Target Company, repurchase options and profit guarantee.

## REPURCHASE OPTIONS

### (1) Repurchase Options of Hainan Mining

Under the Shareholder Agreement, if any of the following repurchase triggering events occurs (whichever occurs earlier), Hainan Mining shall have the right to deliver a written notice to the Target Company and/or the Ultimate Controllers at any time and from time to time after the occurrence of such events (the “**Repurchase Notice**”), requiring the Target Company and/or the Ultimate Controlling Parties to unconditionally repurchase all or part of the equity interest in the Target Company held by Hainan Mining in cash or other forms mutually agreed by the Ultimate Controlling Parties and Hainan Mining at the Agreed Repurchase Price (details as set out in the section “**Agreed Repurchase Price**”) (the “**Repurchase Options of Hainan Mining**”):

(i) the Target Company fails to complete a qualified initial public offering or be wholly acquired within 18 months from the Closing Date or within the Rectification Negotiation Period effectively triggered under the Rectification Negotiation Period mechanism attributable to the Target Company and/or the Ultimate Controlling Parties;

(ii) the Target Company fails to transfer the full Capital Increase Price into the Jointly Managed Account within the agreed period under the Capital Increase Agreement;

(iii) the Target Company fails to complete the debt restructuring and repayment as required by Hainan Mining within the agreed period under the Capital Increase Agreement;

(iv) within 18 months from the Closing Date or within the Rectification Negotiation Period effectively triggered under the Rectification Negotiation Period mechanism, (1) a change of control occurs in the Target Company and/or the Target Group, or (2) the equity interest in the Target Company held by Hainan Mining falls below 15.7895%; or

(v) the Target Group fails to complete all remedial actions concerning its own operations as required by Hainan Mining, or breaches the representations and warranties made by the Target Company and/or the Ultimate Controlling Parties under the Capital Increase Agreement and the Shareholder Agreement, or the liability for breach under the Capital Increase Agreement has been triggered resulting in frustration of its purpose thereby necessitating repurchase.

## **(2) Repurchase Options of the Target Company and the Ultimate Controllers**

Under the Shareholder Agreement, within the period after the 18-month anniversary to the 36-month anniversary of the Closing Date, the Target Company and/or the Ultimate Controllers shall have the right (but not the obligation) to repurchase all the equity interest in the Target Company held by Hainan Mining at the Agreed Repurchase Price (details as set out in the section “**Agreed Repurchase Price**”) (the “**Repurchase Options of the Target Company and the Ultimate Controllers**”).

Having considered the highest possible Agreed Repurchase Price of the Repurchase Options of the Target Company and the Ultimate Controllers, estimated based on the calculation formula below and the potential maximum exercise, the exercise of such right will not constitute a major transaction of the Company under Chapter 14 of the Listing Rules.

## **(3) Agreed Repurchase Price**

The Agreed Repurchase Price of the Repurchase Options of Hainan Mining and the Repurchase Options of the Target Company and the Ultimate Controllers shall be calculated as follows:

$$\text{Agreed Repurchase Price} = (A \times P) \times (1 + N \times [\text{One-Year LPR} \times 4]) - B$$

Where in the formula:

- A — the registered capital represented by the equity interest subject to repurchase (the “**Repurchase Equity**”)
- P — the per-unit subscription price paid by Hainan Mining for the Repurchase Equity
- N — the number of days from the date the Target Company actually receives the Capital Increase Price to the date the Ultimate Controlling Parties actually pay the repurchase price divided by 365
- B — any dividends declared and paid to Hainan Mining by the Target

Company on the Repurchase Equity up to the date the Ultimate Controlling Parties actually pay the repurchase price

The One-Year Loan Prime Rate (LPR) applies the One-Year Loan Prime Rate published by the National Interbank Funding Center authorized by the People's Bank of China in the month when the Ultimate Controlling Parties actually pay the repurchase price.

#### (4) Others

If the Target Company fails to complete a qualified initial public offering or be wholly acquired within 18 months from the Closing Date or within the Rectification Negotiation Period effectively triggered under the Rectification Negotiation Period mechanism attributable to Hainan Mining or its ultimate controller, the equity interest in the Target Company obtained by Hainan Mining corresponding to the Capital Increase Price shall carry identical rights to those attached to other shareholders' equity interests and the repurchase options and all preferential rights (except for preemptive right, right of first refusal, tag-along right and liquidation preference) stipulated in the Shareholder Agreement and the Capital Increase Agreement shall be extinguished.

### PROFIT GUARANTEE

(1) Under the Shareholder Agreement, the Ultimate Controllers have guaranteed that the cumulative Guaranteed Net Profit After Deducting Non-recurring Items realized by the Target Company during the Profit Guarantee Period shall not be less than RMB600 million (the “**Profit Guarantee**”). If the Actual Net Profit After Deducting Non-recurring Items is lower than the Guaranteed Net Profit After Deducting Non-recurring Items during the Profit Guarantee Period, Hainan Mining shall have the right, after the official release of the annual audit report for the last financial year of the Profit Guarantee Period, to deliver a written notice to the Ultimate Controlling Parties, demanding cash compensation for the Capital Increase within 30 Business Days from the date of receipt of such notice (the “**Cash Compensation**”).

The amount of Cash Compensation shall be calculated as follows:

The amount of Cash Compensation = (Total Cumulative Guaranteed Net Profit After Deducting Non-recurring Items during the Profit Guarantee Period — Cumulative Actual Net Profit After Deducting Non-recurring Items during the Profit Guarantee Period) ÷ Total Cumulative Guaranteed Net Profit After Deducting Non-recurring Items during the Profit Guarantee Period × RMB1.9 billion × the percentage of equity interest in the Target Company held by Hainan Mining when the Cash Compensation becomes payable

(2) In the event that the Actual Net Profit After Deducting Non-recurring Items of the Target



Company exceeds the Guaranteed Net Profit After Deducting Non-recurring Items upon the expiration of the Profit Guarantee Period, it shall be deemed that the Ultimate Controllers have fulfilled the Profit Guarantee. Hainan Mining shall therefore award in cash 50% of the dividends distributed by the Target Company attributable to, and actually received by, Hainan Mining from the excess net profit after deducting non-recurring items as a bonus to the Ultimate Controllers, capped at RMB30 million (the “Award”).

(3) Prior to the expiration of the Profit Guarantee Period, if the Target Company and/or the Ultimate Controllers have completed the repurchase at the Agreed Repurchase Price in accordance with the Shareholder Agreement (upon the receipt of full amount of the Agreed Repurchase Price by Hainan Mining), the Ultimate Controllers shall have no obligation to perform Cash Compensation as set forth above. After the expiration of the Profit Guarantee Period, if the Target Company and/or the Ultimate Controllers intend to exercise the Repurchase Options of the Target Company and the Ultimate Controllers, when calculating the Agreed Repurchase Price, adjustments shall also be made based on the Cash Compensation paid to Hainan Mining by the Ultimate Controllers and the amount of Award received from Hainan Mining as set forth above.

## **REASONS FOR AND BENEFITS OF THE CAPITAL INCREASE**

Hainan Mining focuses on the exploration, development and operation of strategic resources. The Capital Increase in Fengrui Fluorine aligns with the strategic planning of Hainan Mining, which will further optimize Hainan Mining’s layout of the resources industry and enhance its profitability.

The Directors (including the independent non-executive Directors) are of the view that the terms of the Capital Increase Agreement and the Shareholder Agreement are on normal commercial terms, fair and reasonable and in the interests of the Company and its shareholders as a whole.

## **LISTING RULES IMPLICATIONS**

As one or more of the applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in respect of the Capital Increase exceed 5% but are all below 25%, the Capital Increase constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements thereunder.

The Shareholder Agreement includes the Repurchase Options of Hainan Mining, the exercise of which is at the discretion of Hainan Mining. Pursuant to Rule 14.75(1) of the Listing Rules, only the premium (which is zero) will be considered in calculating the applicable percentage ratios in respect of the grant of the Repurchase Options of Hainan Mining. The Company will comply with the applicable requirements under the Listing Rules upon the exercise of such rights by Hainan Mining.

The Shareholder Agreement includes the Repurchase Options of the Target Company and the Ultimate Controllers, the exercise of which is not subject to the discretion of the Company or Hainan Mining. Pursuant to Rule 14.74(1) of the Listing Rules, the grant of the Repurchase Options of the Target Company and the Ultimate Controllers shall be classified as if the Repurchase Options of the Target Company and the Ultimate Controllers had been exercised. Having considered the potential maximum exercise of the Repurchase Options of the Target Company and the Ultimate Controllers, as one or more applicable percentage ratios (as defined under Rule 14.04(9) of the Listing Rules) in respect of the exercise of such right exceed 5% but are all below 25%, the exercise of such right constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules and is therefore subject to the notification and announcement requirements thereunder.

The Shareholder Agreement includes the Profit Guarantee provided by the Ultimate Controllers to Hainan Mining. The Company will monitor the status of such Profit Guarantee and make timely disclosures pursuant to Rule 14.36B of the Listing Rules.

## **GENERAL INFORMATION**

### **The Company**

The Company is a global innovation-driven consumer group with mission to provide high-quality products and services for families around the world in health, happiness, wealth and intelligent manufacturing segments.

### **Hainan Mining**

Hainan Mining, a joint stock limited company established under the laws of the PRC and whose shares are listed on the Shanghai Stock Exchange with stock code 601969, is a 47.48% indirectly-owned subsidiary of the Company as at the date of this announcement. Hainan Mining focuses on the upstream resources industries, mainly engaged in the exploration, development and operation of strategic resources.

### **Other Parties to the Capital Increases**

#### **Mr. Wang Zhongxi and Mr. Wang Chen**

Mr. Wang Zhongxi and Mr. Wang Chen, both citizens of the PRC, hold 66.4011% and 8.3001% equity interests respectively in the Target Company as its ultimate beneficial owners as at the date of this announcement. They have no relationships with Hainan Mining and the Group.

## **Baidi Investment**

Baidi Investment is a limited liability company established under the laws of the PRC, and its main businesses include investment management, industrial investment, business consulting and sales of molybdenum products. As at the date of this announcement, Mr. Wang Zhongxi and Mr. Wang Chen hold 90% and 10% equity interests respectively in Baidi Investment, which in turn holds 8.3001% equity interest in the Target Company.

## **Zhongyuan Energy Minerals**

Zhongyuan Energy Minerals is a limited liability company established under the laws of the PRC, and its main businesses include mineral exploration, development and investment, beneficiation, smelting, and deep processing of mineral products, development and investment in and sales of new energy projects and advanced materials. As at the date of this announcement, the Department of Finance of Henan Province, through Henan Natural Resources Investment Group Co., Ltd.\* (河南省自然資源投資集團有限公司), indirectly holds 100% equity interest in Zhongyuan Energy Minerals, which in turn holds 16.9987% equity interest in the Target Company.

## **The Target Company**

Fengrui Fluorine is a limited liability company established under the laws of the PRC, and its main businesses include the mining and processing of fluorite ore, and the production and sale of chemical products such as anhydrous hydrogen fluoride.

The consolidated net profits (before tax and after tax) of the Target Company for the two financial years immediately preceding the Capital Increase (prepared in accordance with the China Accounting Standards) are as follows:

	<b>For the year ended 31 December</b>	
	<b>2024</b>	<b>2023</b>
	<b>(audited)</b>	<b>(audited)</b>
	<b>approximately</b>	<b>approximately</b>
	<b>RMB million</b>	<b>RMB million</b>
Net profit before tax	192.2	167.2
Net profit after tax	165.3	146.9

The unaudited consolidated total assets and net assets value of the Target Company as at 30 June 2025 were RMB1,784.5 million and RMB537.2 million, respectively.

**As the completion of the Capital Increase is subject to the fulfilment of the conditions**

**precedent stated in the Capital Increase Agreement, accordingly, shareholders and potential investors of the Company should exercise caution when dealing in the securities of the Company.**

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following terms shall have the meanings as set out below:

“Actual Net Profit After Deducting Non-recurring Items”	The net profit attributable to the parent after deducting non-recurring items in the consolidated financial statements of the Target Company during the annual audit after the end of the last financial year of the Profit Guarantee Period which is prepared in accordance with the China Accounting Standards and audited by the qualified audit firm approved by Hainan Mining (based on the unqualified opinion audit report)
“Baidi Investment”	Shanghai Baidi Investment Management Co., Ltd.* (上海柏帝投资管理有限公司), a limited liability company established under the laws of the PRC
“Board”	the board of directors of the Company
“Business Day(s)”	any day other than Saturday, Sunday and other days on which banks are required or authorized by laws to suspend operations in the PRC
“Capital Increase”	subscription of the Target Company’s newly increased registered capital of RMB33.885 million with RMB300 million by Hainan Mining pursuant to the Capital Increase Agreement
“Capital Increase Agreement”	the capital increase agreement entered into on 16 August 2025, between Hainan Mining, Mr. Wang Zhongxi, Mr. Wang Chen, Baidi Investment, Zhongyuan Energy Minerals (the existing shareholders of the Target Company) and the Target Company in relation to the Capital Increase
“Company”	Fosun International Limited, a company incorporated in Hong Kong with limited liability and whose shares are listed and traded on the Main Board of the Hong Kong Stock Exchange with stock code 00656
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries

“Hainan Mining”	Hainan Mining Co., Ltd.* (海南礦業股份有限公司), a joint stock limited company established under the laws of the PRC, whose shares are listed on the Shanghai Stock Exchange with stock code 601969
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Listing Rules”	the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“PRC”	the People’s Republic of China and, for the purpose of this announcement only, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan region
“Rectification Negotiation Period”	a reasonable period subject to Hainan Mining’s written consent that is mutually agreed by Hainan Mining and the Ultimate Controllers, where the Target Company and the Ultimate Controlling Parties fail to complete the rectification of defects and risks identified by Hainan Mining during the due diligence of the Capital Increase within the period required by Hainan Mining
“RMB”	Renminbi, the lawful currency of the PRC
“Shareholder Agreement”	the shareholder agreement entered into on 16 August 2025 between Hainan Mining, Mr. Wang Zhongxi, Mr. Wang Chen, Baidi Investment, Zhongyuan Energy Minerals (the existing shareholders of the Target Company) and the Target Company in relation to the Capital Increase, stipulating certain shareholder’ rights, including repurchase options and profit guarantee, etc.
“Target Company” or “Fengrui Fluorine”	Luoyang Fengrui Fluorine Industry Co., Ltd.* (洛陽豐瑞氟業有限公司), a limited liability company established under the laws of the PRC
“Target Group”	the Target Company and any of its subsidiaries, branches, or any other entities directly or indirectly controlled by the Target Company, as well as other subordinate organizations
“Profit Guarantee Period”	the financial year in which the Closing Date of the Capital Increase falls and the two consecutive financial years thereafter
“Guaranteed Net Profit After Deducting Non-recurring Items”	the net profit attributable to the parent after deducting non-recurring items in the consolidated financial statements of the Target Company for the Profit Guarantee Period guaranteed by the Ultimate Controllers, which is prepared in accordance with the China

Accounting Standards and audited by the qualified audit firm approved by Hainan Mining

“Zhongyuan Energy Minerals”

Zhongyuan Energy Minerals Investment and Development Co., Ltd.\* (中原能礦投資開發有限公司), a limited liability company established under the laws of the PRC

“%”

per cent

By Order of the Board  
**Fosun International Limited**  
**Guo Guangchang**  
*Chairman*

17 August 2025

*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. Li Shupe, Mr. Li Fuhua and Mr. Luo Yuanli; 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.*

*\*for identification purpose only.*