

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was incorporated in the Cayman Islands under the Companies Act as an exempted company with limited liability on 2 February 2021. Our Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 11 March 2022 and our principal place of business in Hong Kong is at Room 1204, 12/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong. Mr. Ng Ka Chai has been appointed as the authorised representative of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As our Company is incorporated in the Cayman Islands, our Company is subject to the relevant laws of the Cayman Islands and our constitution which comprises the Memorandum of Association and the Articles of Association. A summary of the relevant aspects of the Companies Act and certain provisions of the Articles of Association is set out in Appendix III to this document.

2. Changes in share capital of our Company

- (a) As at the date of incorporation of our Company, the authorised share capital was HK\$100 divided into 100 shares of HK\$1.00 each. On 2 February 2021, one fully-paid share of our Company was issued and allotted to the initial subscriber, which was then transferred to Zhongshen Hengtai for the consideration of HK\$1.00, followed by the allotment and issue of 79 and 20 shares of our Company to Zhongshen Hengtai and Zhongshen Chitai respectively for cash at par.
- (b) On 28 June 2022, our Shareholders resolved to increase the authorised share capital of our Company from HK\$100 to HK\$380,000 by the creation of an additional of 379,900 shares of HK\$1.00 each of our Company, each ranking *pari passu* with the shares of HK\$1.00 each of our Company then in issue in all respects.
- (c) On 29 June 2022, 7,280 and 1,820 shares of HK\$1.00 each of our Company were issued and allotted to Zhongshen Hengtai and Zhongshen Chitai respectively for cash at par. Pursuant to the Reorganisation and on 30 June 2022, our Company issued and allotted 800 shares of HK\$1.00 each, credited as fully paid, to Xinyao Investment in consideration of the acquisition of the entire issued share capital of Lefu Capital from Xinyao Investment by Zhongshen Xihe, a wholly-owned subsidiary of our Company.
- (d) On [●], each issued and unissued ordinary share of our Company of HK\$1.00 each was sub-divided into 100 Shares of HK\$0.01 each and following the sub-division of share capital of our Company, the authorised share capital of our Company became

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HK\$380,000 divided into 38,000,000 Shares of HK\$0.01 par value each and our issued share capital became HK\$10,000 divided into 1,000,000 Shares of HK\$0.01 par value each.

- (e) On [●], following the share sub-division described in sub-paragraph (d) above, the authorised share capital of our Company was increased from HK\$380,000 to HK\$20,000,000 by the creation of an additional of 1,962,000,000 Shares, each ranking *pari passu* with the existing Shares then in issue in all respects.
- (f) Immediately following completion of the [REDACTED] and the Capitalisation Issue, [REDACTED] Shares will be issued fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.
- (g) Other than pursuant to the general mandate to issue Shares referred to in the paragraph “A. Further information about our Company — 3. Written resolutions of our Shareholders passed on [●]” in this appendix, our Company does not have any present intention to issue any of the authorised but unissued share capital of our Company and, without prior approval of our Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of our Company.
- (h) Save as disclosed in the section headed “Share Capital” in this document and in the paragraph headed “2. Changes in share capital of our Company”, there has been no alteration in our Company’s share capital since its incorporation.

3. Written resolutions of our Shareholders passed on [●]

By written resolutions of our Shareholders passed on [●]:

- (a) our Company approved and adopted the Memorandum of Association with immediate effect and the Articles of Association conditionally with effect from the [REDACTED], the terms of the Articles of Association are summarised in Appendix III to this document;
- (b) conditional on the [REDACTED] granting the [REDACTED] of, and permission to deal in, our Shares in issue and Shares to be issued as mentioned in this document and on the obligations of the [REDACTED] under the [REDACTED] becoming unconditional and not being terminated in accordance with the terms of the [REDACTED] or otherwise, in each case on or before the date falling 30 days after the date of this document:
 - (i) the [REDACTED] was approved and our Directors were authorised to allot and issue the [REDACTED] pursuant to the [REDACTED] to rank *pari passu* with the Shares then in issue in all respects; and

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- (ii) conditional further on the share premium account of our Company being credited as a result of the [REDACTED], the Capitalisation Issue was approved, and our Directors were authorised to capitalise an amount of HK\$[REDACTED] standing to the credit of the share premium account of our Company and to appropriate such amount as to capital to pay up in full at par [REDACTED] Shares for allotment and issue to our Shareholders as the person whose name appeared on the register of members of our Company at the close of business on [●] (or as it may direct), each ranking *pari passu* in all respects with the then existing issued Shares, and our Directors were authorised to give effect to such capitalisation and distributions;
- (c) a general unconditional mandate was given to our Directors to exercise all powers of our Company to allot, issue and deal with, otherwise than by way of rights or an issue of Shares pursuant to the exercise of any options which may be granted under any share option scheme of our Company or any Shares allotted in lieu of the whole or part of a dividend on our Shares or similar arrangement in accordance with the Memorandum of Association and the Articles of Association or pursuant to a specific authority granted by our Shareholders in general meetings or pursuant to the [REDACTED], Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for Shares or such securities convertible into Shares or options, warrants or similar rights to subscribe for Shares or such securities convertible into Shares, and to make or grant offers, agreements or options which might require the exercise of such power, with an aggregate nominal value not exceeding 20% of the total number of Shares in issue immediately following completion of the [REDACTED] and the Capitalisation Issue, and such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of our Company; or
 - (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Articles of Association or the Companies Act or any other applicable laws of the Cayman Islands to be held; or
 - (iii) the time when such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting;
- (d) a general unconditional mandate was given to our Directors authorising them to exercise all powers of our Company to repurchase on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares will represent up to 10% of the total number of Shares in issue immediately following completion of the [REDACTED] and the Capitalisation Issue, and such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of our Company; or

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- (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Articles of Association or the Companies Act or any other applicable laws of the Cayman Islands to be held; or
- (iii) the time when such mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting; and
- (e) the general unconditional mandate mentioned in sub-paragraph (c) above was extended by the addition to the number of Shares which may be allotted or agreed to be allotted by our Directors pursuant to such general mandate of an amount representing the aggregate number of Shares repurchased by our Company pursuant to the mandate to repurchase Shares referred to in sub-paragraph (d) above, provided that such extended amount shall not exceed 10% of the number of Shares in issue immediately following completion of the [REDACTED] and the Capitalisation Issue.

4. Corporate reorganisation

Our Group underwent the Reorganisation to rationalise our Group’s structure in preparation for the [REDACTED] and our Company became the holding company of our Group. For information relating to the Reorganisation, please refer to the section headed “History, Reorganisation and corporate structure — Corporate Reorganisation” in this document.

5. Changes in share capital of subsidiaries

The subsidiaries of our Company are listed in the Accountant’s Report, the text of which is set out in Appendix I to this document.

Save as disclosed above, and as mentioned in the paragraph headed “A. Further information about our Company — 4. Corporate reorganisation” in this appendix above and in the section headed “History, Reorganisation and corporate structure — Corporate Reorganisation” in this document, there has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

6. Repurchase of our Shares by our Company

This section includes information required by the Stock Exchange to be included in the document concerning the repurchase of our Shares by our Company.

(a) Provisions of the Listing Rules

The Listing Rules permit companies with a primary [REDACTED] on the Stock Exchange to purchase their shares on the Stock Exchange subject to certain restrictions.

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(i) *Shareholders’ approval*

The Listing Rules provide that all proposed repurchases of shares (which must be fully paid in the case of shares) by a company with a primary [REDACTED] on the Stock Exchange must be approved in advance by an ordinary resolution, either by way of general mandate or by specific approval of a specific transaction.

Note: Pursuant to the written resolutions of our Shareholders passed on [●], a general unconditional mandate (the “Repurchase Mandate”) was given to our Directors authorising our Directors to exercise all powers of our Company to purchase on the Stock Exchange or any other stock exchange on which the securities of our Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares will represent up to 10% of the number of Shares in issue immediately following completion of the [REDACTED] and the Capitalisation Issue, and the Repurchase Mandate shall remain in effect until the earliest of the conclusion of the next annual general meeting of our Company, the expiration of the period within which the next annual general meeting of our Company is required by the Articles of Association or the Companies Act or any other applicable laws of the Cayman Islands to be held, or the time when the Repurchase Mandate is revoked or varied by an ordinary resolution of our Shareholders in general meeting.

(ii) *Source of funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with the Articles of Association and the laws of the Cayman Islands. A listed company may not repurchase its own shares on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange.

Any repurchases by our Company may be made out of profits, out of our Company’s share premium account or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if authorised by the Articles of Association and subject to the Companies Act, out of capital and, in the case of any premium payable on the repurchase, out of profits of our Company or out of our Company’s share premium account before or at the time our Shares are repurchased or, if authorised by the Articles of Association and subject to the Companies Act, out of capital.

(iii) *Connected parties*

The Listing Rules prohibit our Company from knowingly repurchasing our Shares on the Stock Exchange from a “core connected person”, which includes a director, chief executive or substantial shareholder of our Company or any of its subsidiaries or a close associate of any of them and a core connected person shall not knowingly sell Shares to our Company.

(b) *Reasons for repurchases*

Our Directors believe that it is in the best interests of our Company and our Shareholders for our Directors to have a general authority from our Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on the market conditions and funding arrangements at the time, lead to an enhancement of our Company’s net asset value and/or earnings per Share and will only be made when our Directors believe that such repurchases will benefit our Company and our Shareholders.

(c) *Exercise of the Repurchase Mandate*

Exercise in full of the Repurchase Mandate, on the basis of [REDACTED] Shares in issue after completion of the [REDACTED] and the Capitalisation Issue, could accordingly result in up to [REDACTED] Shares being repurchased by our Company during the period in which the Repurchase Mandate remains in force.

(d) *Funding of repurchase*

In repurchasing Shares, our Company may only apply funds legally available for such purpose in accordance with the Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands. Our Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of our Directors are from time to time appropriate for our Company.

(e) *General*

None of our Directors or, to the best of their knowledge having made all reasonable enquiries, any of their close associates, has any present intention if the Repurchase Mandate is exercised to sell any Shares to our Company.

Our Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

If as a result of a repurchase of Shares pursuant to the Repurchase Mandate, a Shareholder’s proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase of our Shareholders’ interest, could obtain or consolidate control of our Company and may become obliged to make a mandatory offer in accordance with

Rule 26 of the Takeovers Code as a result of any such increase. Save as disclosed above, our Directors are not aware of any consequence that would arise under the Takeovers Code as a result of a repurchase pursuant to the Repurchase Mandate.

Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the [REDACTED] falling below [REDACTED]% of the total number of Shares in issue (or such other percentage as may be prescribed as the [REDACTED] under the Listing Rules).

No core connected person of our Company has notified our Company that he has a present intention to sell Shares to our Company, or has undertaken not to do so, if the Repurchase Mandate is exercised.

B. FURTHER INFORMATION ABOUT THE BUSINESS OF OUR COMPANY

1. Summary of material contracts

The following contracts (not being contracts in the ordinary course of business) have been entered into by members of our Group within the two years preceding the date of this document and are or may be material in relation to the business of our Company as a whole:

- (a) a capital increase agreement dated 19 November 2021 entered into between Lefu Capital, Zhongshen Jianye, Mr. Sang and Mr. Xian pursuant to which, among others, Lefu Capital subscribed for an aggregate of 8% registered capital of Zhongshen Jianye at a cash consideration of RMB32,000,000;
- (b) an equity transfer agreement dated 21 December 2021 entered into between Mr. Xian, Mr. Sang and Zhongshen Jianye (Shenzhen) pursuant to which (i) Mr. Xian transferred 18.4% equity interest in Zhongshen Jianye to Zhongshen Jianye (Shenzhen) in return for 0.2% equity interest in Zhongshen Jianye (Shenzhen); and (ii) Mr. Sang transferred 73.6% equity interest in Zhongshen Jianye to Zhongshen Jianye (Shenzhen) in return for 0.8% equity interest in Zhongshen Jianye (Shenzhen);
- (c) an equity transfer agreement dated 5 January 2022 entered into between Mr. Sang and Zhongshen Mingye pursuant to which Mr. Sang transferred 0.8% equity interest in Zhongshen Jianye (Shenzhen) to Zhongshen Mingye at a cash consideration of RMB976,000;
- (d) an equity transfer agreement dated 5 January 2022 entered into between Mr. Xian and Zhongshen Mingye pursuant to which Mr. Xian transferred 0.2% equity interest in Zhongshen Jianye (Shenzhen) to Zhongshen Mingye at a cash consideration of RMB244,000;

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- (e) a debt transfer agreement dated 22 February 2022 entered into between Mr. Sang and Zhongshen Jianye (Shenzhen) pursuant to which Mr. Sang (one of the ultimate beneficial owners of Zhongshen Jianye (Shenzhen)) transferred to Zhongshen Jianye (Shenzhen) the debt in the sum of RMB81,479,543.36 owed to him from Zhongshen Jianye without consideration;
- (f) a debt transfer agreement dated 22 February 2022 entered into between Mr. Xian and Zhongshen Jianye (Shenzhen) pursuant to which Mr. Xian (one of the ultimate beneficial owners of Zhongshen Jianye (Shenzhen)) transferred to Zhongshen Jianye (Shenzhen) the debt in the sum of RMB62,440,472.64 owed to him from Zhongshen Jianye without consideration;
- (g) a sale and purchase agreement dated 30 June 2022 entered into between Xinyao Investment, Zhongshen Xihe, our Company and Ms. Hou pursuant to which Zhongshen Xihe acquired the entire issued share capital of Lefu Capital from Xinyao Investment at the consideration of RMB32,012,818.21 to be satisfied by the issue and allotment of an aggregate of 800 shares of HK\$1.00 each of the Company, credited as fully paid, to Xinyao Investment;
- (h) a purchase agreement dated 7 June 2023 (as supplemented on 7 August 2023) entered into between Shenzhen Huaqiang High-tech Industrial Park Investment Development Co., Ltd.* (深圳華強高新產業園投資發展有限公司) and Zhongshen Jianye pursuant to which Zhongshen Jianye agreed to acquire a research and development plant situated at Block B, Building 4, Phase II of Huaqiang Creative Industrial Park Units 601, 602, 603, 604, 605, 606, 607, 608, 801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905, 906, 907, 908* (華強創意產業園項目的二期4棟B座601, 602, 603, 604, 605, 606, 607, 608, 801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905, 906, 907, 908單元) with a total gross floor area of 4,299.02 square meter at consideration RMB42,130,396.00;
- (i) the Deed of Indemnity; and
- (j) the [REDACTED].

2. Intellectual property rights

Set out below is a summary of our material intellectual property rights. Our material intellectual property rights were determined by our Directors on the basis of their materiality to our business operation, financial position and prospects.

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As at the Latest Practicable Date, members of our Group have registered the following patents which are material to our business operation, financial position and prospects:

<u>No.</u>	<u>Title</u>	<u>Type</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>Date of grant</u>	<u>Date of expiry</u>
1.	A cement laying device for construction engineering (一種建築工程用水泥鋪設裝置)	Invention	The PRC	ZL201910591703.9	1 October 2021	3 July 2039
2.	A wall grooving device for building (一種建築用牆體開槽裝置)	Invention	The PRC	ZL201910545584.3	1 October 2021	22 June 2039
3.	A construction waste recycling device (一種建築施工用廢料回收裝置)	Invention	The PRC	ZL201910487975.4	1 October 2021	5 June 2039
4.	A construction waste crushing and sorting device (一種建築垃圾粉碎分類裝置)	Invention	The PRC	ZL201910545582.4	17 September 2021	22 June 2039
5.	A sand and gravel drying device for construction field (一種建築領域用砂石乾燥裝置)	Invention	The PRC	ZL201910545585.8	17 September 2021	22 June 2039
6.	An intelligent cooling drilling rig for construction sites (一種建築工地用智能冷卻鑽機)	Invention	The PRC	ZL201910545583.9	17 September 2021	22 June 2039
7.	An outdoor mobile support frame for construction engineering (一種建築工程用戶外移動支撐架)	Utility Patent	The PRC	ZL202021606139.8	16 July 2021	5 August 2030
8.	A ceramic tile caulking device for construction engineering (一種建築工程用瓷磚填縫裝置)	Utility Patent	The PRC	ZL202021593339.4	16 July 2021	4 August 2030
9.	A hand-held dust-proof punching device for construction (一種建築用手持防塵打孔裝置)	Utility Patent	The PRC	ZL202021593348.3	16 July 2021	4 August 2030
10.	A glass rack for construction engineering (一種建築工程用玻璃放置架)	Invention	The PRC	ZL201910591377.1	13 July 2021	3 July 2039
11.	A blowdown-proof portable fence for construction sites (一種建築工地用防吹倒便攜圍欄)	Invention	The PRC	ZL201910591702.4	20 April 2021	3 July 2039
12.	A portable warning device (一種便攜式警示裝置)	Utility Patent	The PRC	ZL202020081346.X	5 January 2021	14 January 2030

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No.	Title	Type	Place of registration	Registration number	Date of grant	Date of expiry
13.	A bridge reinforcement structure (一種橋樑加固結構)	Utility Patent	The PRC	ZL201920888907.4	25 September 2020	13 June 2029
14.	An electric assisted bucket truck for easy loading and unloading of sand and soil (一種方便裝卸沙土電動助力斗車)	Utility Patent	The PRC	ZL201920960761.X	4 September 2020	25 June 2029
15.	A pipeline fixing device on a building construction frame (一種建築施工架上的管線固定裝置)	Utility Patent	The PRC	ZL202020280391.8	14 August 2020	9 March 2030
16.	A wall-laying knife for automatically supplying cement (一種自動供給水泥的砌牆刀)	Utility Patent	The PRC	ZL201920961197.3	17 July 2020	25 June 2029
17.	An auxiliary device for repairing inner wall of box girder for road and bridge construction (一種道路橋樑施工用箱梁內壁修復輔助裝置)	Utility Patent	The PRC	ZL201920889473.X	10 July 2020	13 June 2029
18.	A bridge pavement repairing device (一種橋樑路面修補裝置)	Utility Patent	The PRC	ZL201920888904.0	10 July 2020	13 June 2029
19.	A sand screening device for construction sites (一種建築工地用沙子篩選裝置)	Utility Patent	The PRC	ZL201920961199.2	3 July 2020	25 June 2029
20.	A construction waste disposal device (一種建築施工用垃圾處理裝置)	Utility Patent	The PRC	ZL201920888905.5	3 July 2020	13 June 2029
21.	An assisted nail removal machine (一種助力取釘機)	Utility Patent	The PRC	ZL201921018776.0	30 June 2020	3 July 2029
22.	A construction site safety helmet (一種建築工地安全帽)	Utility Patent	The PRC	ZL201920960705.6	19 June 2020	25 June 2029
23.	A mixing drum cleaning device for roads and bridges (一種道路橋樑用混料筒清洗裝置)	Utility Patent	The PRC	ZL201920889472.5	19 June 2020	13 June 2029
24.	A garbage removal device for road construction (一種道路施工用垃圾清運裝置)	Utility Patent	The PRC	ZL201920888910.6	19 June 2020	13 June 2029
25.	An urban road cleaning device (一種城市公路清灰裝置)	Utility Patent	The PRC	ZL201920589742.0	26 May 2020	28 April 2029

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<u>No.</u>	<u>Title</u>	<u>Type</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>Date of grant</u>	<u>Date of expiry</u>
26.	A bridge height limit anti-collision device (一種橋樑限高防撞裝置)	Utility Patent	The PRC	ZL201920589743.5	22 May 2020	28 April 2029
27.	A cottage scaffolding for construction site (一種建築工地用拋插式腳手架)	Utility Patent	The PRC	ZL201920589741.6	22 May 2020	28 April 2029
28.	A safety protection device for construction site (一種施工現場用的安全防護裝置)	Utility Patent	The PRC	ZL201920230551.5	8 May 2020	22 February 2029
29.	An environmental protection paint additive with antibacterial function and preparation method thereof (一種具有抗菌功能的環保塗料添加劑及其製備方法)	Invention	The PRC	ZL201810534297.8	21 April 2020	29 May 2038
30.	A road dust removal device (一種道路除塵裝置)	Utility Patent	The PRC	ZL201920488343.5	17 April 2020	11 April 2029
31.	A road construction barrier (一種道路施工路障)	Utility Patent	The PRC	ZL201920488342.0	17 April 2020	11 April 2029
32.	A lighting device for road construction (一種道路施工用照明裝置)	Utility Patent	The PRC	ZL201920888908.9	10 April 2020	13 June 2029
33.	A portable fixing frame for bridge pier detection (一種橋樑橋墩檢測用手提固定架)	Utility Patent	The PRC	ZL201920589724.2	28 February 2020	28 April 2029
34.	A sandbox shakeout device for building construction (一種建築施工用砂箱落砂裝置)	Utility Patent	The PRC	ZL201920230552.X	10 January 2020	22 February 2029
35.	A ground leveling device for building construction (一種建築施工用地面平整裝置)	Utility Patent	The PRC	ZL201920221426.8	19 November 2019	20 February 2029
36.	A transportation device for building construction (一種建築施工用運輸裝置)	Utility Patent	The PRC	ZL201920228156.3	29 October 2019	20 February 2029
37.	A dust removal device for construction engineering (一種建築工程施工除塵裝置)	Utility Patent	The PRC	ZL201920221427.2	29 October 2019	20 February 2029

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<u>No.</u>	<u>Title</u>	<u>Type</u>	<u>Place of registration</u>	<u>Registration number</u>	<u>Date of grant</u>	<u>Date of expiry</u>
38.	A construction toolbox for environmental protection engineering (一種用於環保工程用施工工具箱)	Utility Patent	The PRC	ZL201920230586.9	18 October 2019	20 February 2029
39.	A spraying-type stucco frame for building interior wall construction (一種建築室內牆體施工用噴塗式粉刷架)	Utility Patent	The PRC	ZL201820817128.0	11 January 2019	29 May 2028
40.	A mobile bucket for construction (一種移動式用於建築施工的鏟斗)	Utility Patent	The PRC	ZL201820815185.5	11 January 2019	29 May 2028
41.	An architectural device that can adjust temperature of roof (一種可調節屋頂溫度的建築裝置)	Utility Patent	The PRC	ZL201820793624.7	11 January 2019	25 May 2028
42.	A green belt leveling and trimming device for easy collection of residual leaves (一種便於殘葉收集的綠化帶整平修剪裝置)	Utility Patent	The PRC	ZL201820793896.7	21 December 2018	25 May 2028

As at the Latest Practical Date, we have applied for the registration of the following patents which are considered to be material to our business:

<u>No.</u>	<u>Title</u>	<u>Type</u>	<u>Place of application</u>	<u>Application number</u>	<u>Application date</u>
1.	A fast-rotating soil-returning device for building foundation pits (一種建築用基坑快速旋轉回土裝置)	Invention	The PRC	ZL201911115680.0	14 November 2019
2.	A wall cement trowel (一種牆壁水泥抹光機)	Invention	The PRC	201911115012.8	14 November 2019
3.	An automatic drilling device for positioning concrete wall for construction engineering (一種建築工程用混凝土牆面定位自動鑽孔裝置)	Invention	The PRC	201911033228.X	28 October 2019
4.	An assembled steel pipe truss node connection device (一種装配式鋼管桁架節點連接裝置)	Invention	The PRC	201911030531.4	28 October 2019
5.	A water seepage detection device for building exterior walls (一種建築外牆滲水檢測裝置)	Invention	The PRC	201911115011.3	14 November 2019

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Trademarks

As at the Latest Practicable Date, members of our Group have registered the following trademarks:

No.	Trademark	Place of registration	Class	Registration No.	Date of registration	Date of expiry
1.		The PRC	37 ⁽¹⁾	62115008	14 July 2022	13 July 2032
2.		The PRC	37 ⁽²⁾	28909077	7 January 2019	6 January 2029
3.		The PRC	42 ⁽³⁾	28932098	7 January 2019	6 January 2029
4.		The PRC	37 ⁽¹⁾	64858946	7 November 2022	6 November 2032
5.		The PRC	42 ⁽³⁾	64866577	7 November 2022	6 November 2032
6.		Hong Kong	37 ⁽¹⁾ and 42 ⁽³⁾	305916312	24 March 2022	23 March 2032

Notes:

- The specific goods or services (as the case may be) under the respective classes in respect of which these trademarks were registered for under the PRC or Hong Kong trademark law (as applicable) are as follows:

Class	Goods/Services
37	Construction; paving; factory construction; scaffolding; pipeline laying and maintenance; installation and maintenance of water pipes; interior and exterior painting; building waterproofing; port construction; commercial housing construction.

- The specific goods or services (as the case may be) under the respective classes in respect of which these trademarks were registered for under the PRC trademark law are as follows:

Class	Goods/Services
37	Building waterproofing; factory construction; scaffolding; pipeline laying and maintenance; commercial housing construction; building construction supervision; interior and exterior painting; road paving; installation and maintenance of water pipes; port construction.

- The specific goods or services (as the case may be) under the respective classes in respect of which these trademarks were registered for under the PRC or Hong Kong trademark law (as applicable) are as follows:

Class	Goods/Services
42	Technological research; technological project research; energy conservation consultation; urban planning; environmental protection research; water quality analysis; quality system certification; quality control; quality assessment; scientific research.

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As at the Latest Practicable Date, our Group has applied for registration of the following trademark:

<u>Trademark</u>	<u>Place of registration</u>	<u>Class</u>	<u>Application No.</u>	<u>Date of application</u>
ZSJY	The PRC	42 ^(Note)	62101831	12 January 2022

Note:

42. The specific goods or services (as the case may be) (excluding those subject to review) are quality assessment; quality control; quality system certification.

Domain names

As at the Latest Practicable Date, members of our Group have registered the following domain names:

<u>No.</u>	<u>Domain name</u>	<u>Registration date</u>	<u>Expiry date</u>
1.	zszy.top	19 November 2019	19 November 2024
2.	zjsy.vip	30 September 2019	30 September 2024

Software copyrights

As at the Latest Practicable Date, members of our Group have registered the following software copyrights which are material to our business:

<u>No.</u>	<u>Registration No.</u>	<u>Software Name</u>	<u>Scope of Copyright</u>	<u>Date of Initial Publication</u>
1.	2019SR0237490	Engineering construction progress data information integrated management system V1.0 (工程施工進度數據信息綜合化管理系統 V1.0)	All	14 January 2019
2.	2019SR0237822	Engineering construction progress design auxiliary system V1.0 (工程施工進度設計輔助系統 V1.0)	All	15 January 2019
3.	2019SR0239122	Engineering construction progress personnel information management system V1.0 (工程施工進度人員信息管理系統 V1.0)	All	15 January 2019
4.	2019SR0239141	Engineering construction progress safety visualization management system V1.0 (工程施工進度安全可視化管理系統 V1.0)	All	21 January 2019
5.	2019SR0239134	Engineering construction progress process supervision system V1.0 (工程施工進度過程監管系統 V1.0)	All	14 January 2019

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<u>No.</u>	<u>Registration No.</u>	<u>Software Name</u>	<u>Scope of Copyright</u>	<u>Date of Initial Publication</u>
6.	2019SR0237526	Engineering construction video surveillance information management system V1.0 (工程施工視頻監控信息管理系統 V1.0)	All	14 January 2019
7.	2019SR0237512	Engineering construction site monitoring management system V1.0 (工程施工現場監控管理系統 V1.0)	All	6 January 2019
8.	2019SR0241107	Engineering construction contracting information data management system V1.0 (工程施工承包信息數據化管理系統 V1.0)	All	13 January 2019
9.	2019SR0237542	Engineering construction progress information data monitoring system V1.0 (工程施工進度信息數據化監管系統 V1.0)	All	8 January 2019
10.	2019SR0238331	Engineering construction material data information software V1.0 (工程施工材料數據信息軟件 V1.0)	All	15 January 2019
11.	2019SR0436981	Intelligent installation engineering information management system V1.0 (智能化安裝工程信息化管理系統 V1.0)	All	20 November 2018
12.	2019SR0441723	Municipal engineering project cost management system V1.0 (市政工程項目成本管理系統 V1.0)	All	20 July 2018
13.	2019SR0441403	Deep foundation pit safety monitoring system V1.0 (地基深基坑安全監測系統 V1.0)	All	20 September 2018
14.	2019SR0441413	Housing construction engineering reinforced structure simulation system V1.0 (房建工程鋼筋結構仿真系統 V1.0)	All	20 May 2018
15.	2019SR0441426	Housing construction integrated management system V1.0 (房建綜合管理系統 V1.0)	All	20 April 2018
16.	2019SR0441362	Urban lighting engineering and design management software V1.0 (城市照明工程與設計管理軟件 V1.0)	All	20 October 2018
17.	2019SR0440189	Municipal engineering project documentation management system V1.0 (市政工程項目文檔管理系統 V1.0)	All	20 August 2018
18.	2019SR0436723	Housing construction inspection software V1.0 (房建工程檢查軟件 V1.0)	All	20 March 2018
19.	2019SR0436729	Housing construction plan operation real-time management platform V1.0 (房建施工計劃運行實時管理平台 V1.0)	All	20 February 2018
20.	2019SR0436732	Municipal engineering budgeting software V1.0 (市政工程預算軟件 V1.0)	All	20 June 2018

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C. FURTHER INFORMATION ABOUT DIRECTORS, SUBSTANTIAL SHAREHOLDERS AND EXPERTS

1. Directors

(a) *Disclosure of interests of Directors*

Each of Mr. Sang and Mr. Xian is interested in the Reorganisation.

(b) *Particulars of Directors’ service agreements and letters of appointment*

Executive Directors

Each of our executive Directors has entered into a service agreement with our Company. The terms and conditions of each service agreement are similar in all material aspects other than the amount of salary and bonus. Each service agreement is for an initial term of three (3) years with effect from the [REDACTED], which may be terminated by either party giving at least three (3) months’ notice in writing to the other party and is subject to termination provisions therein and provisions on retirement by rotation of Directors as set out in the Articles of Association. Under the service agreements, the initial annual remuneration payable to our executive Directors is as follows:

<u>Name</u>	<u>Annual remuneration</u> RMB
Mr. Sang	295,000
Mr. Xian	359,000

Each of our executive Directors is entitled to a discretionary bonus to be recommended by the Remuneration Committee of our Company and determined by the Board, the amount of which is to be determined with reference to the operating results of our Group and the performance of the relevant executive Director. Each of our executive Directors shall abstain from voting and not be counted in the quorum in respect of any resolution of the Board regarding the amount of annual salary and discretionary bonus payable to himself.

Independent non-executive Directors

Each of our independent non-executive Directors has entered into a letter of appointment with our Company. The terms and conditions of each of such letter of appointment are similar in all material aspects. Each letter of appointment is for an initial term of three (3) years commencing from the [REDACTED], which may be terminated by either party giving at least three (3) months’ notice in writing to the other party and is subject to termination provisions therein and provisions on

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retirement by rotation of Directors as set out in the Articles of Association. The annual director’s fee payable to the independent non-executive Directors under each of the letter of appointment is as follows:

<u>Name</u>	<u>Annual director’s fee</u>
	<u>HK\$</u>
Ms. Liu	120,000
Mr. Zeng	120,000
Mr. Xie	120,000

Save for the annual director’s fee mentioned above, none of the independent non-executive Directors are entitled to receive any other remuneration for holding his office as an independent non-executive Director.

(c) *Directors’ remuneration*

The aggregate amount of remuneration paid by our Group to our Directors, including salaries, allowances and contributions to retirement benefit scheme in respect of the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023 were approximately RMB993,000, RMB757,000, RMB851,000 and RMB397,000 respectively.

Under the arrangements currently in force, the aggregate emoluments (excluding payment pursuant to any discretionary benefits or bonus or other fringe benefits) payable by our Group to our Directors for the year ended 31 December 2023 will be approximately RMB795,000.

None of our Directors or any past directors of any member of our Group has been paid any sum of money for each of the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023 as (i) an inducement to join or upon joining our Company; or (ii) for loss of office as a director of any member of our Group or any other office in connection with the management of the affairs of any member of our Group.

There has been no arrangement under which a Director has waived or agreed to waive any emoluments for each of the years ended 31 December 2020, 2021 and 2022 and the six months ended 30 June 2023.

(d) *Interests or short positions of our Directors or chief executive in the shares, underlying shares or debentures of our Company and our associated corporations following the [REDACTED] and the Capitalisation Issue*

Immediately following completion of the [REDACTED] and the Capitalisation Issue, the interests or short positions of our Directors or chief executive in the shares, underlying shares or debentures of our Company and our associated corporations (within

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the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they are taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers of the Listing Rules required to be notified to our Company and the Stock Exchange, will be as follows:

(i) *Long position in Shares*

<u>Name of Director</u>	<u>Capacity</u>	<u>Number of Shares⁽¹⁾</u>	<u>Approximate percentage of shareholding (%)</u>
Mr. Sang	Interest in a controlled corporation	[REDACTED] (L) ⁽²⁾	[REDACTED]%
Mr. Xian	Interest in a controlled corporation	[REDACTED] (L) ⁽³⁾	[REDACTED]%

Notes:

1. The letter “L” denotes long position in our Shares.
2. These represent Shares to be held by Zhongshen Hengtai, a company wholly-owned by Mr. Sang.
3. These represent Shares to be held by Zhongshen Chitai, a company wholly-owned by Mr. Xian.

(ii) *Long position in the ordinary shares of associated corporation*

<u>Name of Director</u>	<u>Name of associated corporation</u>	<u>Capacity</u>	<u>Number of shares held</u>	<u>Percentage of shareholding (%)</u>
Mr. Sang	Zhongshen Hengtai	Beneficial owner	100 (<i>Note</i>)	100%

Note: Mr. Sang beneficially owns the entire issued share capital of Zhongshen Hengtai. Mr. Sang is also the sole director of Zhongshen Hengtai.

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2. Substantial Shareholders

So far as is known to our Directors, the following persons (not being a Director or chief executive of our Company) will, immediately following the completion of the [REDACTED] and the Capitalisation Issue, have interests or short positions in our Shares or underlying Shares which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who are, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of our Company or any other member of our Group:

<u>Name of Substantial Shareholders</u>	<u>Capacity</u>	<u>Number of Shares⁽¹⁾</u>	<u>Approximate percentage of shareholding (%)</u>
Zhongshen Hengtai	Beneficial owner	[REDACTED] (L)	[REDACTED]%
Zhongshen Chitai	Beneficial owner	[REDACTED] (L)	[REDACTED]%
Ms. Jin Wei	Interest of spouse	[REDACTED] (L) ⁽²⁾	[REDACTED]%
Xinyao Investment	Beneficial owner	[REDACTED] (L)	[REDACTED]%
Ms. Hou	Interest in a controlled corporation	[REDACTED] (L) ⁽³⁾	[REDACTED]%
Mr. Wang Jing	Interest of spouse	[REDACTED] (L) ⁽⁴⁾	[REDACTED]%

Notes:

- The letter “L” denotes long position in our Shares.
- Ms. Jin Wei is the spouse of Mr. Xian. By virtue of the SFO, Ms. Jin Wei is deemed to be interested in all the Shares in which Mr. Xian is interested.
- These Shares will be held by Xinyao Investment, a company wholly-owned by Ms. Hou.
- Mr. Wang Jing is the spouse of Ms. Hou. By virtue of the SFO, Mr. Wang Jing is deemed to be interested in all the Shares in which Ms. Hou is interested.

3. Agency fees or commission received

Save as disclosed in the section headed “[REDACTED]” in this document and this appendix, none of our Directors or the experts named in the paragraph headed “D. Other Information — 6. Qualifications of experts” in this appendix had received any agency fee or commission from our Group within the two years preceding the date of this document.

4. Related party transactions

Details of the related party transactions are set out under note 27 to the Accountant’s Report set out in Appendix I to this document.

5. Disclaimers

Save as disclosed in this document:

- (a) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between our Directors and any member of our Group;
- (b) none of our Directors or the experts named in the paragraph headed “D. Other Information — 6. Qualifications of experts” in this appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to, any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors or the experts named in the paragraph headed “D. Other Information — 6. Qualifications of experts” in this appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (d) taking no account of Shares which may be taken up under the [REDACTED], none of our Directors knows of any person (not being a Director or chief executive of our Company) who will, immediately following completion of the [REDACTED] and the Capitalisation Issue, have any interest in Shares or underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who will be interested, directly or indirectly, in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group;
- (e) none of our Directors or chief executive of our Company has any interest or short position in our Shares, underlying Shares or debentures of our Company or any of the associated corporations (within the meaning of the SFO) which, once our Shares are listed on the Stock Exchange, will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including any interests and short positions which he will be taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listing Companies in the Listing Rules, to be notified to our Company and the Stock Exchange; and

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- (f) so far as is known to our Directors, none of our Directors, their respective associates (as defined under the Listing Rules) or Shareholders who are interested in more than 5% of the issued share capital of our Company has any interests in the five largest customers or the five largest suppliers of our Group.

D. OTHER INFORMATION**1. Tax and other indemnities**

Mr. Sang and Zhongshen Hengtai (collectively, the “Indemnifiers”) have, under a deed of indemnity referred to in paragraph (h) of the section headed “B. Further information about the business of our Company — 1. Summary of material contracts” in this appendix, given joint and several indemnities to our Company for ourselves and as trustee for our subsidiaries in connection with, among other things, (a) any liability for Hong Kong estate duty which might be payable by any member of our Group under or by virtue of the provisions of Section 35 and/or Section 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or any other similar legislation in any relevant jurisdiction outside Hong Kong arising on the death of any person at any time by reason of any transfer of any property to any member of our Group on or before the date on which the [REDACTED] becomes unconditional; (b) any taxation which might be payable by any member of our Group (i) in respect of any income, profits or gains earned, accrued or received or deemed to have been earned, accrued or received on or before the date on which [REDACTED] becomes unconditional; or (ii) in respect of or in consequence of any act, omission or event occurring or deemed to occur on or before the date on which the [REDACTED] becomes unconditional; (c) any depletion in or reduction in value of assets, increase in liabilities, losses (including without limitation, confiscation of income and/or assets, suspension of operation), penalties, claims, actions, demands, proceedings, suits, judgments, losses, payments, liabilities, damages, settlement payments, costs, administrative or other charges, fees, expenses and fines of whatever nature which may be imposed on or suffered or incurred by any member of our Group as a result of directly or indirectly or in connection with (i) any litigation, arbitrations, claims (including counter-claims), complaints, demands, investigations, enquiries, enforcement proceeding or process and/or legal proceedings whether criminal, administrative, contractual, tortious or otherwise, instituted by or against any member of our Group in relation to any act, non-performance, omission, events or otherwise occurred on or before the date on which the [REDACTED] becomes unconditional; and (ii) any non-compliance with the applicable laws, rules or regulations by any member of our Group (including but not limited to the non-compliances disclosed in the section headed “Business — Legal and compliance matters — Non-compliance” in this document) on or before the date on which the [REDACTED] becomes unconditional. The Indemnifiers will, however, not be liable under the deed of indemnity for taxation to the extent that, among others:

- (a) specific provision, reserve or allowance has been made for such taxation liability or taxation claim in the audited consolidated financial statements of any member of our Group for the Track Record Period; or

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- (b) the taxation liability arises or is incurred as a result of a retrospective change in law or a retrospective increase in tax rates coming into force after the date on which the [REDACTED] becomes unconditional; or
- (c) the taxation liability arises in the ordinary course of business of our Group after 30 June 2023 up to and including the date of which the [REDACTED] becomes unconditional.

Our Directors have been advised that no material liability for estate duty under the laws of the Cayman Islands is likely to fall on our Group.

2. Litigation

As at the Latest Practicable Date, no member of our Group was engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to our Directors to be pending or threatened against any member of our Group.

3. Sole Sponsor

The Sole Sponsor has made an application on behalf of our Company to the [REDACTED] for the [REDACTED] of, and permission to deal in, the Shares in issue and Shares to be issued as mentioned herein.

The Sole Sponsor has confirmed to the Stock Exchange that it satisfies the independence test as stipulated under Rule 3A.07 of the Listing Rules.

Our Company has entered into an agreement with the Sole Sponsor, pursuant to which our Company agreed to pay HK\$6 million to the Sole Sponsor to act as the sponsor to our Company for purposes of the [REDACTED].

4. Preliminary expenses

The preliminary expenses of our Company are estimated to be approximately HK\$30,000 and are payable by our Company.

5. Promoter

Our Company has no promoter for the purpose of the Listing Rules.

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6. Qualifications of experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this document:

<u>Name</u>	<u>Qualifications</u>
Kingsway Capital Limited	Licensed corporation permitted to carry out type 6 (advising on corporate finance) regulated activities under the SFO
PricewaterhouseCoopers	Certified Public Accountants under Professional Accountant Ordinance (Chapter 50 of the Laws of Hong Kong) and Registered PIE Auditor under Accounting and Financial Reporting Council Ordinance (Chapter 588 of the Laws of Hong Kong)
King & Wood Mallesons	PRC legal advisers
Conyers Dill & Pearman	Cayman Islands attorneys-at-laws
Frost & Sullivan	Independent industry consultant

7. Consents of experts

Each of Kingsway Capital Limited, PricewaterhouseCoopers, King & Wood Mallesons, Conyers Dill & Pearman and Frost & Sullivan has given and has not withdrawn its written consent to the issue of this document with the inclusion of its report and/or letter and/or opinion and/or summary thereof (as the case may be) and/or reference to its name included herein in the form and context in which it is respectively included.

8. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all the provisions (other than penal provisions) of sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance so far as applicable.

9. Taxation of holders of Shares**(a) *Hong Kong***

Dealings in Shares registered on our Company’s Hong Kong branch register of members will be subject to Hong Kong stamp duty.

(b) *Cayman Islands*

No stamp duty is payable in the Cayman Islands on transfer of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands.

(c) *Consultation with professional advisers*

Intending holders of our Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in our Shares. It is emphasised that none of our Company, our Directors or other parties involved in the [REDACTED] accepts responsibility for any tax effect on, or liabilities of holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares.

10. No material adverse change

Our Directors confirm that, save for the estimated non-recurring [REDACTED], there has not been any material adverse change in the financial or trading position or prospects of our Group since 30 June 2023 (being the date to which the latest audited consolidated financial statements of our Group were made up).

11. Miscellaneous

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
- (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration than cash;
 - (ii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of our Company or any of our subsidiaries and no commission has been paid or is payable in connection with the issue or sale of any capital of our Company or any of our subsidiaries;
 - (iii) no commission has been paid or is payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares or debenture of any of our Company or our subsidiaries; and
 - (iv) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.
- (b) Neither our Company nor any of our subsidiaries has issued or agreed to issue any founders shares, management shares, deferred shares or any debentures.

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- (c) Save as disclosed in the section headed “[REDACTED]” in this document, none of the parties listed in the paragraph headed “D. Other Information — 6. Qualifications of experts” in this appendix is interested legally or beneficially in any securities of our Company or any of our subsidiaries; or has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities of our Company or any of our subsidiaries.
- (d) The branch register of members of our Company will be maintained in Hong Kong by our Hong Kong Branch Share Registrar. Unless our Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our Hong Kong Branch Share Registrar and may not be lodged in the Cayman Islands. All necessary arrangements have been made to ensure our Shares to be admitted into [REDACTED] for clearing and settlement.
- (e) There has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the 12 months immediately preceding the date of this document.
- (f) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (g) We have no outstanding convertible debt securities.
- (h) The English text of this document shall prevail over the Chinese text.

12. Bilingual Document

The English language and Chinese language versions of this document are being published separately in reliance upon the exemption provided in section 4 of the Companies (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).