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FULLSUN INTERNATIONAL HOLDINGS GROUP CO., LIMITED

福晟國際控股集團有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 00627)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of Fullsun International Holdings Group Co., Limited (the “**Company**”) will be held at Portion 2, 12/F, The Center, 99 Queen’s Road Central, Central, Hong Kong at 11:00 a.m. on Thursday, 13 July 2023 for the purposes of considering and, if thought fit, passing with or without amendments, the following resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the subscription agreement (the “**Subscription Agreement**”) dated 11 July 2022 (a copy of which is produced to the Meeting marked “**A**” and signed by the chairman of the Meeting for the purpose of identification) and entered into between the Company and CIS FUND OFC – CIS OPPORTUNITIES I FUND (the “**Subscriber**”) pursuant to which, among others, the Company has conditionally agreed to allot and issue and the Subscriber has conditionally agreed to subscribe for 1,307,019,402 New Shares (as defined below) (the “**Subscription Shares**”) at the subscription price of HK\$168,000,000 (the “**Subscription**”) and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

- (b) the supplemental agreement (the “**Supplemental Agreement**”) to the Subscription Agreement dated 9 September 2022 (a copy of which is produced to the Meeting marked “**B**” and signed by the chairman of the Meeting for the purpose of identification) and entered into between the Company and the Subscriber pursuant to which the Company and the Subscriber have agreed to make certain amendments to the Subscription Agreement, be and are hereby approved, confirmed and ratified;
- (c) the supplemental agreement (the “**Second Supplemental Agreement**”) to the Subscription Agreement (as supplemented and amended by the Supplemental Agreement) dated 3 March 2023 (a copy of which is produced to the Meeting marked “**C**” and signed by the chairman of the Meeting for the purpose of identification) and entered into between the Company and the Subscriber pursuant to which the Company and the Subscriber have agreed to make certain amendments to the Subscription Agreement, be and are hereby approved, confirmed and ratified;
- (d) the supplemental agreement (the “**Third Supplemental Agreement**”) to the Subscription Agreement (as supplemented and amended by the Supplemental Agreement and the Second Supplemental Agreement) dated 2 June 2023 (a copy of which is produced to the Meeting marked “**D**” and signed by the chairman of the Meeting for the purpose of identification) and entered into between the Company and the Subscriber pursuant to which the Company and the Subscriber have agreed to make certain amendments to the Subscription Agreement, be and are hereby approved, confirmed and ratified;
- (e) the supplemental agreement (the “**Fourth Supplemental Agreement**”) to the Subscription Agreement (as supplemented and amended by the Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement) dated 20 June 2023 (a copy of which is produced to the Meeting marked “**E**” and signed by the chairman of the Meeting for the purpose of identification) and entered into between the Company and the Subscriber pursuant to which the Company and the Subscriber have agreed to make certain amendments to the Subscription Agreement, be and are hereby approved, confirmed and ratified;

- (f) subject to the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of and permission to deal in the Subscription Shares, the directors (the “**Directors**”) of the Company be and are hereby granted a specific mandate for the allotment and issue of the Subscription Shares in accordance with the terms of the Subscription Agreement (as supplemented and amended by the Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement and the Fourth Supplemental Agreement); and
- (g) any one of the directors of the Company be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as he/she considers necessary, expedient or desirable in connection with and to give effect to the Subscription Agreement (as supplemented and amended by the Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement and the Fourth Supplemental Agreement) and the transactions contemplated thereunder.”

2. “**THAT:**

- (a) the scheme of arrangement (the “**Scheme**”) material particulars whereof are disclosed in the scheme of arrangement document of the Company dated 27 April 2023 and despatched to the creditors (the “**Creditors**”) of the Company (details of the major terms of the Scheme are set out in the section headed “Letter from the Board – The Scheme” in the circular (the “**Circular**”) of the Company dated 23 June 2023), which is to be effected as a scheme under Part 13 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), be and is hereby approved, confirmed and ratified, subject to any modification thereof or addition thereof approved or imposed by the High Court of Hong Kong (if any);
- (b) the proposed payment of cash, funded from the net proceeds of the Subscription under Resolution no. 1 and the proposed distribution of the Residual Value (as defined in the Circular) (if any) to Creditors on a pro-rata basis in accordance with the terms of the Scheme be and are hereby approved; and
- (c) any one of the directors of the Company be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as he/she considers necessary, expedient or desirable in connection with and to give effect to the Scheme and the transactions contemplated thereunder.”

3. **“THAT:**

- (a) the transfer of all the issued shares in each of Intelligent Lead Holdings Limited, Vivalink Limited and Giant Astute Limited (both indirect wholly-owned subsidiaries of the Company) from Sunny Pavilion Ventures Limited (a direct wholly-owned subsidiary of the Company) as transferor, to a special purpose vehicle to be incorporated in Hong Kong and entirely held and controlled by the administrators of the scheme of arrangement (the **“Scheme”**) proposed by the Company under sections 670, 671, 673 and 674 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) between the Company and the creditors of the Company as transferee, at nil consideration pursuant to the terms of the Scheme (the **“Group Reorganisation”**) be and is hereby approved; and
- (b) any one of the directors of the Company be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as he/she considers necessary, expedient or desirable in connection with and to give effect to the Group Reorganisation and the transactions contemplated thereunder.”

SPECIAL RESOLUTIONS

4. **“THAT** subject to and conditional upon (i) the Listing Committee of The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) granting the listing of, and permission to deal in, the ordinary shares (the **“Shares”**) of the Company of a par value of HK\$0.01 each in the share capital of the Company immediately after the Capital Reorganisation (as defined below) (the **“New Shares”**); and (ii) the compliance with all relevant procedures and requirements under the laws of Bermuda (where applicable) and the Rules Governing the Listing of Securities on the Stock Exchange to effect the Capital Reorganisation (as defined below), with effect from the second (2nd) business day after the date on which this resolution is passed or the above conditions are fulfilled (whichever is later):
- (a) every one hundred (100) issued Shares of par value HK\$0.01 each in the authorised share capital of the Company be consolidated into one (1) issued consolidated Share (each a **“Consolidated Share”**) with a par value of HK\$1.00 (the **“Share Consolidation”**);

- (b) subject to and forthwith upon the Share Consolidation becoming effective, the par value of each issued Consolidated Share be reduced from HK\$1.00 to HK\$0.01 by cancelling the paid-up capital of the Company to the extent of HK\$0.99 on each of the then issued Consolidated Shares and all fractional Consolidated Shares in the issued share capital of the Company arising from the Share Consolidation be cancelled (the “**Capital Reduction**” together with the Share Consolidation, the “**Capital Reorganisation**”);
- (c) all the credit arising from the Capital Reduction be credited to the contributed surplus account of the Company for use by the Directors and the Directors be and are hereby authorised to fully apply the amount in the contributed surplus account of the Company to set off part of the consolidated accumulated loss of the Company on a dollar-to-dollar basis in the manner permitted by the laws of Bermuda and the bye-laws of the Company without further authorisation from the Shareholders; and
- (d) any one of the directors of the Company be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as he/she considers necessary, expedient or desirable in connection with and to give effect to the Capital Reorganisation.”

5. “**THAT:**

- (a) subject to the granting of the Whitewash Waiver (as defined below) by the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any of his delegates and the satisfaction of any conditions attached thereto, the waiver (the “**Whitewash Waiver**”) of the obligation on the part of the Subscriber (as defined in Resolution no. 1) and CIS Securities Asset Management Limited to make a mandatory general offer to the shareholders of the Company for all the issued shares of the Company not already owned or agreed to be acquired by the Subscriber, CIS Securities Asset Management Limited and any parties acting in concert with any of them (including Grateful Heart Inc., Mr. Kenichi Yanase, Dr. Hiroshi Kaneko, CIS Investments Limited and CIS Group Limited) which would otherwise arise as a result of completion of the Subscription (as defined in Resolution no. 1) in accordance with the Subscription Agreement (as defined in Resolution no. 1), as supplemented and Amended from time to time, pursuant to Note 1 on dispensations from Rule 26 of the Hong Kong Code on Takeovers and Mergers be and is hereby approved; and

- (b) any one of the directors of the Company be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as he/she considers necessary, expedient or desirable in connection with and to give effect to the Whitewash Waiver and the transactions contemplated thereunder.”

By order of the board of directors
Fullsun International Holdings Group Co., Limited
Pan Haoran
Executive Director and Chief Executive Officer

Hong Kong, 23 June 2023

Registered Office:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal Place of Business in Hong Kong:
Room 1811, 18/F
V Heun Building
138 Queen’s Road Central
Central
Hong Kong

Notes:

1. A Shareholder entitled to attend and vote at the meeting may appoint another person as his or her proxy to attend and to vote in his/her/its stead. A Shareholder who is the holder of two or more Shares may appoint more than one proxy to represent him and vote in his/her/its stead. On a poll, votes may be given either personally (or in the case of a Shareholder being a corporation, by its duly authorised representative) or by proxy. A proxy need not be a Shareholder.
2. Where there are joint registered holders of any Share, any one of such persons may vote at the meeting, either personally or by proxy, in respect of such Share as if he/she were solely entitled thereto; but if more than one of such joint holders are present at the meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
3. In order to be valid, the form of proxy duly completed and signed in accordance with the instructions printed thereon together with the power of attorney or other authority, if any, under which it is signed or a certified copy thereof must be delivered to the company secretary of the Company, at Room 1811, 18/F, V Heun Building, 138 Queen’s Road Central, Central, Hong Kong not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof.
4. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the meeting if Shareholders so wish and in such event, the form of proxy shall be deemed to be revoked.
5. The resolutions set out in this notice will be put to Shareholders to vote by way of a poll.

As at the date of this notice, the Board comprises two executive Directors, namely Mr. Pan Haoran and Mr. Li Jinrong and three independent non-executive Directors, namely Mr. Kong Tat Yee, Mr. Yau Pak Yue and Mr. Zheng Zhen.