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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. 6)\*

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**VNET Group, Inc.**

(Name of Issuer)

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**Class A Ordinary Shares, Par Value US\$0.00001 Per Share**

(Title of Class of Securities)

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**G91458 102\*\***

(CUSIP Number)

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**Mr. Sheng Chen**  
**Guanjie Building, Southeast 1st Floor, 10# Jiuxianqiao East Road**  
**Chaoyang District, Beijing 100016**  
**People's Republic of China**  
**Phone: (+86) 10 8456-2121**

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

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**December 28, 2023**

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\*This statement on Schedule 13D constitutes Amendment No.6 to the initial Schedule 13D (the "Original Schedule 13D") filed on April 8, 2022 on behalf of each of Mr. Sheng Chen and GenTao Capital Limited, as amended by the Amendment No.1 filed on September 14, 2022 (the "Amendment No.1"), Amendment No.2 filed on February 17, 2023 (the "Amendment No.2"), Amendment No.3 filed on July 12, 2023 (the "Amendment No.3") Amendment No.4 filed on August 1, 2023 (the "Amendment No.4") and Amendment No. 5 filed on November 16, 2023 (the "Amendment No. 5"), and together with the Original Schedule 13D, Amendment No.1, Amendment No.2, Amendment No.3, Amendment No.4, and Amendment No. 5, the "Original 13D Filings"), with respect to ordinary shares ("Ordinary Shares"), comprising Class A ordinary shares, par value of \$0.00001 per share ("Class A Ordinary Shares"), Class B ordinary shares, par value of \$0.00001 per share ("Class B Ordinary Shares"), and Class C ordinary shares, par value of \$0.00001 per share ("Class C Ordinary Shares") of VNET Group, Inc., a Cayman Islands company ("Issuer").

\*\*This CUSIP number applies to the Issuer's American Depositary Shares ("ADSs"), each representing six Class A Ordinary Shares of the Issuer.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
	Sheng Chen
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)
	(a) <input type="checkbox"/>
	(b) <input type="checkbox"/>
3.	SEC USE ONLY
4.	SOURCE OF FUNDS (see instructions)
	PF, OO
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
6.	CITIZENSHIP OR PLACE OF ORGANIZATION
	People's Republic of China
	7. SOLE VOTING POWER
	30,067,143 <sup>(1)</sup>
	8. SHARED VOTING POWER
	0
	9. SOLE DISPOSITIVE POWER
	30,067,143 <sup>(1)</sup>
	10. SHARED DISPOSITIVE POWER
	0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
	30,067,143 <sup>(1)</sup>
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
	1.9% <sup>(2)</sup> (representing 15.7% of the total outstanding voting power <sup>(3)</sup> )
14.	TYPE OF REPORTING PERSON (see instructions)
	IN

(1) Representing (i) one Class A Ordinary Share held by GenTao Capital Limited (“GenTao”), (ii) 19,670,117 Class B Ordinary Shares held by Fast Horse Technology Limited (“Fast Horse”), (iii) 8,087,875 Class B Ordinary Shares held by Sunrise Corporate Holding Ltd. (“Sunrise”), (iv) four Class A Ordinary Shares, 769,486 Class B Ordinary Shares and 60,000 Class C Ordinary Shares held by Personal Group Limited (“Personal Group”), and (v) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen’s restricted share units at his election. Mr. Sheng Chen is the sole and direct shareholder of GenTao, Fast Horse, Sunrise and Personal Group and may be deemed to have beneficial ownership of the shares held by them.

(2) Calculation based on 1,545,666,570 outstanding Ordinary Shares as a single class, being the sum of (i) 862,980,995 outstanding Class A Ordinary Shares (excluding treasury shares and Class A Ordinary Shares in the form of ADSs that are reserved for issuance upon the exercise of share incentive awards) immediately prior to the completion of the Investment (as defined below), (ii) 650,424,192 Class A Ordinary Shares issued to Investor A and Investor B (as defined below) in connection with the Investment, (iii) 30,721,723 outstanding Class B Ordinary Shares, (iv) 60,000 outstanding Class C Ordinary Shares, (v) no outstanding Class D Ordinary Share, par value of \$0.00001 per share (“Class D Ordinary Shares”) of the Issuer, and (vi) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen’s restricted share units at his election, assuming conversion of all outstanding Class B Ordinary Shares and Class C Ordinary Shares into Class A Ordinary Share. Each Class B Ordinary Share or each Class C Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares or Class C Ordinary Shares under any circumstances.

(3) Each Class A Ordinary Share is entitled to one vote, each Class B Ordinary Share is entitled to ten votes, each Class C Ordinary Shares is entitled to one vote and each Class D Ordinary Share is entitled to 500 votes, except that the Issuer shall only proceed with certain corporate matters with the written consent of the holders holding a majority of the issued and outstanding Class C Ordinary Shares or with the sanction of a special resolution passed at a separate meeting of the holders of the issued and outstanding Class C Ordinary Shares.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
GenTao Capital Limited	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
(a) <input type="checkbox"/>	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (see instructions)	
AF, OO	
5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 21 <input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
British Virgin Islands	
	7. SOLE VOTING POWER
	1 <sup>(1)</sup>
	8. SHARED VOTING POWER
	0
	9. SOLE DISPOSITIVE POWER
	1 <sup>(1)</sup>
	10. SHARED DISPOSITIVE POWER
	0
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
1 <sup>(1)</sup>	
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.0% <sup>(2)</sup> (representing 0.0% of the total outstanding voting power <sup>(3)</sup> )	
14. TYPE OF REPORTING PERSON (see instructions)	

(1) Representing one Class A Ordinary Share held by GenTao.

(2) Calculation based on 1,545,666,570 outstanding Ordinary Shares as a single class, being the sum of (i) 862,980,995 outstanding Class A Ordinary Shares (excluding treasury shares and Class A Ordinary Shares in the form of ADSs that are reserved for issuance upon the exercise of share incentive awards) immediately prior to the Investment (as defined below), (ii) 650,424,192 Class A Ordinary Shares issued to Investor A and Investor B (as defined below) in connection with the Investment, (iii) 30,721,723 outstanding Class B Ordinary Shares, (iv) 60,000 outstanding Class C Ordinary Shares, (v) no outstanding Class D Ordinary Share, and (vi) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen's restricted share units at his election, assuming conversion of all outstanding Class B Ordinary Shares and Class C Ordinary Shares into Class A Ordinary Share. Each Class B Ordinary Share or each Class C Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares or Class C Ordinary Shares under any circumstances.

(3) Each Class A Ordinary Share is entitled to one vote, each Class B Ordinary Share is entitled to ten votes, each Class C Ordinary Shares is entitled to one vote and each Class D Ordinary Share is entitled to 500 votes, except that the Issuer shall only proceed with certain corporate matters with the written consent of the holders holding a majority of the issued and outstanding Class C Ordinary Shares or with the sanction of a special resolution passed at a separate meeting of the holders of the issued and outstanding Class C Ordinary Shares.

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Fast Horse Technology Limited	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
	(a) <input type="checkbox"/>	
	(b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS (see instructions)	
	AF, OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION	
	British Virgin Islands	
	7.	SOLE VOTING POWER
		19,670,117 <sup>(1)</sup>
	8.	SHARED VOTING POWER
		0
	9.	SOLE DISPOSITIVE POWER
		19,670,117 <sup>(1)</sup>
	10.	SHARED DISPOSITIVE POWER
		0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
	19,670,117 <sup>(1)</sup>	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
	1.3% <sup>(2)</sup> (representing 10.8% of the total outstanding voting power <sup>(3)</sup> )	
14.	TYPE OF REPORTING PERSON (see instructions)	
	CO	

(1) Representing 19,670,117 Class B Ordinary Shares held by Fast Horse.

(2) Calculation based on 1,545,666,570 outstanding Ordinary Shares as a single class, being the sum of (i) 862,980,995 outstanding Class A Ordinary Shares (excluding treasury shares and Class A Ordinary Shares in the form of ADSs that are reserved for issuance upon the exercise of share incentive awards) immediately prior to the Investment, (ii) 650,424,192 Class A Ordinary Shares issued to Investor A and Investor B (as defined below) in connection with the Investment (as defined below), (iii) 30,721,723 outstanding Class B Ordinary Shares, (iv) 60,000 outstanding Class C Ordinary Shares, (v) no outstanding Class D Ordinary Share and (vi) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen's restricted share units at his election, assuming conversion of all outstanding Class B Ordinary Shares and Class C Ordinary Shares into Class A Ordinary Share. Each Class B Ordinary Share or each Class C Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares or Class C Ordinary Shares under any circumstances.

(3) Each Class A Ordinary Share is entitled to one vote, each Class B Ordinary Share is entitled to ten votes, each Class C Ordinary Shares is entitled to one vote and each Class D Ordinary Share is entitled to 500 votes, except that the Issuer shall only proceed with certain corporate matters with the written consent of the holders holding a majority of the issued and outstanding Class C Ordinary Shares or with the sanction of a special resolution passed at a separate meeting of the holders of the issued and outstanding Class C Ordinary Shares.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Sunrise Corporate Holding Ltd.	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
(a) <input type="checkbox"/>	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (see instructions)	
AF, OO	
5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
British Virgin Islands	
	7. SOLE VOTING POWER
	8,087,875 <sup>(1)</sup>
	8. SHARED VOTING POWER
	0
	9. SOLE DISPOSITIVE POWER
	8,087,875 <sup>(1)</sup>
	10. SHARED DISPOSITIVE POWER
	0
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
8,087,875 <sup>(1)</sup>	
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.5% <sup>(2)</sup> (representing 4.4% of the total outstanding voting power <sup>(3)</sup> )	
14. TYPE OF REPORTING PERSON (see instructions)	
CO	

(1) Representing 8,087,875 Class B Ordinary Shares.

(2) Calculation based on 1,545,666,570 outstanding Ordinary Shares as a single class, being the sum of (i) 862,980,995 outstanding Class A Ordinary Shares (excluding treasury shares and Class A Ordinary Shares in the form of ADSs that are reserved for issuance upon the exercise of share incentive awards) immediately prior to the Investment (as defined below), (ii) 650,424,192 Class A Ordinary Shares issued to Investor A and Investor B (as defined below) in connection with the Investment, (iii) 30,721,723 outstanding Class B Ordinary Shares, (iv) 60,000 outstanding Class C Ordinary Shares, (v) no outstanding Class D Ordinary Share and (vi) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen's restricted share units at his election, assuming conversion of all outstanding Class B Ordinary Shares and Class C Ordinary Shares into Class A Ordinary Share. Each Class B Ordinary Share or each Class C Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares or Class C Ordinary Shares under any circumstances.

(3) Each Class A Ordinary Share is entitled to one vote, each Class B Ordinary Share is entitled to ten votes, each Class C Ordinary Shares is entitled to one vote and each Class D Ordinary Share is entitled to 500 votes, except that the Issuer shall only proceed with certain corporate matters with the written consent of the holders holding a majority of the issued and outstanding Class C Ordinary Shares or with the sanction of a special resolution passed at a separate meeting of the holders of the issued and outstanding Class C Ordinary Shares.

1. NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
Personal Group Limited	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
(a) <input type="checkbox"/>	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. SOURCE OF FUNDS (see instructions)	
AF, OO	
5. CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 21 <input type="checkbox"/>	
6. CITIZENSHIP OR PLACE OF ORGANIZATION	
British Virgin Islands	
	7. SOLE VOTING POWER
	829,490 <sup>(1)</sup>
	8. SHARED VOTING POWER
	0
	9. SOLE DISPOSITIVE POWER
	829,490 <sup>(1)</sup>
	10. SHARED DISPOSITIVE POWER
	0
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
829,490 <sup>(1)</sup>	
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
0.1% <sup>(2)</sup> (representing 0.4% of the total outstanding voting power <sup>(3)</sup> )	
14. TYPE OF REPORTING PERSON (see instructions)	

(1) Representing four Class A Ordinary Shares, 769,486 Class B Ordinary Shares, and 60,000 Class C Ordinary Shares held by Personal Group.

(2) Calculation based on 1,545,666,570 outstanding Ordinary Shares as a single class, being the sum of (i) 862,980,995 outstanding Class A Ordinary Shares (excluding treasury shares and Class A Ordinary Shares in the form of ADSs that are reserved for issuance upon the exercise of share incentive awards) immediately prior to the Investment (as defined below), (ii) 650,424,192 Class A Ordinary Shares issued to Investor A and Investor B (as defined below) in connection with the Investment, (iii) 30,721,723 outstanding Class B Ordinary Shares, (iv) 60,000 outstanding Class C Ordinary Shares, (v) no outstanding Class D Ordinary Share; and (vi) 1,479,660 Class A Ordinary Shares issuable under Mr. Sheng Chen's restricted share units at his election, assuming conversion of all outstanding Class B Ordinary Shares and Class C Ordinary Shares into Class A Ordinary Share. Each Class B Ordinary Share or each Class C Ordinary Share is convertible into one Class A Ordinary Share at any time by the holder thereof. Class A Ordinary Shares are not convertible into Class B Ordinary Shares or Class C Ordinary Shares under any circumstances.

(3) Each Class A Ordinary Share is entitled to one vote, each Class B Ordinary Share is entitled to ten votes, each Class C Ordinary Shares is entitled to one vote and each Class D Ordinary Share is entitled to 500 votes, except that the Issuer shall only proceed with certain corporate matters with the written consent of the holders holding a majority of the issued and outstanding Class C Ordinary Shares or with the sanction of a special resolution passed at a separate meeting of the holders of the issued and outstanding Class C Ordinary Shares.

Pursuant to Rule 13d-2 promulgated under the Act, this amendment to Schedule 13D (this "Amendment No.6") amends and supplements the Original 13D Filings. Except as specifically provided herein, this Amendment No.6 does not modify any of the information previously reported in the Original 13D Filings. All capitalized terms used herein which are not defined herein have the meanings given to such terms in the Original 13D Filings.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 of the Amendment No. 5 be amended and restated as follows:

*Arrangements with New Investors in the Ordinary Shares held in the Issuer*

On November 16, 2023, Success Flow International Investment Limited ("Investor A") and Choice Faith Group Holdings Limited ("Investor B") (collectively, the "Investors") entered into an investment agreement (the "Investment Agreement") and an investor rights agreement pursuant to which Investor A agreed to purchase 455,296,932 Class A Ordinary Shares, and Investor B agreed to purchase 195,127,260 Class A Ordinary Shares (such purchased shares, collectively, the "Purchased Shares" and such investment, the "Investment"). In connection with the Investment made by the Investors in the Issuer, the Reporting Persons and the Investors entered into a voting and consortium agreement, as amended by a supplemental agreement to voting and consortium agreement, dated December 28, 2023 (as amended, the "VCA"). The Investment Agreement, investor rights agreement, and the VCA are collectively referred herein as the "Investment Documents".

As part of the terms of the Investment, the Investors have agreed to certain restrictions in relation to the portion of Purchased Shares acquired by Investor A (the "Relevant Shares"). First, the Investors have agreed with the Issuer and the Reporting Persons not to transfer or encumber the Relevant Shares during a period commencing on the consummation of the Investment and ending upon the third anniversary of the Investment (the "Lockup Period"), except for the use of such Shares as collateral for bona fide financings and the transfer of such Shares to their permitted assigns under specific conditions.

Second, the Investors have granted the Reporting Persons a right of first offer on the following terms. The right becomes exercisable during the Lockup Period in the event the Relevant Shares are used as collateral in a bona fide financing and the lender seeks to foreclose on all or a portion of such Shares. If the Reporting Persons elect not to exercise such right or their offer is not accepted by the lender, the Investors will support, in their capacity as shareholders, the Issuer's issuance of additional Shares or other equity securities to the Reporting Persons, insofar as such issuance could avoid the acceleration of the Issuer's debt repayment obligations or the early redemption of the Issuer's securities or additional or contingent payment or borrowing obligation, in cash or securities, under the Issuer's contracts or for the purposes of obtaining a consent or waiver from the counterparty thereof ("Company Default").

Third, Investor A agreed to vote all the Relevant Shares in accordance with any voting instructions provided by the Reporting Persons during the period beginning from the later of (a) the Interim Period (as defined below), and (b) the occurrence of the Triggering Event (as defined below) and ending upon the third anniversary of the closing date of the Investment (the "Voting Term"), except for certain reserved investor matters as specified therein. Interim Period means the period commencing on the date of closing under the Investment Agreement, being December 28, 2023, and ending on the earlier of (x) February 29, 2024 or sixty (60) calendar days after the date of closing under the Investment Agreement, whichever is later, and (y) termination of the Investment Agreement in accordance the terms thereunder. Triggering Event means the entry by the Issuer of a framework agreement with a third party, pursuant to which the parties agree to enter into a long-term strategic partnership for not less than two years in relation to the low carbon strategy of the Issuer and/or the expansion of the operations of the Issuer in Hong Kong, Taiwan and/or other territories outside mainland China.

Fourth, the Investors covenant, for so long as the Investors in the aggregate continue to own equity securities that (on an as-converted basis) represent no less than 325,212,096 Class A Ordinary Shares (including such Class A Ordinary Shares held in the form of ADSs) (the "Minimum Shareholding Requirement"), (1) not to, and to direct their assigns and successors not to, initiate or support during the Voting Term any proposal (including by voting of the Purchased Shares) or action that would cause a Company Default; (2) during the 90-day period immediately preceding the expiration of the Voting Term, to work with Mr. Sheng Chen and the Issuer to assess whether the expiration of the voting arrangement noted would cause a Company Default, and, if such risks exist, discuss in good faith with the Issuer to work out commercially reasonable solutions; and (3) if a solution cannot be identified or agreed, to extend the voting arrangement by a further three months.

The above covenants were made by the Investors in the Investment Agreement for the benefit of the Issuer and the Investors shall jointly and severally indemnify, among others, the Issuer on breach of such covenants. The Reporting Persons were made third party beneficiaries of such indemnification.

In consideration for the Investors' agreement to the restrictions described above, the Reporting Persons have made certain undertakings to the Investors as significant shareholders of the Issuer. First, the Reporting Persons warrants that, for so long as the Minimum Shareholding Requirement is satisfied, Mr. Sheng Chen will, at all times, directly or indirectly, own no less than 80% of such number of equity securities (calculated on a fully diluted and as-converted basis) held directly or indirectly by him and his family trusts as of the date of the Investment Agreement.

Second, the Reporting Persons also covenant not to take any actions that would restrict, inhibit, terminate or otherwise adversely affect or prejudice certain rights, powers, preferences or privileges enjoyed by, or actions or entitlements of, the Investors under the terms of the Investment.

Third, the Reporting Persons have agreed that, for so long as the Investors maintain their Minimum Shareholding Requirement in the Issuer, in the event any entity controlled by any of the Reporting Persons plans to conduct an initial public offering or list their shares on a securities exchange, the Investors may elect to exchange their Purchased Shares into shares of such entity.

The foregoing descriptions of the Investment Documents in this Item 6 do not purport to be complete and are qualified in their entirety by reference to Exhibit 99.17, Exhibit 99.18, Exhibit 99.19 and Exhibit 99.20 filed as set forth below and which is incorporated herein by reference.

**Item 7. Material to Be Filed as Exhibits.**

Item 7 of the Original Schedule 13D is supplemented by adding the following:

Exhibit No.	Description
<a href="#">99.17</a>	<a href="#">The Investment Agreement dated November 16, 2023 by and among the Issuer, Investor A and Investor B</a>
<a href="#">99.18</a>	<a href="#">The Investor Rights Agreement dated November 16, 2023 by and among the Issuer, Investor A and Investor B</a>
<a href="#">99.19</a>	<a href="#">The Voting and Consortium Agreement dated November 16, 2023 by and among Mr. Sheng Chen, GenTao, Personal Group, Fast Horse, Sunrise, Investor A and Investor B</a>
<a href="#">99.20</a>	<a href="#">The Supplemental Agreement to the Voting and Consortium Agreement dated December 28, 2023 by and among Mr. Sheng Chen, GenTao, Personal Group, Fast Horse, Sunrise, Investor A and Investor B</a>

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 28, 2023

Sheng Chen

By /s/ Sheng Chen  
Sheng Chen

GenTao Capital Limited

By /s/ Sheng Chen  
Name: Sheng Chen  
Title: Director

Fast Horse Technology Limited

By /s/ Sheng Chen  
Name: Sheng Chen  
Title: Director

Sunrise Corporate Holding Ltd.

By /s/ Sheng Chen  
Name: Sheng Chen  
Title: Director

Personal Group Limited

By /s/ Sheng Chen  
Name: Sheng Chen  
Title: Director

**SUPPLEMENTAL AGREEMENT TO VOTING AND CONSORTIUM AGREEMENT**

**THIS SUPPLEMENTAL AGREEMENT** (this “Supplemental Agreement”) is made on December 28, 2023, Hong Kong,

AMONG:

1. Mr. Sheng Chen, citizen of the People’s Republic of China (the “PRC”) with ID Card No. [\*\*\*\*\*];
2. GenTao Capital Limited, a business company with limited liability incorporated under the Laws of British Virgin Islands;
3. Fast Horse Technology Limited, a business company with limited liability incorporated under the Laws of British Virgin Islands;
4. Sunrise Corporate Holding Ltd., a business company with limited liability incorporated under the Laws of British Virgin Islands;
5. Personal Group Limited, a business company with limited liability incorporated under the Laws of British Virgin Islands;
6. Success Flow International Investment Limited, a BVI Business Company incorporated under the Laws of the British Virgin Islands; and
7. Choice Faith Group Holdings Limited, a BVI Business Company incorporated under the Laws of the British Virgin Islands.

Each party is referred to herein individually as a party (a “Party”) and collectively as the Parties (the “Parties”).

WHEREAS,

- A. The Parties have entered into a voting and consortium agreement dated November 16, 2023 (the “Voting and Consortium Agreement”); and
- B. The Parties have agreed to amend certain provisions of the Voting and Consortium Agreement in accordance with the terms and conditions of this Supplemental Agreement.

NOW THEREFORE, in consideration of the premises, the covenants and agreements set forth herein and in the Voting and Consortium Agreement, the Investment Agreement and Investor Rights Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Definitions. Capitalized terms used but not defined in this Supplemental Agreement shall have the meanings given to them in the Voting and Consortium Agreement, as amended hereby.
2. Amendment to the Voting and Consortium Agreement.
  - (a) The following phrases under Clause 1.1 of the Voting and Consortium Agreement:
 

“Upon expiration or termination of the Interim Period solely pursuant to Section 3.5(a)(x) or Section 3.5(c)(i) of the Investment Agreement, and ending, subject to Section 1.7, upon the date that falls on the third (3<sup>rd</sup>) anniversary of the Closing Date (the “Voting Term”),”

shall be deleted in its entirety, and replaced by the following:

“Commencing upon the later of (i) the expiration or termination of the Interim Period solely pursuant to Section 3.5(a)(x) or Section 3.5(c)(i) of the Investment Agreement and (ii) the occurrence of the Triggering Events, and ending, subject to Section 1.7, upon the date that falls on the third (3<sup>rd</sup>) anniversary of the Closing Date (the “Voting Term”),”

(b) The following paragraph shall be added to the end of Clause 1.1 of the Voting and Consortium Agreement:

“For the purposes of this Clause 1.1, “Triggering Events” shall mean the entry by the Company of a framework agreement with a third party with a prior written notice to Investor A, pursuant to which the parties agree to enter into a long-term strategic partnership for at least two years in relation to the low carbon strategy of the Company and/or the expansion of the operations of the Company in Hong Kong, Taiwan and/or other territories outside mainland China.”

3. Interpretation. References to “this Agreement” in the Voting and Consortium Agreement or words of similar import mean the Voting and Consortium Agreement as amended by this Supplemental Agreement.
4. Other Provisions Unaffected. Except as amended hereby, the Voting and Consortium Agreement shall remain unchanged and in full force and effect in accordance with its terms.
5. Miscellaneous. The provisions of Clauses 3.1, 3.3, 3.4, 3.6, 3.7, 3.8, 3.9 and 3.10 of the Voting and Consortium Agreement shall apply to this Supplemental Agreement *mutatis mutandis* as if set forth herein and all references in such Clauses to “this Agreement” for the purposes of this Supplemental Agreement shall be deemed references to this Supplemental Agreement.

[Signature page follows]

**IN WITNESS** of which the Parties have executed this Supplemental Agreement on the date first mentioned above.

Executed by **SHENG CHEN**, an individual

Sheng Chen  
*(PRINT NAME)*

/s/ Sheng Chen  
**Sheng Chen**

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

---

Executed by **GENTAO CAPITAL LIMITED**, acting by

Sheng Chen  
*(PRINT NAME)*

---

/s/ Sheng Chen  
Authorized Signatory

---

who, in accordance with the laws of that territory, is acting under the authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

---

Executed by **FAST HORSE TECHNOLOGY LIMITED**, acting by

Sheng Chen  
*(PRINT NAME)*

---

/s/ Sheng Chen  
Authorized Signatory

---

who, in accordance with the laws of that territory, is acting under the authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

---

Executed by **SUNRISE CORPORATE HOLDING LTD.**, acting by

Sheng Chen  
*(PRINT NAME)*

---

/s/ Sheng Chen  
Authorized Signatory

---

who, in accordance with the laws of that territory, is acting under the authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

---

Executed by **PERSONAL GROUP LIMITED**, acting by

Sheng Chen  
*(PRINT NAME)*

---

/s/ Sheng Chen  
Authorized Signatory

---

who, in accordance with the laws of that territory, is acting under the authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

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Executed by **SUCCESS FLOW INTERNATIONAL INVESTMENT LIMITED**, acting by

Liu Yao  
*(PRINT NAME)*

---

/s/ Liu Yao  
Authorized Signatory

---

who, in accordance with the laws of that territory, is acting under the authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

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Executed by **CHOICE FAITH GROUP HOLDINGS LIMITED**, acting  
by

Liu Yao  
*(PRINT NAME)*

---

/s/ Liu Yao  
Authorized Signatory

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who, in accordance with the laws of that territory, is acting under the  
authority of that company

*[Signature Page to Supplemental Agreement to Voting and Consortium Agreement]*

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