

Form A
表格甲

To be valid, the whole of this document must be returned.

本文件必須整份交還，方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus issued by Golden Power Group Holdings Limited (the “**Company**”) dated Monday, 27 March 2017 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述金力集團控股有限公司(「**本公司**」)於二零一七年三月二十七日(星期一)就供股刊發之發售章程(「**發售章程**」)。除非文義另有所指，否則發售章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL EXPIRES AT 4:00 P.M. ON TUESDAY, 11 APRIL 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather on the Latest Time for Acceptance**” in the enclosed sheet).

本暫定配額通知書具有價值及可轉讓，並應即時處理。本暫定配額通知書所載之要約將於二零一七年四月十一日(星期二)下午四時正截止(或於惡劣天氣情況下，附頁「**於最後接納時限惡劣天氣之影響**」一段所述之較後日期)。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, OTHER LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下如對本暫定配額通知書或應採取之行動有任何疑問，應諮詢閣下之股票經紀、其他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 this PAL, together with a copy of 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 of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書副本連同發售章程副本，已遵照香港法例第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、聯交所及香港證券及期貨事務監察委員會對任何此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.

香港交易及結算所有限公司、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。

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

本暫定配額通知書及據此提出之所有申請均須受香港法例監管並按其詮釋。

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement including force majeure. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the section headed “**Termination of the Underwriting Agreement**” in the Prospectus.

包銷商有權在包銷協議所載之若干情況(包括不可抗力事件)下，於最後終止時限前任何時間，向本公司發出通知終止包銷協議。包銷商有權終止包銷協議之情況之詳情，載於發售章程「**終止包銷協議**」一節。

GoldenPower[®]
GOLDEN POWER GROUP HOLDINGS LIMITED
金力集團控股有限公司
(incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)
(Stock Code: 8038)
(股份代號: 8038)

**RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE
FOR EVERY TWO EXISTING SHARES HELD ON THE RECORD DATE**

按於記錄日期每持有兩股現有股份
獲發一股供股股份之基準進行供股

**PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON TUESDAY, 11TH APRIL 2017**

股款須不遲於二零一七年四月十一日(星期二)下午四時正於接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

*Hong Kong Branch share registrar and
transfer office:*

Tricor Investor Services Limited
Level 22
Hopewell Centre
183 Queen's Road East
Hong Kong

香港股份過戶登記分處:

卓佳證券登記有限公司
香港
皇后大道東183號
合和中心
22樓

Registered office:

註冊辦事處:
Clifton House, 75 Fort Street
P.O. Box 1350
Grand Cayman KY1-1108
Cayman Islands

*Head office and principal place
of business in Hong Kong:*

Flat C, 20/F, Block 1
Tai Ping Industrial Centre
57 Ting Kok Road
Tai Po, New Territories
Hong Kong

香港總部及主要營業地點:

香港
新界大埔
汀角路57號
太平工業中心
1座20樓C室

Name(s) and address of Qualifying Shareholder(s)

合資格股東之姓名及地址

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Total number of existing Shares registered in your name(s) on Friday, 24 March 2017 於二零一七年三月二十四日(星期五)登記於閣下名下之現有股份總數

BOX A
甲欄

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Number of Rights Shares allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 11 April 2017 閣下獲配發之供股股份數目，股款須不遲於二零一七年四月十一日(星期二)下午四時正於接納時繳足

BOX B
乙欄

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Total subscription monies payable on acceptance in full 應繳認購股款總額，股款須於接納時繳足

BOX C
丙欄
HK\$
港元

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Provisional Allotment

Letter No.

暫定配額通知書編號

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

支票／銀行本票的付款銀行名稱： _____

Cheque/cashier's order number:

支票／銀行本票號碼： _____

Please insert your contact telephone number here:

請在此填上 閣下之聯絡電話號碼： _____

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement including force majeure. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the section headed “**Termination of the Underwriting Agreement**” in the Prospectus.

包銷商有權在包銷協議所載之若干情況(包括不可抗力事件)下，於最後終止時限前任何時間，向本公司發出通知終止包銷協議。包銷商有權終止包銷協議之情況之詳情，載於發售章程「**終止包銷協議**」一節。

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof. Accordingly, the Rights Issue may or may not proceed. Any Shareholder or other person contemplating selling or purchasing the Shares and/or nil-paid Rights Shares up to the date when the conditions of the Rights Issue are fulfilled (which is currently expected to be 4:00 p.m. on Thursday, 13 April 2017) will bear the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and the public are reminded to exercise caution when dealing in the securities of the Company. Any Shareholders or other persons contemplating any dealings in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

供股須待包銷協議成為無條件，以及包銷商並無根據包銷協議之條款終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。擬於供股之條件達成之日期(目前預期將為二零一七年四月十三日(星期四)下午四時正)前出售或購入股份及／或未繳股款供股股份之任何股東或其他人士將承擔供股可能無法成為無條件及未必進行之風險。股東及公眾人士於買賣本公司證券時務請謹慎行事。建議擬買賣股份或未繳股款供股股份之任何股東或其他人士諮詢彼等本身之專業顧問。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 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 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.

待未繳股款及繳足股款之供股股份獲批准於聯交所上市及買賣並符合香港結算之股份收納規定後，未繳股款及繳足股款之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之供股股份各自於聯交所開始買賣之日期或香港結算釐定之其他日期起，可在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進行之交易，須於其後第二個結算日在中央結算系統內交收。中央結算系統內之一切活動均須根據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。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker, other licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之股票經紀、其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以瞭解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR INVESTOR SERVICES LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON TUESDAY, 11 APRIL 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "**EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE**" IN THE ENCLOSED SHEET). 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 "**Golden Power Group Holdings Limited – Rights Issue Account**" AND CROSSED "**Account Payee Only**". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連同表格甲內丙欄所示將由過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)收取之港元全數股款(以支票或銀行本票方式)，最遲於二零一七年四月十一日(星期二)下午四時正前(或於惡劣天氣情況下，附頁「於最後接納時限惡劣天氣之影響」一段所述之較後日期)交回過戶登記處。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，且須註明抬頭人為「**Golden Power Group Holdings Limited – Rights Issue Account**」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於附頁。本公司將不另發股款收據。

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; and agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本暫定配額通知書所指明之暫定配額的每位人士均確認其已閱讀附頁及發售章程所載之條款及條件以及接納手續，並同意受其約束；且同意本暫定配額通知書及所促成之合約將受香港法例監管並按其詮釋。

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

每份申請須隨附一張獨立支票或銀行本票

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

本公司將不另發股款收據

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IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), 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 RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之權利，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何認購供股股份權利之前，須出示已繳付從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)

(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東填寫及簽署)

To: The Directors

Golden Power Group Holdings Limited

致：金力集團控股有限公司

列位董事 台照

Dear Sirs,

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／吾等茲將本暫定配額通知書所列本人／吾等之全部供股股份之認購權轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

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

Signature(s) (all joint Shareholders must sign)

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 stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

如填寫本表格，轉讓人及承讓人均須就轉讓認購供股股份的權利繳付香港印花稅。

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
Golden Power Group Holdings Limited

致：金力集團控股有限公司
列位董事 台照

Dear Sirs,

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 and articles of association 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發售章程所載條款，以及在貴公司之組織章程大綱及細則規限下，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		
To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人只須填報排名首位之申請人之地址。				
Name in English 英文姓名	Family name or Company Name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名	
Names of joint applicant(s) in English (if applicable) 聯名申請人英文姓名 (如適用)				
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只 須填報排名首位之申請人 之地址)				
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 no. 銀行賬戶號碼			
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶	
	Bank account type 銀行賬戶類型			

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

Signature(s) (all joint applicants must sign)

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 stamp duty is payable by the transferor(s) and transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

如填寫本表格，轉讓人及承讓人均須就轉讓認購供股股份的權利繳付香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。

GoldenPower®

GOLDEN POWER GROUP HOLDINGS LIMITED

金力集團控股有限公司

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8038)

27 March 2017

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of Golden Power Group Holdings Limited dated 27 March 2017 (the “**Prospectus**”) in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms 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 held and registered in your name(s) as at the Record Date (i.e. Friday, 24 March 2017) at a subscription price of HK\$0.4 per Rights Share. Your holding of Shares as at 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.

RIGHTS SHARES

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

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar, Tricor Investor Services 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 payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. (Hong Kong time) on Tuesday, 11 April 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather on the Latest Time for Acceptance**” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier’s orders which must be issued by, a licensed bank in Hong Kong and made payable to “**Golden Power Group Holdings Limited – Rights Issue Account**” and crossed “**Account Payee Only**”. Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL (duly completed), together with the appropriate remittance for the amount shown in Box C in Form A, has been received as described above by no later than 4:00 p.m. (Hong Kong time) on Tuesday, 11 April 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather on the Latest Time for Acceptance**” below), whether by the original allottee or any person in whose favour the rights have been validly transferred, that provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. 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. The Company may require such incomplete PAL to be completed by the relevant applicant at a later stage.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Share provisionally allotted to you hereunder or to transfer part of your rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 31 March 2017 to the Registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection from the Registrar after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you should complete and sign the “Form of Transfer and Nomination” (Form B) and hand this PAL to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the “Registration Application Form” (Form C) in the PAL and lodge the 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 Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Tuesday, 11 April 2017 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather on the Latest Time for Acceptance**” below).

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 reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

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 if:

- (a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (i) the introduction of any law or regulation or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Underwriter, would materially and adversely affect the business or the financial or trading position of the Group as a whole or would be materially adverse in the context of the Rights Issue; or
 - (ii) 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 hereof), of a political, military, financial, economic or other nature (whether or not ejusdem generic with any of the foregoing), 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, would materially and adversely affect the business or the financial or trading position or prospect of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) any adverse change in market conditions (including, without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction of trading in securities) occurs which in the reasonable opinion of the Underwriter are likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) there is any change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will materially and adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of any of the Underwriter, a material omission in the context of the Rights Issue; or
- (g) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement, the Prospectus Documents or other announcements or circulars in connection with the Rights Issue.

The Underwriter shall be entitled by notice in writing, served prior to the Latest Time for Termination, to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any event occurring or matter arising on or after the date the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered the warranties contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If prior to the Latest Time for Termination, any such notice referred to above is given by the Underwriter, all obligations of each of the parties to the Underwriting Agreement shall cease and no party shall have any claim against any other party for costs, damages, compensation or otherwise in respect of any matter arising out of or in connection with the Underwriting Agreement save for any antecedent breaches.

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement prior to the Latest Time for Termination and/or if any of the conditions of the Rights Issue as set out in the paragraph headed "Rights Issue – Conditions of the Rights Issue" in the section headed "Letter from The Board" in the Prospectus is not fulfilled or waived by the Underwriter by the Latest Time for Termination or such other date as the Company and the Underwriter may agree, the monies received in respect of the relevant provisional allotment, without interest, will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in the nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses by the Registrar on or before Friday, 21 April 2017.

CHEQUES AND CASHIER'S ORDERS

All cheques or cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Any PAL in respect of which the cheque or banker's cashier order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, underpaid application will be rejected. In the event of overpaid application, a refund cheque, without interest, will be made out to you if the overpaid amount is HK\$100 or above.

Completion and return of the PAL with a cheque or a cashier's order, whether by a Qualifying Shareholder or by any nominated transferee(s), will constitute a warranty by the applicant that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any PAL in respect of which the cheque or cashier's order is dishonoured on first presentation, and in that event, the provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

Subject to the Rights Issue becoming unconditional, share certificates for all fully-paid Rights Shares are expected to be posted to those who have accepted and applied for and paid for the Rights Shares on or before Friday, 21 April 2017 by ordinary post at their own risk. You, except HKSCC Nominees Limited, will receive one share certificate for all the fully-paid Rights Shares issued to you.

NO APPLICATION FOR EXCESS RIGHTS SHARES

Considering that the Rights Issue will give the Qualifying Shareholders an equal and fair opportunity to maintain their respective pro rata shareholding interests in the Company and is negotiated on an arm's length basis with the Underwriter, if application for excess Rights Shares is arranged, the Company will be required to put in additional efforts and costs (estimated to be HK\$270,000) to administer the excess application procedures. The Board considers that it is important for the Group to minimise all costs which may be incurred during the fund raising. Notwithstanding excess application arrangement will not be made available to the Qualifying Shareholders, the Board considers that a discount to the Subscription Price offered to the Qualifying Shareholders would encourage them to participate in the Rights Issue and share the potential growth of the Company. In light of the above, the Board considers that the Rights Issue in the absence of excess application arrangement is in the interests of the Shareholders. Accordingly, no excess Rights Shares will be offered to the Qualifying Shareholders and any Rights Shares not taken up by the Qualifying Shareholders will be underwritten by the Underwriter pursuant to the terms of the Underwriting Agreement.

FRACTIONAL ENTITLEMENTS

Entitlement to the Rights Shares will be rounded down to the nearest whole number. No fractional entitlements to the Rights Shares will be provisionally allotted or issued to the Qualifying Shareholders. All such fractional entitlements will be aggregated (rounded down to the nearest whole number) and taken up by the Underwriter in accordance with the terms and conditions of the Underwriting Agreement.

DISTRIBUTION OF THE PAL AND THE PROSPECTUS

The PAL shall only be sent to Qualifying Shareholders.

The PAL and the Prospectus have not been and will not be registered or filed under any applicable securities legislation of any territory or jurisdiction outside Hong Kong.

No action has been taken by the Company to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving the Prospectus Documents in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for Rights Shares, unless in the relevant territory or jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself, before subscribing for the provisionally allotted Rights Shares, as to the full observance of the laws and regulations of all relevant territories and jurisdictions, including the obtaining of any governmental or other consents and to pay taxes and duties required to be paid in such territory or jurisdiction in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been or will be fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws and regulations of any territory or jurisdiction. No application for Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE

The Latest Time for Acceptance will not take place at 4:00 p.m. on Tuesday, 11 April 2017 if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning, if such circumstances is:

- (a) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance, the Latest Time for Acceptance will not take place at 4:00 p.m. on the date of the Latest Time for Acceptance, but will be extended to 5:00 p.m. on the same day instead;

- (b) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance, the Latest Time for Acceptance will not take place on the date of the Latest Time for Acceptance, but will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the Latest Time for Acceptance does not take place on the date of the Latest Time for Acceptance, the dates mentioned in the section headed "Expected Timetable" in the Prospectus may be affected. An announcement will be made by the Company in such event.

GENERAL

Lodgment of the PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it 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 PAL and/or share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 2,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 2,000). References in the PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the forms accompanying the 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 (i) the Company, at its head office and principal place of business in Hong Kong at Flat C, 20/F, Block 1, Tai Ping Industrial Centre, 57 Ting Kok Road, Tai Po, New Territories, Hong Kong as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully,
For and on behalf of
Golden Power Group Holdings Limited
Chu King Tien
Chairman and Executive Director

GoldenPower®

GOLDEN POWER GROUP HOLDINGS LIMITED

金力集團控股有限公司

(於開曼群島註冊成立的有限公司)
(股份代號：8038)

敬啟者：

緒言

茲提述金力集團控股有限公司於二零一七年三月二十七日就供股刊發之發售章程(「發售章程」)。除非文義另有所指，否則發售章程所界定之詞彙與本通知書所採用者具有相同涵義。根據發售章程所載之條款，董事已按於記錄日期(即二零一七年三月二十四日(星期五))每持有兩(2)股以閣下名義持有及登記之現有股份獲發一(1)股供股股份之基準，按每股供股股份0.4港元之認購價向閣下暫定配發若干數目之供股股份。閣下於記錄日期持有之股份數目載於表格甲內甲欄中，而閣下獲暫定配發之供股股份數目則載於表格甲內乙欄中。

供股股份

供股股份一經配發、發行及繳足股款後，將在各方面與當時之已發行股份享有同等地位。繳足股款供股股份之持有人將有權收取於繳足股款供股股份配發及發行日期或之後所宣派、作出或派付之全部日後股息及分派。

待未繳股款及繳足股款之供股股份獲批准於聯交所上市及買賣並符合香港結算之股份收納規定後，未繳股款及繳足股款之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之供股股份各自開始於聯交所買賣之日期或香港結算釐定之其他日期起，可在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進行之交易，須於其後第二個結算日在中央結算系統內交收。中央結算系統內之一切活動均須根據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。

接納手續

閣下如全數接納暫定配額，須於二零一七年四月十一日(星期二)下午四時正(香港時間)(或倘遇惡劣天氣情況，則為下文「於最後接納時限惡劣天氣之影響」一段所述的該較後日期)前，將本暫定配額通知書整份按照其上列印之指示連同表格甲內丙欄所載須於接納時繳付之全部港元股款送交過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元繳付，支票須由香港持牌銀行之戶口開出，或銀行本票則須由香港持牌銀行發出，兩者均須註明收款人為「Golden Power Group Holdings Limited – Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。支付有關款項將構成根據暫定配額通知書及發售章程之條款，並在本公司組織章程大綱及細則之規限下，接納暫定配額。概不會就有關股款發出收據。

敬請注意，除非如上文所述於二零一七年四月十一日(星期二)下午四時正(香港時間)(或倘遇惡劣天氣情況，則為下文「於最後接納時限惡劣天氣之影響」一段所述的該較後日期)前接獲原承配人或以本身名義已有效承讓有關權利之任何人士交回本暫定配額通知書(已填妥)連同表格甲內丙欄所示之適當款項，否則暫定配額及一切有關權利將視為已遭拒絕而將予取消。本公司可能絕對酌情視一份暫定配額通知書為有效，並對所提呈或被代為提呈之人士具有約束力，儘管暫定配額通知書並未根據有關指示填妥。本公司可要求有關申請人將未填妥之暫定配額通知書於稍後填妥。

分拆

閣下如欲只接納閣下之部分暫定配額，或轉讓閣下根據暫定配額通知書獲暫定配發之供股股份之部份認購權，或向超過一名人士轉讓閣下所持之部分權利，則必須不遲於二零一七年三月三十一日(星期五)下午四時三十分前將全份原有之暫定配額通知書交回過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)進行註銷，過戶登記處將註銷原有之暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書可於交回原有暫定配額通知書後第二個營業日上午九時正後，於過戶登記處領取。

轉讓

閣下如欲轉讓閣下暫時獲分配予閣下以認購供股股份之權利，應填妥及簽署「轉讓及提名表格」(表格乙)，並將此暫定配額通知書送交承讓閣下暫定配額之人士或經手轉讓閣下於其項下之權利之人士。其後，承讓人須填妥及簽署暫定配額通知書內之「登記申請表格」(表格丙)，將暫定配額通知書整份連同表格甲內丙欄所載接納時應繳付之全部股款送交過戶登記處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓，以最遲於二零一七年四月十一日(星期二)下午四時正前(或於惡劣天氣情況下，下文「於最後接納時限惡劣天氣之影響」一段所述之較後日期)接獲。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。本公司保留權利拒絕為以本公司認為有關轉讓可能違反適用法律或監管規定之任何人士為受益人之任何轉讓進行登記。

終止包銷協議

倘若出現以下情況，則包銷商將有權於最後終止時限前，向本公司送達書面通知以終止包銷協議：

- (a) 包銷商合理認為，供股之成功進行將因下列各項而受到重大不利影響：
 - (i) 頒佈任何法例或法規或現時之法例或法規(或其有關司法詮釋)出現任何變動或出現任何其他事故(不論其性質)，而包銷商合理認為將令本集團之整體業務或財務或經營狀況受到重大不利影響，或對供股造成重大不利影響；或
 - (ii) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與任何上述者屬同一類別)之事件或變動(無論是否在包銷協議日期之前及／或之後發生或持續發生之一連串事故或變故其中一部分)，或任何地方、國家或國際間爆發敵對衝突或武裝衝突或衝突升級，或發生可影響本地證券市場之事件，而包銷商合理認為會令本集團整體業務或財務或經營狀況或前景受到重大不利影響或令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (b) 市場狀況出現任何不利變動(包括但不限於金融或貨幣政策，或外匯或貨幣市場、證券買賣被暫停或受到重大限制之任何變動)，而包銷商合理認為可能對供股之成功進行造成重大及不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (c) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商合理認為將令本公司之前景受到重大及不利影響，包括(但不限於上述一般性)本集團任何成員公司被申請清盤或通過決議案清盤或結業或出現類似事件或本集團任何重大資產被損毀；或
- (d) 任何不可抗力事件，包括(但不限於其一般性)任何天災、戰爭、暴動、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- (e) 有關本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (f) 任何事件倘於緊接發售章程日期前出現或發現，但並無於發售章程內披露，而包銷商合理認為對供股而言構成重大遺漏者；或
- (g) 證券一般地或本公司證券在聯交所暫停買賣超過十個連續營業日，不包括涉及核准該公告、章程文件或與供股有關之其他公告或通函而暫停買賣。

倘於最後終止時限前發生下列各項，包銷商有權於最後終止時限前發出書面通知以撤銷包銷協議：

- (a) 包銷商知悉任何嚴重違反包銷協議所載任何聲明、保證或承諾之情況；或
- (b) 包銷商獲悉於包銷協議訂立日期或之後及於最後終止時限前發生之任何事件或出現之事宜，而倘該事件或事宜於包銷協議訂立日期前發生或出現，會導致包銷協議所載之保證在任何重大方面屬失實或不正確。

倘於最後終止時限前，包銷商發出上述任何有關通知，包銷協議下各訂約方之全部責任將予終止，各訂約方均不得就因包銷協議所產生或與包銷協議有關之任何事項相關之費用、損害、賠償或其他向任何其他訂約方提出任何申索，惟任何先前違反者除外。

倘包銷商終止包銷協議，供股則不會進行。

倘包銷商於最後終止時限前行使權利終止或撤銷包銷協議，及／或倘於最後終止期限或本公司及包銷商可能協定之該其他日期前包銷商未能達成或豁免發售章程中「董事會函件」一節「供股 — 供股之條件」一段內載列之任何供股條件，則就相關不計利息暫定配額所收取之股款將於二零一七年四月二十一日(星期五)或之前不計利息以支票方式退還合資格股東或已獲有效轉讓未繳股款供股股份之其他人士(倘為聯名接納人，則為名列首位人士)，支票將由過戶登記處以平郵方式寄往該等合資格股東或該等其他人士之登記地址，郵誤風險概由彼等承擔。

支票及銀行本票

所有支票或銀行本票將於收取後過戶，而自有關款項產生之所有利息(如有)將撥歸本公司所有。凡支票或銀行本票在首次過戶時未能兌現之有關暫定配額通知書均可遭拒絕受理；在該情況下，該暫定配額及其項下之所有權利將被視作已遭放棄並將予註銷。閣下必須於申請認購供股股份時繳付確實應繳金額，如支付金額不足，有關申請將會遭拒絕受理。在多繳申請金額之情況下，閣下將會獲發退款支票，不計利息(倘多繳金額為100港元或以上)。

填妥並交回暫定配額通知書連同支票或銀行本票(不論由合資格股東或任何指定承讓人交回)，即表示申請人保證該支票或銀行本票將於首次過戶時獲兌現。在不影響本公司與此有關之其他權利之情況下，倘任何支票或銀行本票於首次過戶時未能兌現，本公司保留權利拒絕受理有關暫定配額通知書，而在該情況下，該暫定配額及其一切權利及配額將被視作已遭放棄並將予註銷。

股票

待供股成為無條件後，所有繳足股款之供股股份之股票預期於二零一七年四月二十一日(星期五)或之前以普通郵遞方式寄發予已接納及申請供股股份並已繳付股款之人士，郵誤風險概由彼等自行承擔。閣下(香港中央結算(代理人)有限公司除外)將會就所有發行予閣下之繳足股款供股股份獲發一張股票。

供股股份不設超額申請

考慮到供股將給予合資格股東公平及公正之機會以維持彼等各自於本公司之股權比例以及乃與包銷商公平磋商，倘安排申請超額供股股份，本公司將須投入額外精神及成本(估計為270,000港元)管理超額申請程序。董事會認為，於集資時將可能產生之所有成本降至最低對本集團非常重要。儘管超額申請安排將不會向合資格股東提供，惟董事會認為，向合資格股東提供認購價折讓可鼓勵彼等參與供股及分享本公司之潛在增長。鑒於上文所述，董事會認為，供股不提供超額申請安排符合股東之利益。因此，不會向合資格股東提供超額供股股份，而未獲合資格股東承購之任何供股股份將由包銷商根據包銷協議之條款包銷。

零碎股份權益

供股股份之配額將湊整至最接近整數。供股股份之零碎配額將不會暫時配發或發行予合資格股東。有關零碎配額將悉數彙集(湊整至最接近整數)並由包銷商根據包銷協議之條款及條件承購。

派發暫定配額通知書及發售章程

暫定配額通知書只會向合資格股東寄發。

暫定配額通知書及章程文件並無且將不會根據香港境外任何地區或司法權區之任何適用證券法例進行登記或存檔。本公司概無採取任何行動以獲准於香港境外任何地區或司法權區提呈發售供股股份或派發章程文件。因此，在香港境外任何地區或司法權區接獲章程文件的人士，除非於有關地區或司法權區可合法提出申請認購供股股份的要約或邀請而毋須辦理任何登記手續或符合其他法律或監管規定，否則不得視接獲章程文件為有關要約或邀請。在下文所述者規限下，身居香港境外地區而有意申請認購供股股份的任何人士，有責任於認購暫定配發供股股份前，自行全面遵守所有相關地區及司法權區的法例及法規(包括取得任何政府或其他同意及繳付有關地區或司法權區就此而規定繳付的稅項及徵稅)。任何人士如接納供股股份的要約，即被視為已向本公司聲明及保證已經或將會全面遵守此等當地法例及規定。為免生疑，香港結算或香港中央結算(代理人)有限公司概不會作出上述任何聲明或保證，亦不受上述任何聲明或保證所規限。閣下對本身情況如有疑問，應諮詢閣下的專業顧問。倘本公司相信接納任何供股股份的申請會觸犯任何地區或司法權區的適用證券法或其他法律及法規，則本公司保留權利拒絕接納有關申請。概不接納為不合資格股東的任何人士之供股股份申請。

於最後接納時限惡劣天氣之影響

如在以下情況下懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號，則最後接納時限將不會於二零一七年四月十一日(星期二)下午四時正生效：

- (a) 於最後接納時限當日任何本地時間中午十二時正前在香港生效，且於最後接納時限當日中午十二時正後不再生效，則最後接納時限將不會於最後接納時限當日下午四時正生效，但將押後至同日下午五時正；

(b) 於最後接納時限當日任何本地時間中午十二時正至下午四時正在香港生效，則最後接納時限將不會於最後接納時限當日生效，但將重訂為有關警告於上午九時正至下午四時正任何時間並無生效之下一個營業日下午四時正。

倘最後接納時限並無於最後接納時限當日生效，則發售章程「預期時間表」一節所述日期或會受到影響。在此情況下，本公司將另行刊發公告。

一般事項

遞交暫定配額通知書及(在有關情況下)看來已由獲發轉讓及提名表格之人士簽署之轉讓及提名表格，將為最終擁有權證明，顯示遞交有關文件之人士有權處理有關文件及接收分拆暫定配額通知書及／或供股股份之股票。過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)備有更多發售章程副本。

所有文件(包括退款支票)將以普通郵遞方式寄發，郵誤風險概由相關申請人或有關接收之其他人士承擔。

暫定配額通知書及當中所載要約之一切接納將受香港法例監管並按其詮釋。未繳股款供股股份預期將以每手2,000股為買賣單位(由於現有股份目前於聯交所以每手2,000股為買賣單位)。除另有指明外，暫定配額通知書內有關時間及日期之提述均指香港時間及日期。

閣下如對供股有疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午六時正之辦公時間內將閣下之疑問提交予過戶登記處卓佳證券登記有限公司(地址為香港皇后大道東183號合和中心22樓)。

填妥、簽署及交回暫定配額通知書隨附之表格，即表示閣下同意向本公司、過戶登記處及／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接納暫定配發供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或過戶登記處是否持有彼等之個人資料、索取有關資料之副本及更正任何不準確資料。根據香港法例第486章《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查閱有關政策及慣例以及持有資料種類訊息之所有要求，應寄往(i)本公司之香港總部及主要營業地點(地址為香港新界大埔汀角路57號太平工業中心1座20樓C室)或根據適用法例不時通知之地址，並以本公司之公司秘書為收件人；或(ii)(視情況而定)過戶登記處(地址見上文)。

此 致

列位合資格股東 台照

代表
金力集團控股有限公司
主席兼執行董事
朱境淀
謹啟

二零一七年三月二十七日