



KAISA GROUP HOLDINGS LTD.
佳兆業集團控股有限公司*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 1638)

Branch share registrar in Hong Kong
 Computershare Hong Kong Investor
 Services Limited
 Shops 1712-1716, 17th Floor
 Hopewell Centre
 183 Queen's Road East
 Wanchai, Hong Kong

**RIGHTS ISSUE ON THE BASIS OF ONE
 (1) RIGHTS SHARE FOR EVERY SEVEN
 (7) EXISTING SHARES HELD ON THE RECORD
 DATE AT THE SUBSCRIPTION PRICE OF
 HK\$2.95 PER RIGHTS SHARE PAYABLE IN FULL
 ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M.
 ON THURSDAY, 29 APRIL 2021**

Registered office of the Company:
 Cricket Square
 Hutchins Drive
 P.O. Box 2681
 Grand Cayman, KY1-1111
 Cayman Islands

Principal Place of Business
 in Hong Kong:
 30/F, The Center
 99 Queen's Road Central
 Central
 Hong Kong

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Name(s) and address of the Qualifying Shareholder(s) (other than PRC Southbound Trading Investors)

Application can only be made by the Qualifying Shareholder(s)
 (other than PRC Southbound Trading Investors) named here.

Total number of excess Rights Share(s) applied for

BOX A

Total subscription monies paid for the excess Rights
 Share(s)

BOX B
 HK\$

To: **The Directors**
Kaisa Group Holdings Ltd.

I/We, being the registered holder(s) named above (other than PRC Southbound Trading Investors), hereby irrevocably apply for excess Rights Share(s) (write the number of shares in Box A) at the Subscription Price of HK\$2.95 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or cashier's order in favour of "Kaisa Group Holdings Ltd – EAF" and crossed "Account Payee Only" for HK\$ (write the full amount in Box B) being payment in full on application for the aforementioned number of excess Rights Shares. I/We hereby request you to allot such excess Rights Shares applied for, or any lesser number as determined by the Directors, to me/us and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that allotment in respect of this application shall be made at the discretion of the Directors on a fair and equitable basis and as far as practicable, in proportion to the number of excess Rights Shares being applied for under each application, and no preference will be given to applications made for topping up odd lot holdings to whole board lot. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the PAL and subject to the articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicants must sign)

Name of bank on which
 cheque/cashier's order is drawn: _____

Cheque/cashier's
 order number: _____

Contact telephone number: _____

Date: _____

* For identification purposes only

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KAISA GROUP HOLDINGS LTD.
佳兆業集團控股有限公司*
 (於開曼群島註冊成立的有限公司)
 (股份代號：1638)

香港股份過戶登記分處：
 香港中央證券登記有限公司
 香港灣仔
 皇后大道東183號合和中心
 17樓1712-1716號舖

按於記錄日期每持有七(7)股現有股份
 可獲發一(1)股供股股份之基準
 以認購價為每股供股股份2.95港元進行供股
 股款須不遲於二零二一年四月二十九日(星期四)
 下午四時正繳足

本公司註冊辦事處：
 Cricket Square
 Hutchins Drive
 P.O. Box 2681
 Grand Cayman, KY1-1111
 Cayman Islands

香港主要營業地點：
 香港中環皇后大道中99號
 中環中心30樓

額外供股股份申請表格

合資格股東(中國港股通投資者除外)姓名及地址

只有本欄所指定之合資格股東(中國港股通投資者除外)有
 權申請。

所申請的額外供股股份總數目

甲欄

額外供股股份的應繳認購股款總額

乙欄
 港元

致： 佳兆業集團控股有限公司
 列位董事 台照

本人/吾等為上文列名的登記持有人(中國港股通投資者除外)，現不可撤回地根據供股以每股供股股份2.95港元的認購價申請認購(填寫於甲欄的股份數目)額外供股股份。本人/吾等隨附另行繳付款項為(填寫於乙欄之總金額)港元的支票或銀行本票，註明抬頭人為「Kaisa Group Holdings Ltd – EAF」及以「只准入抬頭人賬戶」劃線方式開出，作為申請認購上述數目額外供股股份須全數支付的股款。本人/吾等謹要求閣下配發予本人/吾等所申請的額外供股股份(或董事所釐定的任何較少數目)，並按貴公司股東名冊所載之本人/吾等之地址將本人/吾等就本認購申請所獲配發的額外供股股份數目的股票及/或任何有關應退還予本人/吾等的申請款項的退款支票以普通郵遞方式寄予本人/吾等，郵誤風險概由本人/吾等自行承擔。本人/吾等明白有關本申請的配發應由董事酌情以公平及平等基準作出，並在切實可行情況下，按每份申請下所申請的額外供股股份數目比例作出，及不會特別處理將不足一手之零碎股權湊足為一手完整買賣單位之股份。本人/吾等確認本人/吾等並不保證將獲配發所有或任何所申請的額外供股股份。

本人/吾等承諾接納按供股章程及暫定配額通知書所載條款及在貴公司的組織章程細則規限下可能配發予本人/吾等的上述額外供股股份的數目。就配發予本人/吾等的任何額外供股股份而言，本人/吾等授權閣下將本人/吾等的姓名列入貴公司股東名冊作為該等供股股份的持有人。

1. 2. 3. 4.

申請人簽署(所有聯名申請人均須簽署)

支票/銀行本票的付款銀行名稱： _____

支票/銀行本票號碼： _____

聯絡電話號碼： _____

日期： _____

* 僅供識別

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IMPORTANT

Reference is made to the prospectus (the “**Prospectus**”) dated 15 April 2021 issued by Kaisa Group Holdings Ltd. (the “**Company**”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS EXCESS APPLICATION FORM (“EAF”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD SEEK INDEPENDENT PROFESSIONAL ADVICE.

THIS EAF IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE QUALIFYING SHAREHOLDER(S) (OTHER THAN PRC SOUTHBOUND TRADING INVESTORS) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE EXCESS RIGHTS SHARES IN ADDITION TO THOSE RIGHTS SHARES PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. THIS EAF REQUIRES YOUR IMMEDIATE ATTENTION. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON THURSDAY, 29 APRIL 2021 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).

A copy of each of the Prospectus Documents, having attached thereto the written consent referred to under the section headed “Documents Delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

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

Dealings in the Shares, the Rights Shares in both their nil-paid and fully-paid forms may be settled through CCASS and you should consult your stockbroker or a licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirement of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

重要提示

茲提述佳兆業集團控股有限公司(「本公司」)所刊發日期為二零二一年四月十五日的章程(「供股章程」)。除文義另有所指外，本文件所用詞彙與供股章程所界定者具有相同涵義。

閣下如對本額外供股股份申請表格(「額外申請表格」)任何內容或應採取之行動有疑問或 閣下如已出售或轉讓所有或部份本公司的股份，應尋求獨立專業意見。

本額外申請表格具有價值但不可轉讓，並僅供下文列明有意申請其所獲暫定配發供股股份以外的額外供股股份之合資格股東(中國港股通投資者除外)使用。本額外申請表格應即時處理。申請必須不遲於二零二一年四月二十九日(星期四)下午四時正(或背頁「惡劣天氣之影響」一段所述之較後日期及/或時間)前交回。

各章程文件(連同供股章程附錄三「送呈公司註冊處處長文件」一節所述同意書)已根據公司(清盤及雜項條文)條例(香港法例第32章)第342C條之規定送呈香港公司註冊處處長登記。證監會、聯交所及香港公司註冊處處長對任何章程文件之內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本文件的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本文件全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

股份、未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交收，有關交收安排之詳情及該等安排可能對 閣下權利及權益之影響，應諮詢 閣下之股票經紀或持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期或由香港結算決定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個結算日在中央結算系統交收。所有中央結算系統之活動均須遵守不時生效之《中央結算系統一般規則》及《中央結算系統運作程序規則》進行。

This EAF should be completed and lodged, together with payment of HK\$2.95 per Rights Share for the number of excess Rights Shares applied for, with the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Thursday, 29 April 2021 (or such later date and/or time as mentioned under the paragraph headed “Effect of Bad Weather” below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “Kaisa Group Holdings Ltd – EAF” and crossed “Account Payee Only”. All enquiries in connection with this EAF should be addressed to the Registrar at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong. It should be noted that the lodging of this EAF does not assure you of being allocated any Rights Shares in excess of those of your provisional allotments.

The Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations under the Underwriting Agreement. Please refer to the paragraph headed “Termination of the Underwriting Agreement” below for further details. The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If this condition is not fulfilled, the Rights Issue will not proceed. Please refer to the section headed “Conditions of the Rights Issue” of the Prospectus for further details.

Shares have been dealt in on an ex-rights basis from Thursday, 1 April 2021. Dealings in the Nil Paid Rights will take place from Monday, 19 April 2021 to Monday, 26 April 2021 (both days inclusive). Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights is advised to consult their own professional advisers and exercise caution. Any Shareholder or other person contemplating transferring, selling or purchasing the Shares and/or the Nil Paid Rights up to the date on which all the conditions to which the Rights Issue is subject to fulfilled will bear the risk that the Rights Issue may not become unconditional and may not proceed.

The Company will publish the allocation result of the excess application for Rights Shares on Thursday, 6 May 2021 by way of announcement. The Registrar will notify you of any allotment of Rights Shares made to you. If no excess Rights Share is allotted to you, it is expected that the full amount of application monies will be refunded in full (without interest) to you by ordinary post at your own risk on or around Friday, 7 May 2021. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be refunded in full (without interest) to you by ordinary post at your own risk on or around Friday, 7 May 2021. Any such cheque will be drawn in favour of the person named on this form or, in the case of joint application, the first-named person on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post on or before Friday, 7 May 2021 to those entitled thereto at their own risk. You, except HKSCC Nominees Limited, will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

This EAF and all applications made pursuant it are governed by and shall be construed in accordance with the laws of Hong Kong.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to the Latest Time for Termination if:

- (1) the occurrence, existence or come into effect or become public knowledge any of the following events or circumstances would, in the sole opinion of the Underwriter, materially and adversely affect the legal, business, financial or trading position of the Group as a whole, materially and adversely affect the Rights Issue or otherwise make it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue, concerning or relating to (whether or not foreseeable):

- (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever;
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or other nature (including but not limited to any of the foregoing or in the nature of any local, national or international outbreak or escalation of hostilities, act of terrorism, calamity, crisis, armed conflict, general moratorium on commercial banking activities, disruption in commercial banking or securities settlement or clearance services, suspension or limitation on trading);
 - (c) the occurrence of any change in market conditions or combination of circumstances in Hong Kong or the PRC (including without limitation, any change in any stock market, any change in fiscal policy or money policy, or foreign exchange or currency markets, suspension or material restrict or trading in securities);
 - (d) any material adverse change in or affecting the condition (financial, operational or legal), earnings, liquidity, business, management, properties, assets, share capital, results of operations of the Company and the other members of the Group, taken as a whole, whether or not arising in the ordinary course of business;
 - (e) any event or circumstance in the nature of force majeure (including without limitation, any act of government, economic sanctions, riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak, act of terrorism, act of God, pandemic, declaration of a state of emergency or crisis);
- (2) the Company commits any breach of any of its obligations or undertakings under the Underwriting Agreement that is material in the context of the Rights Issue;
 - (3) any statement contained in any of the Prospectus Documents was or has become untrue, inaccurate, or misleading in any material respect or any material omission in any of the Prospectus Documents;
 - (4) any suspension of dealings in the Shares for a consecutive period of five (5) trading days (other than pending publication of announcements in respect of the Rights Issue) or the listing of the Shares having been withdrawn;
 - (5) the Underwriter shall receive notification pursuant to the Underwriting Agreement or the Underwriter shall otherwise become aware of, any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue, inaccurate, incorrect or misleading in any material respect as at the date it was given, or would in any material respect be untrue, inaccurate, incorrect or misleading if repeated as provided in the Underwriting Agreement, and which, in the sole opinion of the Underwriter, has or is likely to have or will have a material and adverse change in the business, financial or trading position of the Group as a whole, or a material and adverse effect on the Rights Issue, makes or is likely to make or will make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue;
or
 - (6) the Company shall, after any matter or event referred to in (iii) above has occurred or come to the attention of the Underwriter, fail promptly to send out any announcement or circular (after the dispatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

EFFECT OF BAD WEATHER

The latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place if there is:

1. a tropical cyclone warning signal number 8 or above, or
2. a “black” rainstorm warning signal and/or extreme conditions
 - (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Final Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
 - (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Final Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on or before 4:00 p.m. on Thursday, 29 April 2021, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event.

DISTRIBUTION OF THIS EAF AND THE OTHER PROSPECTUS DOCUMENTS

This EAF shall only be sent to the Qualifying Shareholders (other than the PRC Southbound Trading Investors).

The Prospectus Documents have not been and will not be registered and/or filed under any applicable securities or equivalent legislation of any jurisdictions other than (a) Hong Kong and (b) the PRC in accordance with the notice issued by the China Securities Regulatory Commission of Filing Requirements for Hong Kong Listed Issuers Making Rights Issue to Mainland Shareholders through Mainland-Hong Kong Stock Connect (Announcement [2016] No. 21).

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong and the PRC. No person receiving the Prospectus, PAL or EAF in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before accepting any provisional allotment of Rights Shares or applying for excess Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing.

The PRC Southbound Trading Investors may participate in the Rights Issue through China Clear. China Clear will provide nominee services for the PRC Southbound Trading Investors to (a) sell their nil-paid Rights Shares on the Stock Exchange; and/or (b) subscribe for their pro-rata entitlement in respect of Shares held on the Record Date at the Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, China Clear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through Shanghai/Shenzhen-Hong Kong Stock Connect.

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants, or China Clear, who subscribe the Rights Shares on behalf of the PRC Southbound Trading Investors, is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers.

The Company reserves the right to refuse to act on any acceptance of provisional allotment of the Rights Shares and to refuse to accept any application for excess Rights Shares where it believes that doing so would or may violate the applicable securities legislations or other laws or regulations of any jurisdiction.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this EAF together with a cheque or cashier's order in payment for the excess Rights Shares will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company, any EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected.

PERSONAL DATA COLLECTION – EAF

By completing, signing and submitting this EAF, you agree to disclose to the Company and the Registrar, Computershare Hong Kong Investor Services Limited and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the application for excess Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Registrar hold your personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

For office use only

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

本額外申請表格填妥後，連同按每股供股股份2.95港元申請額外供股股份數目的付款，須不遲於二零二一年四月二十九日(星期四)下午四時正前(或下文「惡劣天氣之影響」一段所述之有關較後日期及／時間)前交回過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「Kaisa Group Holdings Ltd – EAF」，且須以「只准入抬頭人賬戶」劃線方式開出。所有有關本額外申請表格的查詢均須寄交過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)。應注意，交回本額外申請表格並不保證閣下將獲配發超出閣下暫定配額供股股份之任何份額。

包銷協議載有授予包銷商權利的條文，可終止其於包銷協議下之責任。進一步詳情請參閱下文「終止包銷協議」一段。供股須待包銷協議成為無條件且並無根據其條款終止方可作實。倘此條件並無獲達成，供股將不會進行，在此情況下本公司將於相關時間另行作出公佈。更多詳情請參閱供股章程「供股之條件」一節。

股份已自二零二一年四月一日(星期四)起按除權基準買賣。未繳股款供股權預期於二零二一年四月十九日(星期一)至二零二一年四月二十六日(星期一)(包括首尾兩日)期間進行買賣。任何擬轉讓、出售或購買股份及／或未繳股款供股權之股東或其他人士應諮詢其各自的專業顧問及務請審慎行事。任何股東或其他人士如在供股之所有條件獲達成之日前擬轉讓、出售或購買股份及／或未繳股款供股權，將承擔供股可能無法成為無條件及可能不會進行之風險。

本公司將於二零二一年五月六日(星期四)刊發公告以發佈供股股份額外申請的分配結果。過戶登記處將通知閣下獲配發之任何額外供股股份。倘閣下未獲配發任何額外供股股份，預期認購股款之全額將於二零二一年五月七日(星期五)或前後以普通郵遞方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目少於所申請者，預期認購股款之餘款將於二零二一年五月七日(星期五)或前後以普通郵遞方式全數(不計利息)退還予閣下，郵誤風險概由閣下承擔。本公司將向本表格所列人士(或如為聯名申請，則本表格名列首位之人士)發出有關支票。預期繳足股款供股股份之股票將於二零二一年五月七日(星期五)或之前以普通郵遞方式寄予有權收取股票之人士，郵誤風險概由彼等自行承擔。閣下將會就獲分配之繳足股款供股股份獲發一張股票(香港中央結算(代理人)有限公司除外)。

本額外申請表格及據此提出的所有申請應根據香港法律監管及詮釋。

終止包銷協議

倘出現下列情況，則包銷商將有權於最後終止時限前任何時間向本公司發出書面通知終止包銷協議所載的安排：

- (1) 有關或關於下列任何事件或情況(不論可否預見)發生、存在或生效或為公眾所知，而包銷商全權認為將對本集團整體法律、業務、財務或貿易狀況構成重大不利影響，對供股構成重大不利影響或使本公司或包銷商進行供股變為不當或不智：

- (a) 頒佈任何新法律或規例或更改現有法律或規例(或其司法詮釋)或發生其他任何性質的事件；
 - (b) 發生任何政治、軍事、金融、經濟或其他性質(包括但不限於上列任何一項或性質屬任何地方、全國或國際爆發敵對狀態、恐怖活動、災害、危機、武裝衝突、商業銀行活動全面中止、商業銀行或證券交收或結算服務出現中斷、交易暫停或受限或該等情況升級)之地方、國家或國際事件或變動(不論是否屬於包銷協議日期前及／或其後發生或持續之一連串事件或變動之一部分)；
 - (c) 香港或中國發生任何市況變動或同時發生任何情況(包括但不限於任何股票市場變動、任何財政或貨幣政策或外匯或貨幣市場變動或者證券買賣暫停或受嚴重限制)；
 - (d) 出現任何與本公司或本集團其他成員公司之整體狀況(財務、經營或法律)、盈利、流動資金、業務、管理、物業、資產、股本、經營業績有關或有影響之重大不利變動(不論是否於日常業務過程中產生)；
 - (e) 屬於不可抗力事件性質之任何事件或情況(包括但不限於任何政府行動、經濟制裁、暴亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、爆發、恐怖活動、天災、疫症、宣佈進入緊急或危機狀態)；
- (2) 本公司違反包銷協議項下對於供股而言屬重大之任何義務或承諾；
 - (3) 任何章程文件所載任何聲明於任何重大方面屬或已屬失實、不準確或存有誤導成分，或任何章程文件出現任何重大遺漏；
 - (4) 股份暫停買賣為期超過連續五(5)個交易日(以待刊發有關供股之公告者除外)或股份上市已遭撤回；
 - (5) 包銷商接獲通知或從其他途徑得悉包銷協議所載本公司作出的任何聲明或保證於作出時在任何重大方面為失實或不準確，或於按照包銷協議規定覆述時將在任何重大方面為失實或不準確，而各包銷商合理認為該等失實陳述或保證構成或可能構成本集團整體業務、財務或貿易狀況或前景的重大不利變動，或可能對供股構成重大不利影響；或
 - (6) 於上文(iii)所述事宜或事件發生或獲包銷商知悉後，本公司未能按包銷商可能合理要求之方式(及(如適用)內容)及時發表公布或通函(於寄發章程文件後)，以防止本公司之證券出現虛假市場。

倘包銷商終止包銷協議，則將不會進行供股。倘包銷商終止包銷協議，本公司將另行刊發公告。

惡劣天氣之影響

倘出現以下情況，接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效：

1. 8號或以上熱帶氣旋警告信號，或
2. 「黑色」暴雨警告或極端情況
 - (i) 於最後接納日期香港當地時間中午十二時正前生效而於中午十二時正後除下，屆時接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將延至同一營業日下午五時正；或
 - (ii) 於最後接納日期香港當地時間中午十二時正至下午四時正期間生效，屆時接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將重訂為於香港時間上午九時正至下午四時正期間上述警告並無生效之下一個營業日下午四時正。

倘並無於二零二一年四月二十九日(星期四)下午四時正的最後時限或之前接納供股股份及繳付股款，本節所述的日期可能會受到影響。在該情況下，本公司將作出公告。

派發本額外申請表格及其他章程文件

本額外申請表格僅向合資格股東(中國港股通投資者除外)寄發。

除(a)香港；及(b)中國(根據中國證監會發出的《關於港股通下香港上市公司向境內原股東配售股份的備案規定》(公告[2016]21號)通知)以外，章程文件並無亦將不會根據任何司法權區之任何適用證券法或等同法例登記及／或備案。

本公司並無採取任何行動，以批准在香港及中國以外任何地區提呈發售供股股份或派發章程文件或任何與供股有關而發行的其他文件。任何人士如在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律監管規定，否則不可視作提呈申請額外供股股份之要約或邀請。任何身處香港以外地區之人士如有意承購或申請供股股份，於接受任何暫定配額供股股份或申請額外供股股份前，必須確保遵守有關地區之法律及規例，包括(在不影響前述者下)獲得任何政府或其他許可，及就此繳付該地區規定須繳付之任何稅項及徵費。

中國港股通投資者可透過中國結算參與供股。中國結算將為中國港股通投資者提供代名人服務，以(a)於聯交所出售彼等之未繳股款供股股份；及／或(b)根據相關法律及法規按認購價認購彼等於記錄日期所持股份之比例之供股配額。然而，中國結算將不會支持有關中國港股通投資者透過滬／深港通申請認購供股之額外供股股份。

為免生疑，代表中央結算系統參與者認購供股股份之香港結算及香港中央結算(代理人)有限公司或代表中國港股通投資者認購供股股份之中國結算概毋須遵守任何該等聲明及保證。閣下如對本身之情況有任何疑問，應諮詢閣下本身的專業顧問。

倘本公司相信接納任何暫定配發供股股份或接納任何額外供股股份之申請會或可能會觸犯任何司法權區之適用證券法或其他法例或法規，則保留拒絕作出行動或拒絕接納有關申請之權利。

支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而有關款項之所有利息(如有)將撥歸本公司所有。填妥及交回本額外申請表格連同額外供股股份之付款支票或銀行本票，將表示申請人保證該支票或銀行本票將於首次過戶時兌現。在不影響本公司其他權利之情況下，隨附支票或銀行本票在首次過戶時如未能兌現，則有關額外申請表格將拒絕受理。

收集個人資料－額外申請表格

填妥、簽署及交回本額外申請表格，即表示閣下同意向本公司及過戶登記處、香港中央證券登記有限公司及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而申請額外供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可向本公司或過戶登記處確定是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之註冊辦事處(地址為Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)的私隱合規主任為收件人。

每份申請必須隨附一張獨立開出之支票或銀行本票
所有繳款將不獲發收據

公司專用欄

申請編號	申請之額外供股股份數目	申請時繳交之股款	退還餘額
		港元	港元