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The dissenting shareholders of HTC who have the right to exercise the cash option refer to the shareholders who participated in the general shareholders' meeting held by HTC and voted valid against to all the merger plan and the sub-proposals voted on one by one and to the relevant proposals on the merger agreement signed by the two parties in the merger, and have continued to hold the shares representing the objection right until the implementation date of the cash option of the dissenting shareholders of HTC, and at the same time perform the relevant declaration procedures within the specified time.

(2) The provider of the cash option

Hangzhou Capital, as the provider of the cash option. provides the cash option to the dissenting shareholders of HTC. The dissenting shareholders of HTC shall no longer claim the cash option from HTC or any shareholder of HTC who agrees to the merger. After the Transaction is registered with the China Securities Regulatory Commission, the provider of the cash option shall undertake unconditionally to accept the shares held by the dissenting shareholders of HTC who successfully declared the exercise of the cash option on the implementation date of the cash option, and pay the corresponding cash consideration to the dissenting shareholders of HTC according to the cash option price.

(3) The price of the cash option

The cash option price of the dissenting shareholders of HTC is the average trading price of B-shares for the 20 trading days before the suspension of trading of HTC's Bshares (i.e. 20 trading days before the pricing benchmark date), that's HK\$7.77 per share, which is equivalent to RMB 7.11 per share by converted according to the median price of RMB to Hong Kong dollar announced by the People's Bank of China on October 25, 2024 (HK\$1 = 0.91496 RMB) that is the trading day before HTC share suspension. If there are ex-rights and dividends such as cash dividends, stock dividends, conversion of capital reserve to share capital, and allotment from the pricing benchmark date to the implementation date of the cash option (both dates inclusive), the cash option price will be adjusted accordingly.

(4) the price adjustment mechanism for cash option 1) Adjustment object

The object of adjustment is the cash option price of dissenting shareholders of HTC.

2) The conditions under which the price adjustment plan will take effect

(1) The state-owned assets authority approves the price adjustment plan;

(2) The shareholders' meeting of Hirisun deliberated and approved the price adjustment plan;

(3) The shareholders' meeting of HTC deliberated and approved the price adjustment plan.

3)The period in which the price can be adjusted

From the announcement date of the resolution of the merger deliberated and approved in the HTC general shareholders' meeting to the date before the China Securities Regulatory Commission agreed to register the Transaction.

4) Trigger condition

From the announcement of the first board resolution of HTC to the time when the China Securities Regulatory Commission agrees to register the Transaction, if any of the following two circumstances occur, the board of directors of HTC has the right to hold a meeting within the price adjustment period to consider whether to make an adjustment to the price of the cash option:

A. Shenzhen Stock Exchange Composite Index (399106. SZ) has a closing point drop of more than 20% in at least 10 out of 20 consecutive trading days prior to any trading day compared to the closing point of the previous trading day before the suspension of trading on the HTC's B shares; And prior to the trading day, the daily trading average price of HTCB-shares has fallen by more than 20% in at least 10 consecutive trading days compared to the trading average price of HTCB-shares in the 20 trading days before the suspension of trading (i.e. the 20 trading days before the pricing benchmark date); Or

B. Wind Electrical Equipment Industry Index (882210.HK) WI) has a closing point drop of more than 20% in at least 10 of the 20 consecutive trading days prior to any trading day compared to the closing point of the trading day before the suspension of the HTC's B shares; And prior to the trading day, the daily average trading price of HTC's B shares-shares has fallen by more than 20% in at least 10 out of 20 consecutive trading days compared to the average trading price of HTC's B shares in the 20 trading days before the suspension of trading (i.e. the 20 trading days before the pricing benchmark date).

5) Adjustment mechanism and price adjustment benchmark date rectors of HTC shall convene a meeting The board the board of directors within 20 trading days from whichever date is later-the date to the first achievement of the trigger conditions for price adjustment and the date on which the effective conditions of the price adjustment plan are met, and deliberate and decide whether to adjust the price of the cash option of the dissenting shareholders of HTC in accordance with the price adjustment plan. During the price adjustment period, HTC will only adjust the price of the dissenting shareholder's cash option once. If HTC has convened a meeting of board of directors to review and decide to adjust the price of the dissenting shareholder's cash option, and the price adjustment condition is triggered again, no further adjustment will be made; If the board of directors has convened a meeting to deliberate and decide not to adjust the cash option price of the dissenting shareholders, and the price adjustment condition is triggered again, no further adjustment will be made.

date of the equity registration date of the shareholders' meeting of the HTC share absorption merger (including but not limited to being judicially compulsorily deducted. etc.), the number of shares entitled to the cash option shall be reduced accordingly; If the dissenting shareholders of HTC purchase shares after the registration date of the equity registration date of the shareholders' meeting of the HTC share absorption merger, the number of shares entitled to the cash option shall not increase, and such shares shall not enjoy the cash option.

The dissenting shareholders of HTC who hold the following shares are not entitled to exercise the cash option in respect of the shares they hold: (1) the shares of HTC with rights restrictions, such as shares that have been pledged or set with other third-party rights or restricted by laws and regulations such as judicial freeze; (2) its legal holder undertakes in writing to give up the shares of the cash option of the dissenting shareholders of HTC; and (3) other shares that are not subject to the exercise of the cash option under applicable law. The above-mentioned shares that are not entitled to claim the cash option will be converted into shares issued by Hirisun in accordance with the exchange ratio on the exchange date

Dissenting shareholders of HTC who have submitted the shares of HTC as collateral for margin financing and securities lending transactions must transfer the shares of HTC from the credit guarantee account of the securities company to their ordinary securities account before the equity registration date of the cash option before they can exercise the cash option. Dissenting shareholders of HTC who have carried out the agreed repurchase securities transaction must complete the early repurchase procedures in a timely manner before the equity registration date of the cash option before exercising the cash option.

The relevant taxes and fees arising from the exercise of the cash option shall be borne by the dissenting shareholders of HTC exercising the cash option, the provider of the cash option and other entities shall bear the responsibility in accordance with the relevant laws, regulations, regulatory authorities and the provisions of the securities registration and clearing institutions. If there is no clear regulation on this by laws, regulations, regulatory authorities, and securities registration and settlement institutions. the parties shall negotiate and resolve it in accordance with market practices.

If the merger proposal fails to obtain permit or approval from the general shareholders' meeting or relevant regulatory or government departments by both parties, resulting in the ultimate inability to implement the merger, the dissenting shareholders of HTC cannot exercise the cash option, nor can they claim any compensation or indemnification from the merging parties.

After the transaction is approved and registered by the China Securities Regulatory Commission, HTC will separately announce the detailed arrangements for the cash option plan of HTC dissenting shareholders (including but not limited to the declaration, settlement and delivery of the cash option), and will disclose information in a timely manner in accordance with laws, regulations and the provisions of the Shenzhen Stock Exchange.

Transitional arrangements

During the transition period, in order to achieve a smooth transition of business, if it is truly necessary, if either party needs the cooperation of the other party in the course of business development (including but not limited to providing relevant materials, issuing explanations, jointly reporting to the competent authorities, etc.), the other party shall actively cooperate in this regard.

During the Transition Period, the merging parties shall, and shall procure that each of their subsidiaries: (1) continue to operate independently in the ordinary course of business in accordance with past operational management and operating methods, and will not engage in any unusual transactions or incur any unusual debts: (2) to do its best to maintain all assets that make up the main business in good condition, and to maintain all good relationships with government authorities, customers, employees and other relevant parties; (3) Make, sort out and keep their respective documents and materials, and pay relevant taxes and fees in a timely manner.

During the transition period, either party to the merger shall take the initiative to respond to the reasonable requests of the other party and provide the other party with relevant assets, financial account books, meeting minutes, material claims and debts and other relevant documents in a timely manner. If it is truly necessary, if one party needs the cooperation of the other party in the course of business development (including but not limited to providing relevant materials, issuing explanations, jointly carrying out declarations to the competent authorities, etc.), the other party shall actively cooperate in this regard.

12. Arrangements for the transfer or delivery of the relevant assets involved in the Transaction Delivery conditions

announcement procedures in accordance with the provisions of relevant laws and regulations, and will, according to the requirements of their respective creditors within the statutory time limit, in accordance with the provisions of relevant applicable laws and regulations, independently or urge third parties to repay their debts in advance or provide additional guarantees for their respective creditors. If the relevant creditors fail to claim early repayment or providing security from the merging parties within the aforesaid statutory period, the unpaid debts will be inherited by Hirisun after the closing date.

14. Employee placement

After the completion of the share exchange and absorption merger, the management and employees of Hirisun will continue to retain their original jobs in accordance with the labor contract signed with Hirisun. All registered emplovees of HTC will be accepted by the surviving company and properly arranged. All rights and obligations of HTC as the employer of its existing employees will be enjoyed and assumed by Hirisun from the closing date.

Before the relevant shareholders' meetings to consider the merger, the two parties will hold a staff representative meeting or a staff meeting respectively to review the emplovee placement plan involved in the merger

15. Arrangement for rolling over undistributed profits In addition to the profit distribution plan approved by the respective general shareholders' meetings of the two parties, the accumulated undistributed profits of Hirisun and HTC as of the implementation date of the share exchange shall be jointly enjoyed by the new and old shareholders of the surviving company according to their shareholding ratios.

III. Effects of the transaction on the surviving company (I) Effects of the transaction on main business of the surviving company

Prior to this transaction, HTC mainly designs and manufactures industrial turbines, gas turbines and other rotating industrial turbine machinery and equipment, and provides related supporting services, the main products include industrial steam turbines, gas turbines, etc., which are mainly used in oil refining, chemical industry, fertilizer, building materials, metallurgy, electric power, light industry, environmental protection and other industrial fields. Hirisun is mainly engaged in the power information construction business, and provides related technical and consulting services, and its power information solutions can be widely used in all links of the power industry chain, including power generation, transmission, substation, distribution, power consumption and dispatching.

After the implementation of the Transaction, the surviving company will inherit and undertake all the assets, liabilities, business, personnel, contracts and all other rights and obligations of HTC, forming a business pattern of industrial turbine machinery business as the main business and power information business as the supplement. The surviving company will integrate the industrial resources of both parties, further optimize the company's industrial layout, and effectively enhance the core competitiveness and sustainable profitability of the surviving company

(II) Effects of the transaction on equity structure of the surviving company

Before the transaction, HIrisun's total capital stock is 335 million shares, while HTC's total capital stock is 1,174,9469 million shares. Irrespective of subsequent ex-right or exdividend and other effects on the M&A Parties. Hirisun issues a total of 1.174.9469 million shares for the stockfor-stock merger, calculated by stock-for-stock ratio of 1:1. Irrespective of the effects of right of claim for acquisition and cash-based option, upon the completion of the stockfor-stock merger.

HTC holds 45.68% of the shares of the surviving company and is the direct controlling shareholder of the surviving company. Hangzhou Capital directly holds 6.61% of the shares of the surviving company, and controls a total of 52.29% of the shares of the surviving company through HTC, and is the indirect controlling shareholder of the surviving company. Hangzhou SASAC controls a total of 52.29% of the shares of the surviving company and is the actual controller of the surviving company

Before and after the transaction, Hirisun's shareholders and holding ratios are listed as follows:

			In shares	10,000
	Before the stock-for- stock merger		After the stock-for-stock merger	
Shareholder	Number of shares held	Holding ratio	Number of shares held (10,000 shares)	Holding ratio
Hangzhou State-owned Capital Investment and Operation Co., Ltd.	9,983.00	29.80%	9,983.00	6.61%
Hangzhou Turbine Holdings Co., Ltd.	-	-	68,971.59	45.68%
Subtotal shares held by dominant shareholders and persons acting in concert	9,983.00	29.80%	78,954.59	52.29%
Other shareholders	23,517.00	70.20%	72,040.10	47.71%
Total	33,500.00	100.00%	150,994.69	100.00%

(III) Effects of the transaction on key financial indicators of the surviving company

the M&A Parties, related outstanding debt will be borne by Hirisun upon the completion of the stock-for-stock merger. (I) Specific debt status of Hirisun

As of the reporting period end, the financial debt of Hirisun's parent company with banks and other financial institutions amounted to RMB 0, and the non-financial debt (excluding contractual liabilities, employee compensation payables, taxes payable, other current liabilities, and deferred tax liabilities) amounted to RMB 96.2594 million.

Regarding the aforementioned non-financial debts, as of the date of signing this summary report, Hirisun has obtained consents from non-financial creditors representing 92.94% of the total debt amount, who have agreed to this transaction and will not require Hirisun to make early repayment or provide additional guarantees. As of the date of signing this summary report, the total amount of non-financial creditor's rights for which Hirisun has not yet obtained creditor consent (where creditors may require early repayment or additional guarantees) accounts for 0.21% of Hirisun's total assets as of the end of the summary reporting period, which is relatively a low proportion, and is not expected to materially adversely affect Hirisun's production and operations.

(II) Specific debt status of HTC

As of the end of the reporting period, the financial debt of HTC's parent company with banks and other financial institutions amounted to approximately RMB 1,056.0982 million, and the non-financial debt (excluding Contract liabilities, employee compensation payables, taxes payable, other current liabilities, deferred tax liabilities, Estimated liabilities, long-term payables, other payables (supplementary medical insurance and individual annuities, etc., not involving creditors), deferred income, etc.) amounted to approximately RMB 717,3473 million.

(1) Regarding the aforementioned financial debt, as of the date of signing this summary report, HTC has either repaid or obtained consent letters from all relevant financial creditors for the outstanding financial debt, agreeing to this transaction and not requiring HTC to make early repay ment or provide additional guarantees.

(2) Regarding the aforementioned non-financial debts, as of the date of signing this summary report, HTC has obtained consents from non-financial creditors representing 80.12% of the total debt amount, who have agreed to this transaction and will not require HTC to make early repayment or provide additional guarantees. As of the date of signing this summary report, the non-financial debt's right for which HTC has not yet obtained creditor consent (where creditors may require early repayment or additional guarantees) accounts for 0.83% of HTC's total assets as of the end of the reporting period, which is relatively a low proportion, and is not expected to materially adversely affect HTC's production and operations.

Hirisun and HTC will perform the creditor notification and announcement procedures in accordance with the provisions of relevant laws and regulations, and, depending on the requirements put forward by their respective creditors within the statutory time limit, it will pay off its debts in advance or urge a third party to provide another guarantee for its respective creditors in accordance with the provisions of relevant applicable laws and regulations. If relevant creditors do not demand early repayment or additional guarantees within the aforementioned statutory period, the unrepaid debts will be assumed by Hirisun after the completion date.

(III) Creditor's notification procedures

Hirisun and HTC will respectively, upon deliberation and approval of this transaction by their shareholders meeting conduct creditor notifications and public announcements regarding this transaction in accordance with the relevant provisions of the Company Law. Creditors may, within thirty days from receipt of the notice or within forty-five days from the announcement date for those who did not receive individual notices, require Hirisun or HTC to settle their debts or provide corresponding guarantees.

Hirisun and HTC shall, in accordance with the requirements raised by their respective creditors within the statutory time limit, either at their own discretion or arrange for a third party to settle the debts in advance or provide additional guarantees to such creditors. Given that the Company Law does not explicitly specify the timeframe for debtors to satisfy creditors' demands for early repayment or guarantees, Hirisun and HTC will negotiate specific timelines with such creditors For creditors not demanding early repayment or guarantees within the aforementioned statutory period, the corresponding outstanding debts will be assumed by Hirisun upon completion of this share swap merger.

(IV) Debt capability and guarantee capacity of Hirisun and HTC, and potential risks or other contingent risks to the company associated with creditors' demands for early debt repayment or additional guarantees, and countermeasures As of the end of the reporting period, Hirisun's parent company had a monetary fund balance of RMB 60,850,700, a current asset of RMB 328,947,500, and a total liability of RMB 116,549,400.

As of the end of the reporting period, HTC's parent company had a monetary fund balance of RMB 1,057,647,000, a current asset of RMB 5,448,520,800, and a total liability of RMB 4,369.8656 million. Therefore, both Hirisun and HTC maintain sufficient monetary funds and current assets, demonstrating strong debt repayment capabilities and guarantee capacity. Should creditors demand early repayment or additional guarantees, Hirisun and HTC can respond through cash payments, provision of guarantees, or liquidation of current assets, which would not materially adversely affect their production operations or capital arrangements. V. Decision-making Process and Approval of This Transaction (I) Completed procedures and obtained approvals for this transaction

The benchmark date for price adjustment is the trading day following the date on which the above-mentioned triager conditions are fulfilled. The adjusted cash option price of dissenting shareholders of HTC is the average stock trading price of the 20 trading days before the benchmark date of the price adjustment.

(5) Exercise of the cash option

After the Transaction is registered by the China Securities Regulatory Commission, HTC will determine the equity registration date for the implementation of the cash option. Dissenting shareholders of HTC who exercise the cash option may obtain the cash consideration paid by the cash option provider at the cash option price on the implementation date of each share of HTC validly declared, and at the same time transfer the corresponding shares to the name of the cash option provider. The provider of the cash option shall acquire all the shares of HTC exercising the cash option by the dissenting shareholders of HTC on the implementation date of the cash option, and pay the cash consideration accordingly. The shares of HTC acquired by the cash option provider through the cash option will be converted into A shares issued by Hirisun for the merger in accordance with the share exchange ratio on the implementation date of the merger plan.

The following conditions must be met at the same time for the registered dissenting shareholders of HTC to exercise the cash option: (1) they have cast valid negative votes on the relevant proposals on the merger plan and the sub-proposals voted on one by one at the general shareholders' meeting of HTC on the merger plan and on the relevant proposals on the merger agreement signed by the two parties to the merger; (2) From the record date of the shareholders' meeting at which HTC deliberated on the merger, as a validly registered shareholder of HTC, continue to hold the shares representing the right of opposition until the implementation date of the cash option; (3) Successfully perform the relevant declaration procedures within the cash option reporting period. Shareholders who meet the above conditions are only entitled to exercise the cash option in respect of their share declarations for which they have cast a valid negative vote. If the dissenting shareholders of HTC sell their shares after the registration

After the merger agreement takes effect, the merger will be closed on the closing date. The merging parties shall complete the delivery obligations agreed under the merger agreement on the delivery date and sign the asset delivery confirmation document

(2) Asset delivery

Since the date of closing, the ownership of all assets of HTC (including but not limited to all properties, trademarks, patents, franchises, projects under construction and other assets) and the related rights, interests, liabilities and obligations shall be enjoyed and assumed by Hirisun. HTC agrees to assist Hirisun in handling the change procedures for the transfer of all stipulated properties of HTC (i.e., for any property, the law provides special procedures for the creation or transfer of such property rights or rights related to such property, including but not limited to land, real estate, vehicles and vessels, trademarks, patents, etc.) from HTC to the name of Hirisun. If the formal transfer procedures cannot be performed due to the change of registration procedures and other reasons, it will not affect the rights and obligations of Hirisun to the above-mentioned assets.

After the completion of the merger, the equity of the subsidiary currently held by HTC belongs to the surviving company, and it is changed to a subsidiary of the surviving company. The subsidiary of HTC (if any) belongs to the surviving company and is registered as a subsidiary of the surviving company.

(3) Debt inheritance

Except for the debts that are repaid in advance based on the creditor's request for early repayment within the statutory time limit, all outstanding debts of the merger parties will be inherited by Hirisun after the closing date of the merger.

(4) Contract succession

After the closing date of the share exchange and absorption merger, the contract subject of the rights, obligations and rights and interests of HTC under all valid contracts/ agreements signed by HTC is changed to Hirisun. (5) Data handover

HTC shall hand over all its bank account information. reserved seals and all seals of HTC to Hirisun on the delivery date. HTC shall, from the date of delivery, hand over to Hirisun any and all documents that have a significant impact on its subsequent operations.

(6) Share transfer

On the date of the share exchange, Hirisun shall register the A shares issued to the shareholders of HTC as consideration for the merger to the shareholders of HTC. The shareholders of HTC have become shareholders of Hirisun since the date when the new shares are registered in their names.

13. Disposal of creditor's rights and debts involved in the Transaction

Since the date of delivery, Hirisun has inherited and undertaken all the assets, liabilities, business, personnel, contracts, qualifications and all other rights and obligations of HTC.

Hirisun and HTC will perform the creditor notification and

According to Hirisun's 2024 financial data and the Pro Forma Audit Report issued by Pan-China Certified Public Accountants, the financial data of Hirisun before and after this transaction are as follows:

In RMB 10.000

	December 31, 2024/2024			
Financial Indicators	Pre-Transaction	Post-Transaction (Pro Forma)		
Total assets	67,401.87	1,792,610.11		
Owners' equity attributable to the parent company	49,206.60	944,666.77		
Operating income	22,805.81	686,697.31		
Total profit	2,102.23	65,853.18		
Net profit attributable to owners of the parent company	945.81	54,942.04		
Basic earnings per share (RMB/share)	0.03	0.36		
Return on equity	1.93%	6.21%		

Note: Basic earnings per share = Net profit attributable to ordinary shareholders - Weighted average number of ordinary shares outstanding during the period.

Upon completion of this transaction, Hirisun will succeed to and assume all assets, liabilities, businesses, employees, contracts, and all other rights and obligations of HTC. After this transaction, the surviving company will have a larger profit scale and stronger profitability, which will enhance its comprehensive strength and profit potential in the medium to long term, fully safeguarding the interests of its shareholders. Meanwhile, the surviving company will take effective measures to fill the immediate returns to shareholders. For details, please refer to the restructuring report "Chapter XIII Other Significant Matters" - "X. Whether This Transaction Will Dilute the Surviving Company's Earnings Per Share" - "(II) Measures to Mitigate Potential Dilution of Immediate Returns" in this report.

(IV) The transaction will not make the surviving company ineligible for stock listing

Upon the completion of the transaction, the equity structure of the surviving company is as shown in the summary report's "Notification of Material Matters" - "VI. Effects of the transaction on the surviving company" - "(II) Effects of the transaction on the equity structure of the surviving company".

Upon the completion of the transaction, the capital stock of the surviving company will exceed 400 million shares, and the public and shareholders put together will account for no less than 10% of the capital stock of the surviving company, thus not making the surviving company ineligible for stock listing.

IV. Mechanism for protection of interest of creditors

Upon the completion of the stock-for-stock merger, HTC will be delisted and disqualified from being a corporation, while Hirisun will inherit and take on all HTC's assets, liabilities, businesses, human resources, contracts and all the other rights and obligations.

Pursuant to relevant laws and regulations, Hirisun and HTC will carry out procedures of notification and announcement to creditors, and depending on requirements raised by respective creditors within statutory period, repay the debt in advance or otherwise provide guarantee for respective creditors, or urge third party to do so. Within the statutory period, if relevant creditors make no claim for repaying the debt in advance or providing guarantee to

1. This transaction has been deliberated approved by Hirisun's The Fourth Meeting of the Sixth Board of Directors at the Fourth Interim Meeting of 2024;

2. This transaction has been deliberated and approved by HTC's Ninth Board of Directors at the Tenth Meeting and fourteen Meeting;

1. This transaction has been deliberated approved by Hirisun's Sixth Board of Directors at the Fourth Interim Meeting of 2024;

2. This transaction has been deliberated and approved by HTC's Ninth Board of Directors at the Tenth Meeting and fourteen Meeting;

3. This transaction has been approved by the State-owned Assets Supervision and Administration Commission of Zhejiang Province.

(II) Required authorizations and approvals to be obtained for this transaction

1. The formal plan for this transaction must be deliberated and approved by the general meetings of shareholders of both Hirisun and HTC;

2. Hirisun's general meetings of shareholders must approve the exemption of Hangzhou Capital and its concerted party Steam Turbine Holdings from making a mandatory offer to increase their shareholding in Hirisun

This transaction must be approved by the Shenzhen Stock Exchange and registered by the CSRC;

4. This share swap merger must obtain all other required approvals, permits or consents (if any) from competent authorities as stipulated by applicable laws and regulations. This transaction will not be implemented until all the aforementioned approvals, permits or consents are obtained. There remains uncertainty regarding whether and when this transaction will obtain all the aforementioned approvals, permits or consents. Investors are hereby advised to pay attention to the associated investment risks.

Opinions of principle of dominant shareholders of the M&A Parties and persons acting in concert thereof, and plans for reduction of shares of the dominant shareholders and directors, supervisors and senior executives thereof from the date of restructuring and resumption of trading till the completion of merger

(I) Opinions of principle of dominant shareholders of the M&A Parties and persons acting in concert thereof, and plans for reduction of shares of the dominant shareholders and directors, supervisors and senior executives thereof from the date of restructuring and resumption of trading till the completion of transaction

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