

IMPORTANT
重要提示

Reference is made to the prospectus issued by China HKBridge Holdings Limited (“Company”) dated 3 November 2017 in relation to the Rights Issue (“Prospectus”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述中國港橋控股有限公司(「本公司」)日期為二零一七年十一月三日就供股刊發之章程(「章程」)。除文義另有所指外，章程所界定之詞彙與本文件所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON MONDAY, 20 NOVEMBER 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” OVERLEAF).

此乃有價值及可轉讓的暫定配額通知書(「暫定配額通知書」)，並須閣下即時處理。本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載的要約將於二零一七年十一月二十日(星期一)下午四時正(或於惡劣天氣情況下，則於背頁「惡劣天氣的影響」一段所述之有關較後時間或日期)屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或閣下如已出售或轉讓閣下全部或部分股份，應諮詢閣下的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。

A copy of the Prospectus, together with a copy of this PAL, the EAF and the documents specified in the paragraph headed “14. Documents delivered to the Registrar of Companies in Hong Kong” 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 Registrar of Companies in Hong Kong, the Stock Exchange and the Securities and Futures Commission take no responsibility for the contents of any of these documents.

章程連同本暫定配額通知書及額外申請表格以及章程附錄三內「14. 送呈香港公司註冊處處長之文件」一段所述之文件，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證券及期貨事務監察委員會對任何該等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, 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 PAL.

香港交易及結算有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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 requirements 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 may be 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 trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

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後，並符合香港結算之證券收納規定，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於香港結算可能釐定之有關其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有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。



中國港橋控股有限公司

China HKBridge Holdings Limited

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 2323)

(股份代號：2323)

**RIGHTS ISSUE OF 732,000,000 RIGHTS SHARES AT HK\$2.2 PER RIGHTS SHARE
ON THE BASIS OF ONE (1) RIGHTS SHARE FOR
EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 20 NOVEMBER 2017**

按於記錄日期每持有兩(2)股現有股份獲發一(1)股供股股份之
基準以每股供股股份2.2港元進行732,000,000股供股股份之供股
股款最遲須於二零一七年十一月二十日(星期一)下午四時正接納時全數繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

*Branch share registrar and
transfer office in Hong Kong:*

Tricor Tengis Limited
Level 22, Hopewell Centre
183 Queen's Road East
Hong Kong

香港股份過戶登記分處：

卓佳登捷時有限公司
香港
皇后大道東183號
合和中心22樓

Registered office:

註冊辦事處：
Canon's Count
22 Victoria Street
Hamilton HM12
Bermuda

Principal place of business in

Hong Kong:
Room 3601-02
Bank of America Tower
12 Harcourt Road
Central
Hong Kong

香港主要營業地點：

香港
中環
夏慤道12號
美國銀行中心
3601-02室

3 November 2017

二零一七年十一月三日

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Name(s) and address of Qualifying Shareholder(s)
合資格股東的姓名及地址

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Total Number of Shares registered
in your name(s) on Thursday, 2
November 2017

於二零一七年十一月二日(星期四)登
記於閣下名下之股份總數

Box A
甲欄

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Total Number of Rights Shares
provisionally allotted to you subject
to payment in full on acceptance
by not later than 4:00 p.m. on
Monday, 20 November 2017
暫定配發予閣下之供股股份總數，
股款須不遲於二零一七年十一月二十
日(星期一)下午四時正前接納時繳足

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Box B
乙欄

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Total subscription monies payable
on acceptance in full*
於接納時應全數繳足之認購股款總額*

Box C
丙欄

HK\$
港元

Contact telephone no:

聯絡電話號碼： _____

- * Subscription monies should be rounded
DOWN to 2 decimal points
- * 認購股款應向下調整至兩個小數點

Provisional Allotment
Letter No.
暫定配額通知書編號

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TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON MONDAY, 20 NOVEMBER 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "CHINA HKBRIDGE HOLDINGS LIMITED – PAL ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

The Rights Issue is conditional upon the fulfilment of the conditions set out under the paragraphs headed "Conditions of the Rights Issue" and "Conditions" in the letter from the Board in the Prospectus.

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Tuesday, 21 November 2017 (i.e. the Latest Termination Time) if one or more of the following event(s) or matter(s) shall occur, arise, exist or come in effect:

- (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) after the signing of the Underwriting Agreement;
- (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 after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business, the financial or trading position or prospects of the Group as a whole;

- (c) any material adverse change after the signing of the Underwriting Agreement in the business, the financial or trading position or prospects of the Group as a whole;
- (d) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurring after the signing of the Underwriting Agreement which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business, the financial or trading position or prospects of the Group as a whole;
- (e) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (f) after signing of the Underwriting Agreement, any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, in/on Hong Kong, the PRC or other jurisdiction relevant to any member of the Group and a change in currency conditions for this purpose which includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (g) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company, which event or events is or are in the reasonable opinion of the Underwriter material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time For Termination, to terminate the Underwriting Agreement.

In the event that the Underwriter exercises its rights to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

The Shares have been dealt with on an ex-rights basis from Wednesday, 25 October 2017. Dealings in the Rights Shares in their nil-paid form will take place from 9:00 a.m. on Tuesday, 7 November 2017 to 4:00 p.m. on Wednesday, 15 November 2017 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled (or, in respect of certain conditions, waived) or the Underwriting Agreement is terminated by the Underwriter at or before 4:00 p.m. on Tuesday, 21 November 2017 (or such later time as the Underwriter may agree with the Company), the Rights Issue will not proceed.

Accordingly, any persons contemplating dealings in the the Shares up to the date when the conditions of the Rights Issue are fulfilled (or, in respect of certain conditions, waived) and the Underwriter's right of termination under the Underwriting Agreement ceases, and any dealings in the nil-paid Rights Shares from 9:00 a.m. on Tuesday, 7 November 2017 to 4:00 p.m. on Wednesday, 15 November 2017 (both dates inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

閣下如欲接納全部供股股份的暫定配額，必須將本暫定配額通知書整份連同以港元繳付之上文丙欄所示之全數股款，於二零一七年十一月二十日(星期一)下午四時正前(或於惡劣天氣情況下，則於背頁「**惡劣天氣的影響**」一段所述之有關較後時間或日期)交回股份過戶登記處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)並獲股份過戶登記處收訖。所有股款須以港元繳付，並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**CHINA HKBRIDGE HOLDINGS LIMITED – PAL ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆配額的指示載於背頁。本公司將不就有關股款另發收據。

供股須待章程董事會函件一節「供股之條件」及「條件」段落所載條件達成後，方可作實。

倘一項或多項下列事件或事宜發生、出現、存在或生效，包銷商可於二零一七年十一月二十一日(星期二)下午四時正(即最後終止時間)前隨時向本公司發出書面通知以終止包銷協議：

- (a) 於包銷協議簽訂後，推行任何新法規或現有法例或法規(或其司法詮釋)出現任何變動；
- (b) 發生屬政治、軍事、金融、經濟或其他性質，或屬任何本地、國家或國際敵對行動或武裝衝突爆發或升級的性質，或影響本地證券市場之任何本地、國家或國際事件或變動(不論是否構成於簽訂包銷協議後發生或持續發生之一連串事件或變動之一部分)，而包銷商合理認為將對本集團之整體業務、財務或經營狀況或前景造成重大不利影響；
- (c) 於包銷協議簽訂後本集團之整體業務、財務或經營狀況或前景出現任何重大不利變動；
- (d) 於包銷協議簽訂後發生任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商合理認為將對本集團之整體業務、財務或經營狀況或前景造成重大不利影響；
- (e) 於包銷協議簽訂後，由於出現特殊之金融情況或其他原因而禁止、暫停或嚴格限制股份於聯交所之一般買賣；
- (f) 於包銷協議簽訂後，市況出現任何重大不利變動(包括但不限於香港、中國或與本集團任何成員公司有相關之其他司法權區之財政或貨幣政策或外匯或貨幣市場變動、暫停或限制證券買賣、實施經濟制裁，以及貨幣狀況，就本條款而言，包括香港貨幣價值與美利堅合眾國之貨幣價值掛鈎之體系變動)，而包銷商合理認為進行供股將為不宜或不智；或
- (g) 章程在刊發時載有於包銷協議日期前本公司未有公佈或刊發之資料(不論有關本集團之業務前景或狀況，或其遵守任何法例或上市規則或收購守則或任何適用規例之情況)，而包銷商合理認為該項或該等事件對本集團整體屬重大及可能對成功進行供股造成重大不利影響，

則包銷商有權於最後終止時限前書面通知本公司終止包銷協議。

倘包銷商行使其上述權利終止或撤回包銷協議，則供股將不會進行。

股份已於二零一七年十月二十五日(星期三)起按除權基準買賣。未繳股款供股股份將於二零一七年十一月七日(星期二)上午九時正起至二零一七年十一月十五日(星期三)下午四時正(包括首尾兩日)買賣。倘於二零一七年十一月二十一日(星期二)下午四時正(或包銷商與本公司可能協定之有關較後時間)或之前，供股條件並未達成(或於若干情況下獲豁免)或包銷協議被包銷商終止，則供股將不會進行。

因此，有意於供股條件達成(或於若干情況下獲豁免)當日及包銷商終止包銷協議之權利停止當日前買賣股份及由二零一七年十一月七日(星期二)上午九時正起至二零一七年十一月十五日(星期三)下午四時正(包括首尾兩日)買賣任何未繳股款供股股份之任何人士，均須承擔供股可能不會成為無條件或可能不會進行之風險。有意買賣任何股份及/或未繳股款供股股份之任何股東或其他人士，建議諮詢彼等本身之專業顧問及審慎行事。

接納本暫定配額通知書所訂明之暫定配額的每位人士均確認其已閱讀所附文件及章程所載之條款及條件以及接納手續，並同意受其約束。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

每份申請須隨附一張獨立開出的支票或銀行本票

本公司將不就股款另發收據

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY.

EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓供股股份的認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付從價印花稅。

在登記轉讓本文件所代表之認購供股股份之權利前，須出示已繳付從價印花稅的證明。

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

Form B (To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer
表格乙 **all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)**
(只供擬轉讓其／彼等於本表格所列全部供股股份認購權的合資格股東填寫及簽署)

To: The Directors
China HKBridge Holdings Limited
致：中國港橋控股有限公司
列位董事 台照

Dear Sir/Madam,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人／吾等謹將本暫定配額通知書所列本人／吾等的供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士。

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date: _____ 2017
日期：二零一七年 _____ 月 _____ 日

Hong Kong Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

閣下轉讓供股股份之認購權須繳付香港從價印花稅。

REGISTRATION APPLICATION FORM
登記申請表格

Form C (To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)
表格丙 (僅供已獲轉讓供股股份認購權利之人士填寫及簽署)

To: The Directors
China HKBridge Holdings Limited
致：中國港橋控股有限公司
列位董事 台照

Dear Sir/Madam,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：
本人／吾等謹請閣下將表格甲內乙欄所列之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及章程所載條款，以及在貴公司之組織章程大綱及公司細則規限下，接納此等供股股份。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	<input type="checkbox"/>
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To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.

請用英文大楷填寫。聯名申請人只須填報排名首位的申請人的地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.

中國籍申請人請同時填寫中英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Name in Chinese 中文姓名	
	Other names 名字		
Name(s) of joint applicant(s) (if any) 聯名申請人姓名 (如有)			
Address in English 英文地址 (Joint applicants should give the address of the first-named applicant only) (聯名申請人只須填報排名首位的申請人的地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend Instructions 股息指示			
Name and address of bank 銀行名稱及地址		Bank account number 銀行賬戶號碼	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署 (所有聯名申請人均須簽署)

Date: _____ 2017

日期：二零一七年 _____ 月 _____ 日

Hong Kong Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

閣下轉讓供股股份之認購權須繳付香港從價印花稅。



中國港橋控股有限公司

China HKBridge Holdings Limited

(Incorporated in Bermuda with limited liability)

(Stock Code: 2323)

3 November 2017

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of China HKBridge Holdings Limited ("Company") dated 3 November 2017 in relation to the Rights Issue ("Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless context otherwise requires. In accordance with the terms and conditions as set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares in issue registered in your name(s) in the register of members of the Company on the Record Date (that is, Thursday, 2 November 2017) at the Subscription Price of HK\$2.2 per Rights Share. Your holding of the Shares on the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

Any Rights Shares provisionally allotted, but not accepted by the Qualifying Shareholders or the transferees of nil-paid Rights Shares, will be available for excess applications by the Qualifying Shareholders using the Excess Application Form ("EAF").

The Prospectus Documents have not been and will not be registered under the applicable securities legislation of any jurisdictions other than Hong Kong. Save as described under the paragraph headed "Rights of the Overseas Shareholders" in the letter from the Board in the Prospectus, no action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares under the Rights Issue to satisfy himself/herself/itself/themselves as to the observance of the laws and regulations of all relevant jurisdiction including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from the Excluded Shareholders (if any). The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

RIGHTS SHARES

The Rights Shares, when allotted and fully paid, will rank *pari passu* in all respects with the Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of issue and allotment of the Rights Shares in their fully-paid form.

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 requirements 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 may be 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 trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C in Form A, so as to be received by not later than 4:00 p.m. on Monday, 20 November 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**CHINA HKBRIDGE HOLDINGS LIMITED – PAL ACCOUNT**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and the by-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Monday, 20 November 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below), whether by the original allottee or any person to whom the rights have been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by other Qualifying Shareholders. The Company may (at its sole and absolute discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions.

Completion and return of this PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representation or warranty.

TRANSFER AND SPLITTING

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the "Form of transfer and nomination" (Form B) and hand this PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the "Registration application form" (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Monday, 20 November 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**CHINA HKBRIDGE HOLDINGS LIMITED – PAL ACCOUNT**" and crossed "**Account Payee Only**". It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Friday, 10 November 2017 with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong after 9:00 a.m. on the second business day after the surrender of this original PAL(s). It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company may (at its sole and absolute discretion) treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on Tuesday, 21 November 2017 if one or more of the following event(s) or matter(s) shall occur, arise, exist or come in effect:

- (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) after the signing of the Underwriting Agreement;
- (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 after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business, the financial or trading position or prospects of the Group as a whole;
- (c) any material adverse change after the signing of the Underwriting Agreement in the business, the financial or trading position or prospects of the Group as a whole;
- (d) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurring after the signing of the Underwriting Agreement which may, in the reasonable opinion of the Underwriter, materially and adversely affect the business, the financial or trading position or prospects of the Group as a whole;
- (e) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (f) after signing of the Underwriting Agreement, any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, in/on Hong Kong, the PRC or other jurisdiction relevant to any member of the Group and a change in currency conditions for this purpose which includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (g) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or the Takeovers Code or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company, which event or events is or are in the reasonable opinion of the Underwriter material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time For Termination, to terminate the Underwriting Agreement.

In the event that the Underwriter exercises its rights to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the following conditions being fulfilled:

The obligations of the Underwriter are conditional upon:

- (a) the Independent Shareholders passing the ordinary resolutions at the SGM to approve, among others, (i) the Increase in Authorised Share Capital; (ii) the Rights Issue; (iii) the Underwriting Agreement and the transactions contemplated thereunder; and (iv) the Whitewash Waiver;
- (b) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the listing of and permission to deal in the Rights Shares (in their nil-aid and fully-paid forms) prior to the Latest Termination Time;
- (c) the Executive granting the Whitewash Waiver to the Underwriter, and such waiver not having been revoked or withdrawn and the satisfaction of all conditions (if any) attached to the Whitewash Waiver granted;
- (d) the filing and registration of all the Prospectus Documents (together with any other documents required by applicable law or regulation to be annexed thereto) with the Registrar of Companies in Hong Kong by no later than the Prospectus Posting Date;
- (e) the posting of the Prospectus Documents to the Qualifying Shareholders by no later than the Prospectus Posting Date;
- (f) the Underwriter and China Tian Yuan providing their respective Irrevocable Undertakings and complying with their respective obligations and undertakings thereunder;
- (g) the Underwriting Agreement not having been terminated by the Underwriter pursuant to the terms thereof on or before the Latest Termination Time; and
- (h) there being no breach of the undertakings and obligations of the Company under the terms of the Underwriting Agreement at the Latest Termination Time.

The Company shall use all reasonable endeavours to procure the fulfillment of the conditions set out in (a) to (h) above by the Latest Acceptance Time. The conditions set out in (a) to (e) above are incapable of being waived by the Underwriter or the Company. The Underwriter may waive the condition set out in (f) in whole or in part by written notice to the Company. As at the Latest Practicable Date, conditions set out in (a), (c) and (f) as mentioned above have been fulfilled other conditions are expected to be fulfilled on or before the Prospectus Posting Date.

If the above conditions are not satisfied (or, if applicable, waived in whole or in part by the Underwriter) by the Latest Acceptance Time or such later date or dates as the Underwriter may agree with the Company in writing, the Underwriting Agreement shall terminate and no party will have any claim against the other party for cost, damages, compensation or otherwise (save in respect of any rights or obligations which may have accrued under the Underwriting Agreement prior to such termination).

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or any nominated transferee, will constitute a warranty by the applicant(s) that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to its other rights of the Company in respect thereof, the Company reserves the right to reject any PAL and/or EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for Rights Shares, and any underpaid application will be rejected. In the event of an overpaid application, a refund cheque, without interest, will be made out to you only if the overpaid amount is HK\$100 or above. No receipt will be issued in respect of any PAL and/or relevant remittance received.

SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted by Tuesday, 28 November 2017 to those Qualifying Shareholders who have accepted and paid for the Rights Shares by ordinary post at their own risk. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and issued to you.

If the Rights Issue is terminated or if your application for excess Rights Shares is not successful or is only partially successful, refund cheques, without interest, in respect of the relevant portion of application monies received are expected to be posted by ordinary post at your own risk to your registered addresses on or before Tuesday, 28 November 2017. Refund cheques (crossed "Account Payee Only") will be despatched by ordinary post to the registered addresses of the relevant applicants of the Rights Shares at the risk of such applicants.

EXCESS RIGHTS SHARES

Qualifying shareholders may, by way of excess application, apply for any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or the transferees of nil-paid Rights Shares. Application for excess Rights Shares can be made by completing the EAF and lodging it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Monday, 20 November 2017 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed "Effect of Bad Weather" below). All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**CHINA HKBRIDGE HOLDINGS LIMITED – EAF ACCOUNT**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

The Board will allocate the excess Rights Shares to the Qualifying Shareholders who have applied for excess application at its discretion on a *pro rata* basis in proportion to the number of excess Rights Shares applied by them, without involving allocation of any fractional Rights Share. No preference will be given to applications made for topping odd lot holdings to whole board lot holdings. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market if a premium (net of expenses) can be achieved, and the Company will retain the proceeds from such sales for its own benefit.

EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong on such day (i) at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Acceptance Time will be extended to 5:00 p.m. on the same Business Day; or (ii) at any time between 12:00 noon and 4:00 p.m., the Latest Acceptance Time will be rescheduled to 4:00 p.m. on the next 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.. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

GENERAL

Lodgment of this PAL with, where relevant, the "Form of transfer and nomination" (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the certificates for Rights Shares.

Further copies of the Prospectus are available at the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including refund cheques, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar on or before Tuesday, 28 November 2017. Any refund cheques will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant).

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their 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 (Chapter 486 of the Laws of Hong Kong), 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 principal place of business in Hong Kong at Room 3601-02, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong 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 its address set out above for the attention of Privacy Compliance Officer.

By the order of the Board
China HKBridge Holdings Limited
Liu Tingan
Chairman

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