

DATE: 21 October 2024

Z LIVING INTERNATIONAL COMPANY LIMITED
(as Subscriber)

and

ZHI SHENG GROUP HOLDINGS LIMITED
(as Company)

SUBSCRIPTION AGREEMENT
relating to the subscription of
12,000,000 new shares in the share capital of
Zhi Sheng Group Holdings Limited

THIS AGREEMENT is dated 21 October 2024

BETWEEN:

- (1) **Z LIVING INTERNATIONAL COMPANY LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at Flat C, 23/F, Lucky Plaza, 315-321 Lockhart Road, Wan Chai, Hong Kong (the “**Subscriber**”); and
- (2) **ZHI SHENG GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and its principal place of business in Hong Kong at Room 747, 7/F, Star House, 3 Salisbury Road, Kowloon, Hong Kong (the “**Company**”).

WHEREAS:

- (A) The Company has agreed to issue and the Subscriber has agreed to subscribe for an aggregate of 12,000,000 new ordinary shares (the “**Subscription Shares**” and each a “**Subscription Share**”) of HK\$0.30 each in the capital of the Company subject to and upon the terms and conditions of this Agreement.
- (B) The Subscription Shares are to be allotted and issued pursuant to a specific mandate (the “**Specific Mandate**”) to be sought at the EGM (as defined hereinafter).
- (C) On even date, the Company has entered into a subscription agreement with Lightning Cloud Ltd. (“**Lightning Cloud**”), pursuant to which, among others, the Company has agreed to issue and Lightning Cloud has agreed to subscribe for an aggregate of 33,000,000 Subscription Shares of HK\$0.30 each in the capital of the Company (the “**Lightning Cloud Subscription**”).

1. INTERPRETATION

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings when used herein:

“**Announcement**” the announcement substantially in the form as set out in Appendix A, subject to such further amendments as the parties hereto may agree and the Stock Exchange may require

“**Business Day**” any day (other than a Saturday, Sunday or public holiday or a day on which a typhoon signal no. 8 or above or black rainstorm warning signal is hoisted or the Extreme Conditions is announced in Hong Kong between 9:00 a.m. to 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours

“Completion”	completion of the subscription of the Subscription Shares in accordance with the provisions of Clause 5
“EGM”	the extraordinary general meeting of the Company to be held and convened to approve this Agreement and the transactions contemplated hereunder
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on GEM of the Stock Exchange
“SFC”	Securities and Futures Commission of Hong Kong
“Shareholders”	holder(s) of the issued Share(s)
“Shares”	ordinary shares of HK\$0.10 each in the capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription”	the subscription of the Subscription Shares subject to and upon the terms and conditions of this Agreement
“Subscription Price”	a price of HK\$0.30 per Subscription Share
“Subscription Shares”	has the meaning ascribed to it in the Recital
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers
“this Agreement”	this subscription agreement for the subscription of the Subscription Shares, as amended from time to time
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

1.2 References in this Agreement to the singular shall, where the context so requires, be deemed to include references to the plural and vice versa and references to one gender shall include all genders. The clause headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

1.3 References herein to Recitals and Clauses and Appendices are, unless the context otherwise requires, to recitals to and clauses in and appendices to this Agreement.

2. CONDITIONAL AGREEMENT

2.1 Completion is conditional upon:

- (a) the Stock Exchange granting the listing of and permission to deal in the Subscription Shares;
- (b) all necessary consents and approvals required to be obtained by the parties hereto in respect of this Agreement and the transactions contemplated hereunder, including but not limited to the Subscription, having been obtained; and
- (c) the passing of necessary resolution(s) at the EGM to be held and convened by the Shareholders who are entitled to vote and not required to be abstained from voting under the Listing Rules and other applicable rules and regulations to approve this Agreement and the transactions contemplated hereunder, including the Specific Mandate for the allotment and issue of the Subscription Shares.

2.2 The Company shall apply to the Stock Exchange as soon as practicable after the signing of this Agreement for the grant of the listing and permission to deal in the Subscription Shares referred to in Clause 2.1. The Subscriber shall at the request of the Company furnish such information, supply such documents, give such undertakings and do all such acts and things as may be reasonably required by the Company and the Stock Exchange in connection with the application for the listing of, and permission to deal in, the Subscription Shares.

2.3 In the event the conditions referred to in Clause 2.1 not being fulfilled by 5:00 p.m. on 30 April 2025 (or such other time and date as may be agreed by the parties to this Agreement), all rights, obligations and liabilities of the parties hereunder shall cease and determine and neither party shall have any claim against the other, save for any antecedent breaches of the terms hereof.

3. AGREEMENT TO SUBSCRIBE

3.1 Subject to the fulfillment of all conditions precedent set out Clause 2.1, the Subscriber shall subscribe for the Subscription Shares and the Company shall allot and issue the Subscription Shares to the Subscriber subject to its memorandum and articles of association.

4. SUBSCRIPTION SHARES

4.1 The aggregate consideration for the Subscription Shares of HK\$3,600,000, representing a Subscription Price of HK\$0.30 per Subscription Share, shall be payable on Completion and shall be settled by way of cashier order(s) issued by a licensed bank in Hong Kong in the aggregate sum of HK\$3,600,000 and made payable to the Company or by wiring an aggregate sum of HK\$3,600,000 in clear fund to the bank account as the Company shall inform the Subscriber before the date of Completion or in such other manner as the Company and the Subscriber may agree in writing.

4.2 The Subscription Shares shall be allotted and issued as fully paid or credited as fully paid. The Subscription Shares shall rank pari passu in all respects among themselves and with the Shares in issue on the date of such allotment and issue.

5. COMPLETION

5.1 Completion shall take place within five Business Days (or such other date and time as may be agreed by the parties) after the satisfaction of the conditions set out in Clause 2.1 (the “**Completion Date**”) at the office of the Company at when all (but not part only) of the following business shall be transacted:

- (a) the Subscriber shall deliver to the Company:
 - (i) a letter applying for the Subscription Shares at the Subscription Price signed by the Subscriber substantially in the form set out in Appendix B; and
 - (ii) cashier order(s) issued by a licensed bank in Hong Kong in the aggregate amount of HK\$3,600,000 and made payable to the Company, or documentary evidence to show the bank transfer of an aggregate sum of HK\$3,600,000 to the Company’s bank account or documentary evidence to show the payment of an aggregate sum of HK\$3,600,000 to the Company in such other payment method as agreed between the Company and the Subscriber as referred to in Clause 4.1 above; and
- (b) the Company shall:
 - (i) allot and issue fully paid to the Subscriber the Subscription Shares and shall procure that the Subscriber be registered in the register of members of the Company; and
 - (ii) arrange for the Subscription Shares to be deposited into the CCASS participant’s account of the Subscriber, or (in the case where the Subscription Shares or any of them are not deposited in the Subscriber’s CCASS participant’s account) deliver or cause to be delivered to the Subscriber the share certificate(s) in respect of the Subscription Shares duly issued by the Company in the name of the Subscriber, in each case as directed by the Subscriber by giving not less than five Business Days’ prior written notice to the Company.

5.2 For the avoidance of doubt, Completion and the completion of the Lightning Cloud Subscription are not inter-conditional upon each other.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE COMPANY

6.1 The Company hereby represents, warrants and undertakes to the Subscriber that as at the date hereof and as at Completion, each of the statements in the Schedule of this Agreement (the “**Warranties**”) remains true and correct in all material respects.

6.2 The Company undertakes to notify the Subscriber forthwith on any matter or event coming to its attention prior to Completion which shows any of the Warranties to be or to have been untrue, misleading or inaccurate in any material respect.

6.3 The Company hereby agrees and acknowledges that the Subscriber is entering into this Agreement in reliance on the Warranties. However, save and except as expressly stipulated in

the Schedule of this Agreement, the Subscriber hereby expressly acknowledges and agrees that the Company has not, and shall not be deemed to have, given any representations, warranties or undertakings in relation to any and all of the transactions contemplated in this Agreement and any and all such representations, warranties and undertakings are hereby expressly excluded.

6.4 The Company hereby undertakes to indemnify and keep indemnified the Subscriber against any damages, losses, costs, expenses (including legal costs and expenses) or other liabilities which it may suffer or incur as a result of or in connection with any breach of the Warranties or any of the Warranties being untrue or misleading in any material respect.

6.5 The liability of the Company in respect of any breach of any Warranties or this Agreement shall be limited as provided in Clauses 6.6 to 6.8.

6.6 The Company shall not be liable for any claim in respect of the Warranties and/or under this Agreement unless:

- (a) the Company shall have received from the Subscriber a written notice of such claim specifying in reasonable details the event or default to which the claim relates and the nature of the breach and (if capable of being quantified at that time) the amount claimed, not later than the expiry of a period of three months after the Completion Date; and
- (b) the aggregate amount of liability of the Company for all claims made in connection with the Warranties and/or this Agreement shall not exceed the amount of consideration actually received by the Company.

6.7 Notwithstanding any provision herein, the liability of the Company in connection with the Warranties and this Agreement shall cease on the expiration of three months after the Completion Date.

6.8 The Warranties shall be actionable only by the Subscriber (or its permitted assignees or successors hereunder) and no other persons shall be entitled to make any claim or take any action whatsoever against the Company under, arising out of, or in connection with any of the Warranties and/or this Agreement.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE SUBSCRIBER

7.1 The Subscriber acknowledges that no prospectus will be issued by the Company nor will any prospectus be registered in any jurisdiction in respect of the Subscription or any subsequent offer or sale of the Subscription Shares.

7.2 The Subscriber hereby represents, warrants and undertakes that as at the date hereof and as at Completion:

- (a) it is a company duly incorporated and validly existing under the laws of the British Virgin Islands;

- (b) it has the power and authority to enter into and perform this Agreement and that in entering into this Agreement and in performing its obligations hereunder, it does not and shall not do so in breach of any applicable legislation;
- (c) this Agreement constitutes valid, binding and enforceable obligations of the Subscriber;
- (d) (i) each of the Subscriber and its ultimate beneficial owner is not a connected person (as defined under the Listing Rules) of the Company and not a party acting in concert (as defined under the Takeovers Code) with any shareholders of the Company; and (ii) each of the Subscriber and its ultimate beneficial owner is not interested in any shares and/or any securities convertible or exchangeable into shares of the Company and/or any of its subsidiaries; and
- (e) it will not, directly or indirectly, offer or sell any Subscription Shares or distribute or publish any documents in relation thereto in any country or jurisdiction except under circumstances that will result in compliance with all applicable laws and all offers and sales of the Subscription Shares will be made on such terms.

7.3 The Subscriber hereby agrees and acknowledges that the Company is entering into this Agreement in reliance on the representations and warranties made by it under Clause 7.2 (the “**Subscriber’s Warranties**”). However, save and except as expressly stipulated in Clause 7.2, the Company hereby expressly acknowledges and agrees that the Subscriber has not, and shall not be deemed to have, given any representations, warranties or undertakings in relation to any and all of the transactions contemplated in this Agreement and any and all such representations, warranties and undertakings are hereby expressly excluded.

7.4 The Subscriber hereby undertakes to indemnify and keep indemnified the Company against any damages, losses, costs, expenses (including legal costs and expenses) or other liabilities which it may suffer or incur as a result of or in connection with any breach of the Subscriber’s Warranties or any of the Subscriber’s Warranties being untrue or misleading in any material respect.

7.5 The Subscriber further undertakes to and covenants with the Company that, without the prior written consent of the Company, the Subscriber shall not, and shall procure the registered owner or nominee of the Subscription Shares (if applicable) not to, at any time during a period commencing on the Completion Date and ending on the date which is twelve (12) months from the Completion Date (both dates inclusive), offer, pledge, charge, sell, contract to sell, sell any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of (nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interests or encumbrances), either directly or indirectly, conditionally or unconditionally, any of the Subscription Shares or any part thereof or any interest therein.

8. COSTS AND EXPENSES

8.1 Each party shall bear its own costs and expenses (including legal expenses) in respect of the transactions contemplated by this Agreement and all other expenses for the implementation of such transactions.

9. ANNOUNCEMENT

The Company shall cause the Announcement be published on the Stock Exchange website as soon as reasonably practicable after the entering into of this Agreement. Save as aforesaid or as may be required under applicable laws and regulations including the Listing Rules or by the Stock Exchange, the SFC or other relevant regulatory authorities, no press or other announcement shall be made in connection with the subject matter of this Agreement by any party without the prior approval of the other. Where any press or other announcement is required under applicable laws and regulations including the Listing Rules or by the Stock Exchange, the SFC or other relevant regulatory authorities, the party proposing to make the announcement shall so far as practicable consult with the other party regarding the terms of such announcement prior to its release.

10. CONTINUING OBLIGATIONS AND TIME

10.1 All provisions of this Agreement shall continue in full force and effect notwithstanding Completion except in respect of those matters then already performed.

10.2 Each of the Company and the Subscriber hereby undertakes to the other that each of them will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions contemplated hereby.

10.3 Time shall be of the essence of this Agreement as regards any time or period specified herein or which may be varied with the agreements of both parties.

11. SUCCESSORS AND ASSIGNS

11.1 This Agreement shall be binding on and shall enure for the benefit of each party's successors and assigns and personal representatives (as the case may be), but no assignment may be made of any of the rights or obligations hereunder of either party without the prior written consent of the other party.

12. COUNTERPARTS

12.1 This Agreement may be signed in any number of counterparts, each of which shall be binding upon the party executing it and which together shall constitute one agreement.

13. NOTICES

13.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**communication**" in this Clause 13) shall be in writing in the English language and may be served by leaving the same at or sending the same by post in a postage prepaid envelope or by facsimile transmission to the correspondence address stated after the relevant party's name at the beginning of this Agreement or to the registered office for the time being of the party to be served or to such other address (which must be in Hong Kong) or facsimile number as may have been notified in writing by such party to the party serving the communication specifically referring to this Agreement.

13.2 A communication served in accordance with Clause 13.1 shall be deemed to have been received by its addressee one Business Day after the same was left at or sent to its registered office or other address for service (if sent by local mail) or five Business Days after the same was sent to its registered office or other address for service (if sent by airmail) or on despatch (if sent by facsimile transmission).

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

14.2 The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but the terms of this Agreement may be enforced in any court of competent jurisdiction.

14.3 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Agreement, and whether so provided in this Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement.

IN WITNESS hereof the parties hereto have duly executed this Agreement the day and year first above written.

THE SUBSCRIBER

SIGNED by Zhang Ditang)
)
for and on behalf of)
)
Z LIVING INTERNATIONAL)
COMPANY LIMITED)
)
in the presence of:)

For and on behalf of
Z LIVING INTERNATIONAL COMPANY LIMITED

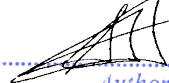


.....
Authorized Signature(s)

THE COMPANY

SIGNED by)
)
for and on behalf of)
)
ZHI SHENG GROUP HOLDINGS)
LIMITED)
)
in the presence of:)

For and on behalf of
Zhi Sheng Group Holdings Limited
智昇集團控股有限公司



.....
Authorized Signature(s)

SCHEDULE

Warranties

- (a) Incorporation: the Company is duly incorporated and validly existing in good standing under the laws of the Cayman Islands with power to conduct its business in the manner presently conducted.
- (b) Authorisation:
 - (i) save as mentioned in this Agreement and subject to the fulfilment of the conditions precedent set out in Clause 2.1 of this Agreement, the Company has the full power and authority to enter into and perform this Agreement and the directors of the Company are authorised to allot and issue the Subscription Shares and that in entering into this Agreement, the Company does not do so in breach of any applicable legislation or rules and this Agreement constitutes a valid, binding and enforceable obligations of the Company; and
 - (ii) subject to the fulfilment of the conditions precedent hereunder, the Company has full power and authority to allot and issue the Subscription Shares and perform its obligations thereunder, and in particular the Company shall at all material times have sufficient authorised but unissued share capital for the Company to perform its obligations under the this Agreement, when issued, shall be duly authorised and shall rank *pari passu* in all respects with all other existing Shares outstanding at the date of allotment and issue and be entitled to all dividends and distributions the record date for which falls on a date on or after the date of the allotment and issue.
- (c) Consents: subject to the fulfilment of the conditions precedent hereunder, all necessary consents authorisations and approvals of any governmental agency or regulatory body required in Hong Kong or the Cayman Islands or any other relevant jurisdiction for or in connection with this Agreement and the performance of the terms hereof and thereof have been obtained or made or shall have been obtained or made by Completion.
- (d) No Conflict: the execution of this Agreement and the allotment and issue of the Subscription Shares does not infringe and is not contrary to any laws or regulations of any government or regulatory body of Hong Kong, the Cayman Islands or any other relevant jurisdiction and does not result in any breach of the terms of the articles of the Company and shall not conflict with or result in a breach of any of the terms of or constitute a default under any deed, agreement, mortgage or other obligation to which the Company is a party or by which any of its properties or assets are bound.

APPENDIX “A”

Announcement

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

This announcement appears for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of the Company.

ZHI SHENG GROUP HOLDINGS LIMITED

智昇集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8370)

(1) CONNECTED TRANSACTION IN RELATION TO THE SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE AND

(2) SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

(1) CONNECTED TRANSACTION IN RELATION TO THE SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 21 October 2024 (after trading hours), the Company and the Subscriber I entered into the Subscription Agreement I, pursuant to which, among others, the parties conditionally agreed that the Subscriber I shall subscribe for, and the Company shall allot and issue, the Subscription Shares I at the Subscription Price.

The Subscription Shares I represent (i) approximately 36.37% of the total number of issued Shares as at the date of this announcement; (ii) approximately 26.67% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I; and (iii) approximately 24.31% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I and Subscription Shares II, assuming that there will be no changes in the total number of issued Shares between the date of this announcement and the Completion Date.

Completion of the Subscription Agreement I is conditional upon, among other things, (i) the Stock Exchange having granted approval for the listing of, and permission to deal in, the Subscription Shares I and (ii) the passing of necessary resolution(s) at the EGM to approve the Subscription Agreement I and the transactions contemplated hereunder, including the Specific Mandate I for the allotment and issue of the Subscription Shares I.

The Subscription Shares I will be allotted and issued by the Company under the Specific Mandate I. An application will be made by the Company to the Stock Exchange for the listing of, and the permission to deal in, the Subscription Shares I.

GEM LISTING RULES IMPLICATIONS

As at the date of this announcement, the Subscriber I is wholly and beneficially owned by Mr. Lai, who is an executive Director, and is therefore a connected person of the Company under Chapter 20 of the GEM Listing Rules. Accordingly, the Subscription I constitutes a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholder's approval requirements under Chapter 20 of the GEM Listing Rules.

As Mr. Lai is considered to have a material interest in the Subscription I and the transactions contemplated thereunder, he had abstained from voting on the Board resolution(s) of the Company to approve the Subscription Agreement I and the transactions contemplated thereunder.

ESTABLISHMENT OF INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee comprising all the independent non-executive Directors has been established to give a recommendation to the Independent Shareholders as to whether the terms of the Subscription Agreement I are on normal commercial terms or better and fair and reasonable, is in the interests of the Company and its shareholders as a whole and as to how to vote at the EGM. The Independent Financial Adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

(2) SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 21 October 2024 (after trading hours), the Company and the Subscriber II entered into Subscription Agreement II, pursuant to which, among others, the Company has conditionally agreed to allot and issue, and the Subscriber II has conditionally agreed to subscribe for, the Subscription Shares II at the Subscription Price.

The Subscription Shares II represent (i) approximately 13.23% of the total number of issued Shares as at the date of this announcement; (ii) approximately 11.68% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares II; and (iii) approximately 8.84% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I and Subscription Shares II, assuming that there will be no changes in the total number of issued Shares between the date of this announcement and the Completion Date.

Completion of the Subscription Agreement II is conditional upon, among other things, (i) the Stock Exchange having granted approval for the listing of, and permission to deal in, the Subscription Shares II and (ii) the passing of necessary resolution(s) at the EGM to approve the Subscription Agreement II and the transactions contemplated hereunder, including the Specific Mandate II for the allotment and issue of the Subscription Shares II.

The Subscription Shares II will be allotted and issued by the Company under the Specific Mandate II. An application will be made by the Company to the Stock Exchange for the listing of, and the permission to deal in, the Subscription Shares II.

EGM

The EGM will be convened and held for the purpose of considering and, if thought fit, approving the Subscription Agreements and the transactions contemplated thereunder and the grant of the Specific Mandates for the allotment and issue of the Subscription Shares.

To the best of the knowledge, information and belief of the Directors, no existing Shareholder has a material interest in the transactions contemplated under the Subscription Agreement I and no Shareholder is required to abstain from voting on the resolution(s) to approve the Subscription Agreement I and the transactions contemplated thereunder at the EGM.

To the best of the knowledge, information and belief of the Directors, no existing Shareholder has a material interest in the transactions contemplated under the Subscription Agreement II and no Shareholder is required to abstain from voting on the resolution(s) to approve the Subscription Agreement II and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, (i) details of the Subscription Agreements and the transactions contemplated thereunder; (ii) a letter from the Independent Board Committee containing its opinion and recommendations to the Independent Shareholders in respect of the Subscription Agreement I and the transactions contemplated thereunder; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Subscription Agreement I and the transactions contemplated thereunder; and (iv) a notice convening the EGM, will be despatched to the Shareholders on or before 2 December 2024 in order to allow the Company sufficient time to prepare the necessary information for inclusion in the circular.

Completion of the Subscriptions are subject to the satisfaction of the conditions precedent in the Subscription Agreements, and the Subscriptions may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

(1) CONNECTED TRANSACTION IN RELATION TO THE SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 21 October 2024 (after trading hours), the Company and the Subscriber I entered into the Subscription Agreement I, pursuant to which the parties conditionally agreed that the Subscriber I shall subscribe for, and the Company shall allot and issue, the Subscription Shares I at the Subscription Price.

THE SUBSCRIPTION AGREEMENT I

The principal terms of the Subscription Agreement I are as follows:

Date

21 October 2024 (after trading hours)

Parties

The Company and the Subscriber I

Number of Subscription Shares I

The Subscription Shares I represent (i) approximately 36.37% of the total number of issued Shares as at the date of this announcement; (ii) approximately 26.67% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I; and (iii) approximately 24.31% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I and Subscription Shares II, assuming that there will be no changes in the total number of issued Shares between the date of this announcement and the Completion Date. Based on the closing price of the Shares of HK\$0.76 per Share on the Last Trading Day, the Subscription Shares I have a market value of HK\$25,080,000 and an aggregate nominal value of HK\$3,300,000.

The Subscription Shares I will be allotted and issued under the Specific Mandate I. An application will be made by the Company to the Stock Exchange for the listing of, and the permission to deal in, the Subscription Shares I.

Subscription Price

The Subscription Price is HK\$0.30 per Subscription Share, and the aggregate Subscription Price of all Subscription Shares I of HK\$9,900,000 payable by the Subscriber I shall be payable in cash upon completion of the Subscription I.

The Subscription Price represents:

- (i) a discount of approximately 60.53% to the closing price of HK\$0.76 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 60.63% to the average closing price of HK\$0.762 per Share as quoted on the Stock Exchange for the five consecutive trading days immediately prior to the Last Trading Day; and

- (iii) a premium of approximately 25.52% over the Group's audited consolidated net asset value attributable to the Shareholders per Share of approximately HK\$0.239 as at 30 June 2024 (based on a total of 90,733,332 Shares as at the Last Trading Day and the Group's audited consolidated net asset value attributable to the Shareholders of approximately RMB19,797,000 (equivalent to approximately HK\$21,660,000) as at 30 June 2024).

The net Subscription Price (after deduction of all professional fees and related expenses) is estimated to be approximately HK\$0.29 per Subscription Share.

The Subscription Price was arrived at after arm's length negotiations between the Company and the Subscriber I with reference to, among other things, the prevailing market price of the Shares, the market conditions and the funding needs of the Group.

Ranking of the Subscription Shares I

The Subscription Shares I when allotted and issued, shall rank *pari passu* in all respects among themselves, and with all other existing Shares outstanding on the date of allotment and issue of the Subscription Shares I including all dividends declared or payable or distribution made or proposed on or after the date of completion of the Subscription I.

Conditions Precedent

Completion of the Subscription I is conditional upon the following conditions being fulfilled on or before the Long Stop Date:

- (a) the Stock Exchange granting the listing of and permission to deal in the Subscription Shares I;
- (b) all necessary consents and approvals required to be obtained by the parties under the Subscription Agreement I in respect of the Subscription Agreement I and the transactions contemplated thereunder, including but not limited to the Subscription I, having been obtained; and
- (c) the passing of necessary resolution(s) at the EGM to be held and convened by the Independent Shareholders to approve the Subscription Agreement I and the transactions contemplated hereunder, including the Specific Mandate I for the allotment and issue of the Subscription Shares I.

None of the conditions set out above may be waived by the Company or the Subscriber I. If the conditions set out above are not fulfilled on or before the Long Stop Date, the Subscription Agreement I shall terminate and neither of the parties shall have any claim against the other for costs, damages, compensation or otherwise save for any antecedent breach of such Subscription Agreement I.

ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE AND APPOINTMENT OF THE INDEPENDENT FINANCIAL ADVISER

The Independent Board Committee comprising all the independent non-executive Directors has been established to give a recommendation to the Independent Shareholders as to whether the terms of the Subscription Agreement I are on normal commercial terms or better and fair and reasonable, whether the Subscription I is in the interests of the Company and its shareholders as a whole and as to how to vote at the EGM. The Independent Financial Adviser will be appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

As completion of the Subscription I is subject to the satisfaction of the conditions precedent in the Subscription Agreement I, the Subscription I may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

(2) SUBSCRIPTION OF NEW SHARES UNDER SPECIFIC MANDATE

The Board is pleased to announce that on 21 October 2024 (after trading hours), the Company and the Subscriber II entered into the Subscription Agreement II, pursuant to which the parties conditionally agreed that the Subscriber II shall subscribe for, and the Company shall allot and issue, the Subscription Shares II at the Subscription Price.

THE SUBSCRIPTION AGREEMENT II

The principal terms of the Subscription Agreement II are as follows:

Date

21 October 2024 (after trading hours)

Parties

The Company and the Subscriber II

Number of Subscription Shares II

The Subscription Shares II represent (i) approximately 13.23% of the total number of issued Shares as at the date of this announcement; (ii) approximately 11.68% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares II; and (iii) approximately 8.84% of the total number of issued Shares as enlarged by the allotment and issue of the Subscription Shares I and Subscription Shares II, assuming that there will be no changes in the total number of issued Shares between the date of this announcement and the Completion Date. Based on the closing price of the Shares of HK\$0.76 per Share on the Last Trading Day, the Subscription Shares II have a market value of HK\$9,120,000 and an aggregate nominal value of HK\$1,200,000.

The Subscription Shares II will be allotted and issued under the Specific Mandate II. An application will be made by the Company to the Stock Exchange for the listing of, and the permission to deal in, the Subscription Shares II.

Subscription Price

The Subscription Price is HK\$0.30 per Subscription Share, and the aggregate Subscription Price of all Subscription Shares II of HK\$3,600,000 payable by the Subscriber II shall be payable in cash upon completion of the Subscription II.

The Subscription Price represents:

- (i) a discount of approximately 60.53% to the closing price of HK\$0.76 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (ii) a discount of approximately 60.63% to the average closing price of HK\$0.762 per Share as quoted on the Stock Exchange for the five consecutive trading days immediately prior to the Last Trading Day; and
- (iii) a premium of approximately 25.52% over the Group's audited consolidated net asset value attributable to the Shareholders per Share of approximately HK\$0.239 as at 30 June 2024 (based on a total of 90,733,332 Shares as at the Last Trading Day and the Group's audited consolidated net asset value attributable to the Shareholders of approximately RMB19,797,000 (equivalent to approximately HK\$21,660,000) as at 30 June 2024).

The net Subscription Price (after deduction of all professional fees and related expenses) is estimated to be approximately HK\$0.29 per Subscription Share.

The Subscription Price was arrived at after arm's length negotiations between the Company and the Subscriber II with reference to, among other things, the prevailing market price of the Shares, the market conditions and the funding needs of the Group.

Ranking of the Subscription Shares II

The Subscription Shares II when allotted and issued, shall rank *pari passu* in all respects among themselves, and with all other existing Shares outstanding on the date of allotment and issue of the Subscription Shares II including all dividends declared or payable or distribution made or proposed on or after the date of completion of the Subscription II.

Conditions Precedent

Completion of the Subscription II is conditional upon the following conditions being fulfilled on or before the Long Stop Date:

- (a) the Stock Exchange granting the listing of and permission to deal in the Subscription Shares II;
- (b) all necessary consents and approvals required to be obtained by the parties under the Subscription Agreement II in respect of the Subscription Agreement II and the transactions contemplated thereunder, including but not limited to the Subscription II, having been obtained; and

- (c) the passing of necessary resolution(s) at the EGM to be held and convened by the Shareholders who are entitled to vote and not required to be abstained from voting under the GEM Listing Rules and other applicable rules and regulations to approve the Subscription Agreement II and the transactions contemplated hereunder, including the Specific Mandate II for the allotment and issue of the Subscription Shares II.

None of the conditions set out above may be waived by the Company or the Subscriber II. If the conditions set out above are not fulfilled on or before the Long Stop Date, the Subscription Agreement II shall terminate and neither of the parties shall have any claim against the other for costs, damages, compensation or otherwise save for any antecedent breach of such Subscription Agreement II.

As completion of the Subscription II is subject to the satisfaction of the conditions precedent in the Subscription Agreement II, the Subscription II may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

LOCK-UP UNDERTAKINGS

Each of the Subscribers undertakes to and covenants with the Company that, without the prior written consent of the Company, it shall not, and shall procure the registered owner or nominee of the Subscription Shares (if applicable) not to, at any time during a period commencing on the Completion Date and ending on the date which is twelve (12) months from the Completion Date (both dates inclusive), offer, pledge, charge, sell, contract to sell, sell any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of (nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interests or encumbrances), either directly or indirectly, conditionally or unconditionally, any of the Subscription Shares or any part thereof or any interest therein.

INFORMATION OF THE PARTIES

The Company

The Company is an investment holding company. The Group is principally engaged in the manufacture and sale of furniture products and sells its products to the domestic PRC market with a large proportion of its sales derived from Sichuan Province, Chongqing City and Guizhou Province, and the data centre business in the PRC.

The Subscriber I

The Subscriber I is a company incorporated in the British Virgin Islands with limited liability and an investment holding company. The ultimate beneficial owner of the Subscriber I is Mr. Lai.

As at the date of this announcement, Mr. Lai is an executive Director and the holder of 10,000,000 share options granted by the Company on 2 August 2021 under the share option deed of the Company dated 2 June 2021. None of the outstanding options have been exercised as at the date of this announcement.

The Subscriber II

The Subscriber II is a company incorporated in Hong Kong with limited liability and is principally engaged in trading of furniture. The ultimate beneficial owner of the Subscriber II is Zhang Ditang.

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, each of the Subscriber II and its ultimate beneficial owner and associates is an Independent Third Party.

REASONS FOR THE SUBSCRIPTIONS AND USE OF PROCEEDS

References are made to the announcements of the Company dated 3 January 2024, 2 September 2024 and the circular of the Company dated 22 January 2024 in relation to, among others, the issue of the 2024 Convertible Bonds. As stated in the announcement of the Company dated 2 September 2024, the maturity date of the 2024 Convertible Bonds falls on 19 February 2025. As stated in the annual report of the Company for the year ended 30 June 2024, the Group recorded net current assets of approximately RMB6.5 million, which was a substantial decrease as compared with RMB18.3 million as at 30 June 2023. Although the Group had cash and cash equivalents of approximately RMB22.1 million as at 30 June 2024, over 88% of which were denominated in RMB and owned by the subsidiaries of the Company established and operating in the PRC. The disposal of such cash resources maintained by the PRC subsidiaries out of the PRC are subject to the PRC's Foreign Exchange Control Regulations, thus there are difficulties for the Group in remitting those cash reserves out of the PRC for repaying the 2024 Convertible Bonds. In addition, the Directors consider it more beneficial for the Group to retain its internal cash resources to support the Group's daily operation. Hence, the Group has imminent funding needs in Hong Kong.

The gross proceeds from the Subscriptions will be HK\$13.5 million. The net proceeds from the Subscriptions, after deduction of relevant legal and advisory costs, is estimated to be approximately HK\$12.9 million. The Company intends to apply the net proceeds of (i) HK\$12.4 million for the repayment of the 2024 Convertible Bonds which will mature on 19 February 2025; and (ii) approximately HK\$0.5 million for the general working capital of the Group. The Board considers that the Subscriptions represent a good opportunity to reduce the indebtedness of the Group. The Board has also considered other fund-raising methods including bank borrowing, rights issue and open offer. As (i) bank borrowing may increase the interest burden of the Group, and (ii) rights issue and open offer are comparably time and cost consuming as preparation and publication of listing document, prospectus and/or application form are required, and the acceptance level is uncertain given the generally thin trading liquidity of the Group over the past years, the Board considers that notwithstanding the potential dilution effect which will arise from the Subscriptions, the Subscriptions are more desirable given the factors above and imminent funding needs of the Group.

The Directors (excluding the independent non-executive Directors whose view will be expressed in the circular after considering the opinion of the Independent Financial Adviser) consider that the terms of the Subscription Agreement I are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The Directors consider that the terms of the Subscription Agreement II are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The completion of the Subscription I and Subscription II are not inter-conditional upon each other. Further announcement will be made by the Company as necessary in accordance with the GEM Listing Rules in case of any change of use of proceeds.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

Set out below the details of the equity fund raising activity of the Company conducted in the past twelve months immediately preceding the date of this announcement:

Date of announcement	Fund raising activity	Net proceeds	Intended use of the net proceeds	Actual use of proceeds
3 January 2024	Subscription of convertible bonds (i.e. 2024 Convertible Bonds)	HK\$12.4 million	Setting off all outstanding amount payable by the Company to Billion Eggs Limited and Rock Link Limited for the outstanding convertible bonds issued by the Company on 15 January 2020	Fully applied as intended

EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY

The following is a table illustrating the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately after completion of the Subscription I only; (iii) immediately after completion of the Subscription II only; and (iv) immediately after completion of the Subscription I and Subscription II, assuming that there will be no change in the total number of Shares in issue (other than the issue of the Subscription Shares) between the date of this announcement and the Completion Date:

	(i) As at the date of this announcement		(ii) Immediately after completion of the Subscription I only		(iii) Immediately after completion of the Subscription II only		(iv) Immediately after completion of the Subscription I and Subscription II	
	<i>Shares</i>	<i>%</i>	<i>Shares</i>	<i>%</i>	<i>Shares</i>	<i>%</i>	<i>Shares</i>	<i>%</i>
Sun Universal Limited (<i>Note 1</i>)	26,330,040	29.02	26,330,040	21.28	26,330,040	25.63	26,330,040	19.40
Brilliant Talent Global Limited (<i>Note 2</i>)	8,040,000	8.86	8,040,000	6.50	8,040,000	7.83	8,040,000	5.92
The Subscriber I (<i>Note 3</i>)	—	—	33,000,000	26.67	—	—	33,000,000	24.31
The Subscriber II	—	—	—	—	12,000,000	11.68	12,000,000	8.84
Other public Shareholders	<u>56,363,292</u>	<u>62.12</u>	<u>56,363,292</u>	<u>45.55</u>	<u>56,363,292</u>	<u>54.86</u>	<u>56,363,292</u>	<u>41.53</u>
Total	<u>90,733,332</u>	<u>100.00</u>	<u>123,733,332</u>	<u>100.00</u>	<u>102,733,332</u>	<u>100.00</u>	<u>135,733,332</u>	<u>100.00</u>

Notes:

1. The entire issued share capital of Sun Universal Limited is owned by Mr. Ma Gary Ming Fai, an executive Director. Mr. Ma Gary Ming Fai is deemed to be interested in the Shares held by Sun Universal Limited for the purpose of Part XV of the Securities and Futures Ordinance.
2. The entire issued share capital of Brilliant Talent Global Limited is owned by Ms. Zhang Gui Hong who is the spouse of Mr. Yi Cong, an executive Director.
3. The Subscriber I is wholly and beneficially owned by Mr. Lai.
4. Certain percentage figures in the above table are subject to rounding adjustments. Accordingly, figures shown as totals may not be an arithmetic aggregation of the figures preceding them.

GEM LISTING RULES IMPLICATIONS

As at the date of this announcement, the Subscriber I is wholly and beneficially owned by Mr. Lai, who is an executive Director, and is therefore a connected person of the Company under Chapter 20 of the GEM Listing Rules. Accordingly, the Subscription I constitutes a connected transaction of the Company and is subject to the reporting, announcement, circular and Independent Shareholder's approval requirements under Chapter 20 of the GEM Listing Rules.

As Mr. Lai is considered to have a material interest in the Subscription I and the transactions contemplated thereunder, he had abstained from voting on the Board resolution(s) of the Company to approve the Subscription Agreement I and the transactions contemplated thereunder.

EGM

The EGM will be convened and held for the purpose of considering and, if thought fit, approving the Subscription Agreements and the transactions contemplated thereunder and the grant of the Specific Mandates for the allotment and issue of the Subscription Shares.

To the best of the knowledge, information and belief of the Directors, no existing Shareholder has a material interest in the transactions contemplated under the Subscription Agreement I and no Shareholder is required to abstain from voting on the resolution(s) to approve the Subscription Agreement I and the transactions contemplated thereunder at the EGM.

To the best of the knowledge, information and belief of the Directors, no existing Shareholder has a material interest in the transactions contemplated under the Subscription Agreement II and no Shareholder is required to abstain from voting on the resolution(s) to approve the Subscription Agreement II and the transactions contemplated thereunder at the EGM.

A circular containing, among other things, (i) details of the Subscription Agreements and the transactions contemplated thereunder; (ii) a letter from the Independent Board Committee containing its opinion and recommendations to the Independent Shareholders in respect of the Subscription Agreement I and the transactions contemplated thereunder; (iii) a letter of advice from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the Subscription Agreement I and the transactions contemplated thereunder; and (iv) a notice convening the EGM, will be despatched to the Shareholders on or before 2 December 2024 in order to allow the Company sufficient time to prepare the necessary information for inclusion in the circular.

Completion of the Subscriptions are subject to the satisfaction of the conditions precedent in the Subscription Agreements, and the Subscriptions may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares.

DEFINITIONS

In this announcement, the following expressions shall have the meaning set out below unless the context requires otherwise:

“2024 Convertible Bonds”	the zero coupon convertible bonds issued by the Company on 26 February 2024 in the aggregate principal amount of HK\$12,400,000, details of which are set out in the announcements of the Company dated 3 January 2024, 2 September 2024 and the circular of the Company dated 22 January 2024
“associate”	has the same meaning ascribed to it under the GEM Listing Rules
“Board”	the board of Directors
“Business Day”	a day (excluding Saturday, Sunday, public holiday and any day on which a tropical cyclone warning signal no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business throughout their normal business hours
“Company”	Zhi Sheng Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the issued Shares of which are listed on GEM
“Completion”	completion of the Subscriptions

“Completion Date”	five Business Day following the day on which all the conditions precedents pursuant to the Subscription Agreements are satisfied in full, or such other date as the Company and the Subscribers may agree in writing
“connected person(s)”	has the meaning ascribed to it under the GEM Listing Rules
“Director(s)”	director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the Subscription Agreements and the transactions contemplated thereunder (including the grant of the Specific Mandates for the allotment and issue of the Subscription Shares)
“GEM”	GEM operated by the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on GEM
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent committee of the Board, comprising all the independent non-executive Directors
“Independent Financial Adviser”	the independent financial adviser to be appointed by the Company for the purpose of advising the Independent Board Committee and the Independent Shareholders in respect of the Subscription Agreement I and the transactions contemplated thereunder (including the grant of the Specific Mandate I)
“Independent Shareholders”	the Shareholders other than those who are required to abstain under the GEM Listing Rules from voting at the EGM for the resolution(s) approving the Subscription Agreement I and the transactions contemplated thereunder (including the grant of the Specific Mandate I)
“Independent Third Party(ies)”	the individual(s) or company(ies) which is/are not connected with any Directors, chief executive or substantial shareholders of the Company, its subsidiaries or any of their respective associates and is/are independent of the Company
“Last Trading Day”	21 October 2024, being the date of the Subscription Agreements

“Long Stop Date”	30 April 2025 or such other date may be agreed by the Company and the Subscribers
“Mr. Lai”	Mr. Lai Ningning, an executive Director
“PRC”	the People’s Republic of China, which, for the purpose of this announcement, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“Share(s)”	the ordinary share(s) of par value of HK\$0.1 each in the share capital of the Company
“Shareholder(s)”	the holder(s) of the Share(s)
“Specific Mandate I”	the specific mandate to be sought from the Independent Shareholders at the EGM and to be granted to the Board for the allotment and issue of the Subscription Shares I
“Specific Mandate II”	the specific mandate to be sought from the Shareholders at the EGM and to be granted to the Board for the allotment and issue of the Subscription Shares II
“Specific Mandates”	collectively, Specific Mandate I and Specific Mandate II
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber I”	Lightning Cloud Ltd., a company incorporated in the British Virgin Islands with limited liability
“Subscriber II”	Z Living International Company Limited, a company incorporated in Hong Kong with limited liability
“Subscribers”	collectively, Subscriber I and Subscriber II
“Subscription I”	the subscription of the Subscription Shares I by the Subscriber I in accordance with the terms and conditions of the Subscription Agreement I
“Subscription II”	the subscription of the Subscription Shares II by the Subscriber II in accordance with the terms and conditions of the Subscription Agreement II
“Subscription Agreement I”	the subscription agreement dated 21 October 2024 entered into between the Company and the Subscriber I in relation to the Subscription I
“Subscription Agreement II”	the subscription agreement dated 21 October 2024 entered into between the Company and the Subscriber II in relation to the Subscription II

“Subscription Agreements”	collectively, Subscription Agreement I and Subscription Agreement II
“Subscription Price”	HK\$0.30 per Subscription Share
“Subscription Shares I”	an aggregate of 33,000,000 new Shares to be subscribed by the Subscriber I pursuant to the Subscription Agreement I
“Subscription Shares II”	an aggregate of 12,000,000 new Shares to be subscribed by the Subscriber II pursuant to the Subscription Agreement II
“Subscription Shares”	collectively, Subscription Shares I and Subscription Shares II
“Subscriptions”	collectively, Subscription I and Subscription II
“%”	per cent

By order of the Board
Zhi Sheng Group Holdings Limited
Ma Gary Ming Fai
Executive Director

Hong Kong, 21 October 2024

As at the date of this announcement, the Board comprises Mr. Yi Cong, Mr. Liang Xing Jun, Mr. Ma Gary Ming Fai and Mr. Lai Ningning as executive Directors; Mr. Luo Guoqiang as non-executive Director; and Mr. Chan Wing Kit, Ms. Chan Pui Shan and Mr. Lin Xiaodong as independent non-executive Directors.

This announcement, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this announcement is accurate and complete in all material respects and not misleading or deceptive; and there are no other matters the omission of which would make any statement herein or this announcement misleading.

This announcement will remain on the “Latest Listed Company Information” page of the Stock Exchange’s website at www.hkexnews.hk for at least 7 days from the date of its posting and on the Company’s website at www.qtbj.com.

APPENDIX “B”

Date:

Zhi Sheng Group Holdings Limited (the “Company”)
Room 747, 7/F,
Star House,
3 Salisbury Road,
Kowloon,
Hong Kong

Dear Sirs

Subscription for Shares

We write to apply for 12,000,000 new shares of HK\$0.10 each (the “Shares”) in your Company subject to the articles of association of your Company at a subscription price of HK\$0.30 per Share.

We hereby confirm that the subscription monies have been fully settled in accordance with the terms of the subscription agreement.

You are authorised and requested to deliver the share certificate(s) for the Shares applied for to us with the following details:

Name: [*]
Address: [*]

or

CCASS participant’s account details: [*]

In consideration of the allotment and issue of the Shares to us, we confirm that we are subscribing for the Shares as principal on behalf of ourselves and not as nominee or agent.

Yours faithfully,
For and on behalf of
Z LIVING INTERNATIONAL COMPANY LIMITED

Name: Zhang Ditang
Director