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Zhongke Group Holdings Limited
中 科 集 團 控 股 有 限 公 司

(formerly known as Wai Hung Group Holdings Limited 偉鴻集團控股有限公司)

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 3321)

**PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL;
AND
PROPOSED ISSUE OF CONVERTIBLE BONDS
UNDER SPECIFIC MANDATE**

PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL

The Board proposes to seek the approval by way of ordinary resolution at the EGM by Shareholders of an increase in its authorised share capital from HK\$10,000,000 divided into 100,000,000 Shares to HK\$100,000,000 divided into 1,000,000,000 Shares by creating an additional 900,000,000 unissued Shares.

PROPOSED ISSUE OF CONVERTIBLE BONDS

On 23 July 2026 (after trading hours of the Stock Exchange), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to issue, and the Subscriber has conditionally agreed to subscribe for, the Convertible Bonds in an aggregate principal amount of USD3.0 million (equivalent to HK\$23.4 million).

Based on the initial Conversion Price of HK\$1.10 per Conversion Share (subject to adjustment), a maximum of 21,272,727 Conversion Shares will be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds in full, representing (i) approximately 27.39% of the total number of Shares in issue as at the date of this announcement; and (ii) approximately 21.50% of the total number of Shares in issue as enlarged by the allotment and issue of the Conversion Shares upon full conversion of the Convertible Bonds (assuming that there will be no change in the issued share capital of the Company from the date of this announcement and up to conversion of the Convertible Bonds in full at the initial Conversion Price).

The Conversion Shares will be allotted and issued under the Specific Mandate to be approved by the Shareholders at the EGM.

GENERAL

The EGM will be convened and held for the Shareholders to consider and, if thought fit, approve, by way of poll, among other things, (i) the Increase in Authorised Share Capital; and (ii) the Subscription Agreement and the transactions contemplated thereunder including the grant of the Specific Mandate.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, none of the Shareholders or their associates would have a material interest in the Increase in Authorised Share Capital, the Subscription Agreement and the transactions contemplated thereunder. No Shareholder would be required to abstain from voting on the relevant resolutions at the EGM.

A circular containing, among other things, details of the Subscription Agreement and the transactions contemplated thereunder, together with a notice convening the EGM, is expected to be despatched to the Shareholders as soon as practicable in accordance with Listing Rules.

Shareholders and potential investors of the Company should note that the Subscription Agreement and the transactions contemplated thereunder are subject to the satisfaction of certain conditions precedent and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares. If they are in any doubt, they should consult their professional advisers.

PROPOSED INCREASE IN AUTHORISED SHARE CAPITAL

The Board proposes to seek the approval by way of ordinary resolution at the EGM by Shareholders of an increase in the authorised share capital of the Company from HK\$10,000,000 divided into 100,000,000 Shares to HK\$100,000,000 divided into 1,000,000,000 Shares by creating an additional 900,000,000 unissued Shares.

In order to accommodate growth of the Group and to provide the Company with greater flexibility to raise funds by the issue of Convertible Bonds, the Board proposed the Increase in Authorised Share Capital. Therefore, the Board believes the Increase in Authorised Share Capital are in the interests of the Company and the Shareholders as a whole.

The new Shares authorised to be allotted and issued by the Company shall rank *pari passu* with the existing Shares upon issue. The Increase in Authorised Share Capital is subject to the approval by the Shareholders by way of an ordinary resolution at the EGM.

PROPOSED ISSUE OF CONVERTIBLE BONDS

On 23 July 2026 (after trading hours of the Stock Exchange), the Company entered into the Subscription Agreement with the Subscriber, pursuant to which the Company has conditionally agreed to issue, and the Subscriber has conditionally agreed to subscribe for, the Convertible Bonds in an aggregate principal amount of USD3.0 million (equivalent to HK\$23.4 million).

The principal terms of the Subscription Agreement are set out below:

Subscription Agreement

Date: 23 July 2026 (after trading hours of the Stock Exchange)

Parties: (i) the Company as issuer; and
(ii) the Subscriber

The Subscriber is a company incorporated in Hong Kong with limited liability and principally engaged in business consultancy and management services. The ultimate beneficial owner of the Subscriber is Mr. Mu Joon Fei. To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Subscriber and its ultimate beneficial owner are Independent Third Parties.

Conditions of the Subscription Agreement

The Subscription is conditional upon:

- (i) the Increase in Authorised Share Capital having become effective;
- (ii) the passing by the Shareholders of relevant resolution(s) at the EGM in compliance with the requirements of the Listing Rules approving:
 - (a) the Subscription Agreement and the transactions contemplated thereunder; and
 - (b) the issue of the Convertible Bonds and the Specific Mandate for the allotment and issue of the Conversion Shares to holder(s) of the Convertible Bonds in accordance with the terms and conditions of the Convertible Bonds;
- (iii) all necessary consents and approvals required to be obtained on the part of the Company in respect of the Subscription Agreement and the transactions contemplated thereunder having been obtained;
- (iv) all necessary consents and approvals required to be obtained on the part of the Subscriber in respect of the Subscription Agreement and the transactions contemplated thereunder having been obtained;
- (v) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the Conversion Shares to be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds;
- (vi) none of the warranties given by the Company under the Subscription Agreement having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect; and

- (vii) none of the warranties given by the Subscriber under the Subscription Agreement having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect.

The Subscriber may at any time waive by notice in writing to the Company condition (vi) above. The Company may at any time waive by notice in writing to the Subscriber condition (vii) above. Save for conditions (vi) and (vii) above, none of the conditions are capable of being waived. In the event that the conditions of the Subscription are not fulfilled on or before 30 September 2026 or such other date as may be agreed between the parties to the Subscription Agreement, the Subscription Agreement shall cease and terminate and neither the Company nor the Subscriber shall have any obligations and liabilities under the Subscription Agreement save in respect of any antecedent breach.

Completion

The Subscription Agreement shall complete within five (5) Business Days after the day on which all the conditions set out above are fulfilled or, as the case may be, waived (or such later date as may be agreed between the Company and the Subscriber in writing). Upon Completion, the Subscriber shall pay a subscription price of USD3.0 million in respect of the Convertible Bonds to the Company.

Principal terms of the Convertible Bonds

The principal terms of the Convertible Bonds are as follows:

Issuer	:	The Company
Subscriber	:	Alpha Chamberlain Management Limited
Issue price	:	100% of the principal amount of the Convertible Bonds
Principal amount	:	USD3,000,000
Conversion price	:	The initial Conversion Price per Conversion Share shall be HK\$1.10, subject to adjustments as hereafter described.
Adjustment events	:	The Conversion Price shall from time to time be subject to adjustment upon occurrence of the following events: (a) an alteration to the nominal number of the Shares by way of consolidation, sub-division, or reclassification; (b) an issue (other than in lieu of cash dividend and other than issue that would amount to capital distribution) of any Shares credited as fully paid to the Shareholders by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund);

- (c) a capital distribution (in cash or specie and whether on a reduction of capital or otherwise) to the Shareholders or grant to the Shareholders rights to acquire for cash assets of the Group;
- (d) an offer of new Shares to the Shareholders for conversion by way of rights, or grant, to Shareholders of any options or warrants to subscribe for new Shares, at a price which is less than 50% of the market price on the date of the announcement of the terms of the offer or grant;
- (e)
 - (aa) an issue of securities wholly for cash or for reduction of liabilities or for acquisition of asset which by their terms are convertible into or exchangeable for or carry rights of conversion for new Shares, and the total effective consideration per Share initially receivable for such securities is less than 50% of the market price on the date of the announcement of the terms of issue of such securities;
 - (bb) modification of the rights of conversion or exchange or subscription attached to any such securities as are mentioned in section (aa) of this paragraph (e), so that the total effective consideration per Share initially receivable for such securities shall be less than 50% of the market price on the date of announcement of the proposal to modify such rights of conversion or exchange or subscription;
- (f) an issue of any Shares wholly for cash or for reduction of liabilities at a price per Share which is less than 50% of the market price on the date of the announcement of the terms of such issue; and
- (g) an issue of any Shares for the acquisition of asset at a total effective consideration per Share which is less than 50% of the market price at the date of the announcement of the terms of such issue.

- Interest rate : The Convertible Bonds shall bear interest from and including the date of its issue to and including the date falling on the Initial Maturity Date or the Extended Maturity Date (as the case may be) at the rate of twelve per cent. (12%) per annum on the outstanding principal amount thereof.
- The interest shall be payable monthly from the date of issue of the Convertible Bonds.
- Default interest : If the Company fails to pay any of the amounts payable under the Convertible Bonds, the Company shall pay default interest on such amounts from the due date to the date of actual payment at an interest rate of twelve per cent. (12%) per annum.
- Conversion Shares : Based on the initial Conversion Price of HK\$1.10, the Convertible Bonds are convertible into 21,272,727 Conversion Shares, which represents:
- (i) approximately 27.39% of the total issued share capital of the Company as at the date of this announcement; and
 - (ii) approximately 21.50% of the total issued share capital of the Company as enlarged by the allotment and issue of the Conversion Shares upon exercise in full of the conversion rights attaching to the Convertible Bonds.
- The maximum aggregate nominal value of the Conversion Shares is HK\$2,127,272.7.
- Conversion period : The period commencing from the issue date of the Convertible Bonds up to 4:00 p.m. (Hong Kong time) on the day immediately prior to and exclusive of the Maturity Date

Conversion rights and restrictions	:	The holder(s) of the Convertible Bonds shall, subject to compliance with the procedures set out in the terms and conditions thereunder, have the right at any time during the conversion period to convert the whole or part of the outstanding principal amount of the Convertible Bonds registered in its name into the Conversion Shares provided further that (i) any conversion shall be made in amounts of not less than a whole multiple of USD500,000 on each conversion save that if at any time the aggregate outstanding principal amount of the Convertible Bonds is less than USD500,000, the whole (but not part only) of the outstanding principal amount of the Convertible Bonds may be converted; (ii) any conversion of the Convertible Bonds does not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the Subscriber and parties acting in concert with it, whether or not such mandatory offer obligation is triggered off by the fact that the number of Conversion Shares to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Bonds (if applicable, including any Shares acquired by the parties acting in concert with the holder(s) of the Convertible Bonds) represents 30% or more (or such other percentage as stated in Rule 26 of the Takeovers Code in effect from time to time) of the then issued ordinary share capital of the Company; and (iii) any conversion of the Convertible Bonds will not cause the public float of the Shares to be less than 25% (or any given percentage as required by the Listing Rules for the minimum percentage of Shares being held by the public as per Rule 8.08 of the Listing Rules) of the issued Shares of the Company.
Early redemption at the option of the Company	:	The Company shall be entitled at its sole discretion, by giving not less than seven (7) days' notice to the holder(s) of the Convertible Bonds, propose to the holder(s) to redeem in whole or in part the outstanding Convertible Bonds (in multiples of USD500,000 or such lesser amount as may represent the entire principal amount thereof) at an amount equivalent to 100% of the principal amount of such outstanding Convertible Bonds together with all outstanding interest accrued thereon up to the date of the early redemption, at any time after the date of issue of the Convertible Bonds up to and including the date falling seven (7) days immediately before the Maturity Date.
Redemption on an Event of Default	:	Following the occurrence of an event of default specified under the instrument of the Convertible Bonds and a written notice is served by a Bondholder to the Company specifying the event of default, a Bondholder has the right at its option, to require the Company to redeem all (or any portion of the principal amount thereof) of the Bonds on the fifth Business Day after the date of the event of default redemption notice at their principal amount.

The events of default include, among others:

- (i) the Company fails to pay the principal amount and entitlements due in respect of any of the Convertible Bonds, and such default is not cured within 30 days;
- (ii) the Company is involved in any insolvency event;
- (iii) any distress, attachment, execution, seizure before judgment or other legal process is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of the Company is not discharged or stayed within 30 days;
- (iv) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Company becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person) and is not discharged within 30 days;
- (v) any action, legal proceedings or other procedure or step is taken (or any analogous procedure or step is taken in any jurisdiction) against the Company or any of the subsidiaries in relation to:
 - (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution or reorganisation except a solvent liquidation;
 - (b) a composition, assignment or arrangement with any creditor;
 - (c) the appointment of an administrator or a liquidator (except in respect of a solvent liquidation) or other similar officer in respect of any of the assets of the Company or any of the Subsidiaries;
 - (d) enforcement of any security over any of the assets of the Company or any of the subsidiaries;
 - (e) termination of the business of the Company or any of the subsidiaries; or
 - (f) the Shares cease to be listed on the Stock Exchange or are suspended for the trading on the Stock Exchange for more than 30 consecutive trading days.

Ranking : The Conversion Shares, when allotted and issued, shall rank *pari passu* in all respects with the Shares in issue on the relevant conversion date including the right to all dividends or other distributions, paid or made on or after the relevant conversion date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date thereof shall be on or before the relevant conversion date.

Maturity Date : The day falling on the calendar day upon the expiry of a period of six (6) calendar months of the issue of the Convertible Bonds, provided that if such date is not a Business Day, the Business Day immediately after such date (the “**Initial Maturity Date**”).

In the event that any of the Convertible Bonds remain unconverted and outstanding on the date falling one (1) month prior to the Initial Maturity Date, the Company may, at the sole discretion of the Company, serve a written notice on the Bondholder(s) (the “**Extension Notice**”) at least fourteen (14) days prior to the Initial Maturity Date to extend (the “**Extension**”) the maturity date of such Convertible Bonds which remain unconverted and outstanding at the Initial Maturity Date to the date falling on the first anniversary of the date of issue of the Convertible Bonds, provided that if the Extended Maturity Date is not a Business Day, the Business Day immediately after such date (the “**Extended Maturity Date**”). For the avoidance of doubt, consent to the Extension shall be deemed to have given by the Bondholder(s) to the Company upon service of the Extension Notice. For the avoidance of doubt, the Extension shall not be subject to any condition, license or approval on the part of the Company or the holder(s) of the Convertible Bond(s) and will take effect immediately after the expiry of the Initial Maturity Date.

Voting rights : The holder(s) of the Convertible Bonds shall not have any right to attend or vote in any general meeting of the Company.

Transferability : The Bondholder may assign or transfer the Convertible Bonds in whole or in part to any other persons subject to the prior written notification to the Company having been made, and compliance with the Listing Rules and applicable laws.

Any such assignment or transfer of the Convertible Bonds to connected person(s) of the Company shall be subject to compliance with the applicable Listing Rules.

Conversion Price:

The initial Conversion Price per Conversion Share of HK\$1.10 represents:

- (i) a discount of approximately 5.98% to the closing price of HK\$1.17 per Share as quoted on the Stock Exchange on the date of the Subscription Agreement; and
- (ii) a discount of approximately 5.98% to the average closing prices of HK\$1.17 per Share as quoted on the Stock Exchange for the last five consecutive trading days immediately prior to the date of the Subscription Agreement.

The net Conversion Price, after deduction of relevant expenses, is approximately HK\$1.06 per Conversion Share.

The Conversion Price was determined after arm's length negotiations between the Company and the Subscriber with reference to the prevailing market price of the Shares and the financial position of the Group. The Directors consider that the Conversion Price and the terms and conditions of the Subscription Agreement as well as the Convertible Bonds are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Mandate to issue the Conversion Shares

The Conversion Shares will be allotted and issued pursuant to the Specific Mandate to be sought from the Shareholders at the EGM.

Application for listing

Application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Conversion Shares. No application will be made for listing of, or permission to deal in, the Convertible Bonds on the Stock Exchange or any other stock exchange.

EFFECT ON THE SHAREHOLDING STRUCTURE OF THE COMPANY

The shareholding structure of the Company (i) as at the date of this announcement; and (ii) immediately upon full conversion of the Convertible Bonds at the Conversion Price are as follows:

	(i) As at the date of this announcement		(ii) Immediately upon full conversion of the Convertible Bonds at the Conversion Price	
	No. of Shares	Approximate %	No. of Shares	Approximate %
Substantial Shareholder				
Copious Astute Limited (<i>Note</i>)	21,409,300	27.56	21,409,300	21.64
Directors				
Yau Yik Ming Leao	600,000	0.77	600,000	0.61
Chen Jianyu	300,000	0.39	300,000	0.30
Song Yanyang	600,000	0.77	600,000	0.61
Kwan Hung Chun Curtus	300,000	0.39	300,000	0.30
Subscriber	–	–	21,272,727	21.50
Other public Shareholders	54,460,300	70.12	54,460,300	55.04
Total	77,669,600	100.00	98,942,327	100.00

Note: Copious Astute Limited is wholly owned by Mr. Li Kam Hung.

FUND RAISING DURING THE PAST TWELVE MONTHS

On 3 March 2026, the Company entered into a placing agreement with the Placing Agent in relation to the placing of up to 121,116,000 shares at a placing price of HK\$0.039 per share under general mandate. The Placing Agent has successfully placed 121,116,000 shares and the placing was completed on 20 March 2026 with net proceeds amounting to approximately HK\$4.61 million (after deducting all related costs, fees, expenses and commission). As at the date of this announcement, the Company had fully utilised the net proceeds from the placing for the intended purposes as previously disclosed in the announcement of the Company dated 20 March 2026. For details of the placing, please refer to the announcements of the Company dated 3 March 2026 and 20 March 2026.

Save as disclosed, the Company has not conducted any other equity fund raising exercises in the past twelve months immediately preceding the date of this announcement.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE CONVERTIBLE BONDS AND USE OF PROCEEDS

The Company is principally engaged in investment holding and the principal activities of its subsidiaries are providing fitting-out services and repair and maintenance services in Macau and Hong Kong.

The Board has considered it beneficial to strengthen the capital base of the Group through the Subscription in preparation for the Group's long-term development and further strengthening of financial position of the Group. The issue of the Convertible Bonds will not have an immediate dilution effect on the shareholding of the existing Shareholders. The Directors also consider that the issue of Convertible Bonds will provide an opportunity for the Company, if the conversion rights attached to the Convertible Bonds are exercised, to enlarge and strengthen its capital base and also broaden its Shareholders base by the introduction of new investor.

USE OF PROCEEDS

The gross proceeds from the issue of the Convertible Bonds will be USD3.0 million (equivalent to HK\$23.4 million) and the net proceeds from the issue of the Convertible Bonds will be approximately USD2.88 million (equivalent to approximately HK\$22.5 million) (after deducting the related expenses and professional fees). The Company intends to utilise the proceeds from the issue of the Convertible Bonds (i) as to approximately USD1.65 million (equivalent to approximately HK\$12.9 million) for the repayment of indebtedness of the Group; (ii) as to approximately USD0.83 million (equivalent to approximately HK\$6.5 million) for the development of the fitting-out services and repair and maintenance services business of the Group; and (iii) as to approximately USD0.40 million (equivalent to approximately HK\$3.1 million) for the general working capital of the Group (including but not limited to rental expenses, salary expenses and other operating expenses). The Group expects to fully utilise the net proceeds from the issue of the Convertible Bonds by the end of 2026.

GENERAL

The EGM will be convened and held for the Shareholders to consider and, if thought fit, approve, by way of poll, among other things, (i) the Increase in Authorised Share Capital; and (ii) the Subscription Agreement and the transactions contemplated thereunder including the grant of the Specific Mandate.

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, none of the Shareholders or their associates would have a material interest in the Increase in Authorised Share Capital, the Subscription Agreement and the transactions contemplated thereunder. No Shareholder would be required to abstain from voting on the relevant resolutions at the EGM.

A circular containing, among other things, details of the Subscription Agreement and the transactions contemplated thereunder, together with a notice convening the EGM, is expected to be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

Shareholders and potential investors of the Company should note that the Subscription Agreement and the transactions contemplated thereunder are subject to the satisfaction of certain conditions precedent and therefore may or may not proceed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares. If they are in any doubt, they should consult their professional advisers.

DEFINITIONS

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

“Board”	the board of Directors of the Company
“Bondholder(s)”	the holder in whose name the Convertible Bonds is registered in the register of bondholders to be maintained by the Company, and the first registered holder being the Subscriber, and “holder” in relation to the Convertible Bonds has the corresponding meaning
“Business Day(s)”	any day (excluding a Saturday, a Sunday, a public holiday and any day on which a tropical cyclone warning no.8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
“Company”	Zhongke Group Holdings Limited 中科集團控股有限公司, an exempted company incorporated in the Cayman Islands with limited liability whose shares are listed on the Main Board of the Stock Exchange (stock code: 3321)
“Completion”	the completion of the Subscription under the Subscription Agreement
“Completion Date”	the day falling within five (5) Business Days (or such later day as agreed by the Company and the Subscriber) after fulfilment of all conditions precedent pursuant to the terms of the Subscription Agreement
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Conversion Price”	the initial conversion price of the Convertible Bonds, being HK\$1.10 per Conversion Share (subject to adjustments)
“Conversion Share(s)”	the Shares to be allotted and issued upon the exercise of the conversion rights attaching to the Convertible Bonds

“Convertible Bonds”	the convertible bonds in the aggregate principal amount of USD3.0 million to be issued by the Company to the Subscriber pursuant to the Subscription Agreement
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened and held to consider and approve the Increase in Authorised Share Capital, Subscription Agreement and the transactions respectively contemplated thereunder including the grant of the Specific Mandate
“Extended Maturity Date”	has the meaning ascribed thereto in the section headed “Proposed Issue of Convertible Bonds – Principal Terms of the Convertible Bonds – Maturity Date” in this announcement
“Extension”	has the meaning ascribed thereto in the section headed “Proposed Issue of Convertible Bonds – Principal Terms of the Convertible Bonds – Maturity Date” in this announcement
“Extension Notice”	has the meaning ascribed thereto in the section headed “Proposed Issue of Convertible Bonds – Principal Terms of the Convertible Bonds – Maturity Date” in this announcement
“Group”	the Company and its subsidiaries
“Hong Kong”	Hong Kong Special Administrative Region of the PRC
“Increase in Authorised Share Capital”	the proposed increase in the Company’s authorised share capital from HK\$10,000,000 divided into 100,000,000 Shares to HK\$100,000,000 divided into 1,000,000,000 Shares by creating an additional 900,000,000 unissued Shares
“Independent Third Party(ies)”	third party(ies) independent of and not connected (as defined under the Listing Rules) with the Company and connected person(s) of the Company
“Initial Maturity Date”	has the meaning ascribed thereto in the section headed “Proposed Issue of Convertible Bonds – Principal Terms of the Convertible Bonds – Maturity Date” in this announcement
“Listing Committee”	has the meaning ascribed to it in the Listing Rules
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Macau”	Macau Special Administrative Region of the PRC
“Maturity Date”	the Initial Maturity Date, or if the Initial Maturity Date has been extended, the Extended Maturity Date

“Placing Agent”	Rifa Securities Limited, a company incorporated in Hong Kong with limited liability and licensed by the SFC to carry out and conduct type 1 (dealing in securities) regulated activity under and pursuant to the SFO
“PRC”	People’s Republic of China which, and for the sole purpose of this announcement, shall exclude Hong Kong, Macau Special Administrative Region and Taiwan
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
“Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the issued Shares
“Specific Mandate”	a specific mandate to cover the allotment and issue of the Conversion Shares upon exercise of the conversion rights attached to the Convertible Bonds
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscriber”	Alpha Chamberlain Management Limited, a company incorporated in Hong Kong with limited liability
“Subscription”	the subscription of the Convertible Bonds by the Subscriber pursuant to the terms and conditions of the Subscription Agreement
“Subscription Agreement”	the conditional subscription agreement dated 23 July 2026 and entered into between the Company as issuer and Subscriber in relation to the subscription of the Convertible Bonds in the aggregate principal amount of USD3.0 million
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“USD”	United States dollars, the lawful currency of the United States of America
“%”	per cent.

In this announcement, amounts in USD are translated to HK\$ on the basis of USD1.00=HK\$7.80. The conversions are for illustration purpose only and should not be taken as a representation that USD could actually be converted into HK\$ at that rate or at other rates or at all.

By order of the Board
Zhongke Group Holdings Limited
Mr. Li Chun Ho
Chairman

Hong Kong, 23 July 2026

As at the date of this announcement, the Board comprises Mr. Li Kam Hung, Mr. Yu Ming Ho, Mr. Yau Yik Ming Leao, Ms. Chen Jianyu, Mr. Song Yanyang and Mr. Kwan Hung Chun Curtus as executive Directors; Mr. Li Chun Ho as non-executive Director; and Mr. Tam Tsz Hin, Mr. Yu Kwan Tseung, Alvin, Mr. Yuan Fangjun and Mr. Zhou Zhengcheng as independent non-executive Directors.