

**To be valid, the whole of this Provisional Allotment Letter must be returned.
本暫定配額通知書必須整份交回方為有效。**

**IMPORTANT
重要提示**

Reference is made to the prospectus issued by China Zenith Chemical Group Limited (the “**Company**”) dated 30 December 2022 in relation to the Rights Issue (the “**Prospectus**”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述中國天化工集團有限公司(「**本公司**」)就供股刊發日期為二零二二年十二月三十日之供股章程(「**供股章程**」)。暫定配額通知書及額外申請表格應與供股章程一併閱覽。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES (“EAF”) WILL EXPIRE AT 4:00 P.M. ON MONDAY, 16 JANUARY 2023 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” BELOW).

本暫定配額通知書(「**暫定配額通知書**」)乃具有價值及可轉讓，務請即時處理。本暫定配額通知書所載之要約及隨附之額外供股股份申請表格(「**額外申請表格**」)將於二零二三年一月十六日(星期一)下午四時正(或根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期及/或時間)截止。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED DEALER IN SECURITIES 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任何方面或應採取之行動有任何疑問，應諮詢閣下之股票經紀、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, the EAF and other documents specified in the paragraph headed “GENERAL INFORMATION – 14. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (WUMP) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

本暫定配額通知書之文本連同供股章程、額外申請表格及於供股章程附錄三「一般資料 – 14.呈交公司註冊處處長之文件」一段所述其他文件之文本，已按香港法例第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進行登記。香港公司註冊處處長、聯交所及證監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 representations 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.

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之任何損失承擔任何責任。

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

股份及供股股份(以未繳股款及繳足股款形式)之買賣可透過中央結算系統交收，務請諮詢閣下之股票經紀、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，以了解有關交收安排及該等安排對閣下權利及權益之影響之詳情。

Subject to the granting of the listing of, and the 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 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.

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，可自該等未繳股款及繳足股款供股股份各自於聯交所開始買賣日期或香港結算釐定之有關其他日期起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進行之交易須於其後第二個交易日在中央結算系統內進行交收。在中央結算系統進行之一切活動均須依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。

All times and dates stated in this PAL refer to Hong Kong local times and dates.

本暫定配額通知書所述所有時間及日期均指香港本地時間及日期。

In case of any inconsistency between the English and Chinese versions of this PAL, the English version will prevail.

倘本暫定配額通知書之中英文版本有任何歧義，概以英文版本為準。

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作出的所有申請均須受香港法例規管及按其詮釋。

Hong Kong Branch
Share Registrar and
Transfer Office:
Tricor Tengis Limited
17/F, Far East Finance Centre
16 Harcourt Road
Hong Kong

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
夏慤道16號
遠東金融中心17樓



China Zenith Chemical Group Limited

中國天化工集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(於開曼群島註冊成立並於百慕達存續之有限公司)

(Stock Code: 362)

(股份代號：362)

**RIGHTS ISSUE ON
THE BASIS OF FIVE (5) RIGHTS SHARES
FOR EVERY TWO (2) SHARES HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.20 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 16 JANUARY 2023**

按於記錄日期每持有兩(2)股股份
可獲發五(5)股供股股份之基準
以每股供股股份0.20港元之認購價
進行供股

股款須不遲於二零二三年一月十六日(星期一)
下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered Office:
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

Head Office and
Principal Place of
Business in Hong Kong
Room 4007, 40/F
China Resources Building
26 Harbour Road
Wanchai
Hong Kong

註冊辦事處：
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM10
Bermuda

總辦事處及
香港主要營業地點：
香港
灣仔
港灣道26號
華潤大廈
40樓4007室

30 December 2022

二零二二年十二月三十日

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

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

Total number of Shares registered in your name(s) on Thursday, 29
December 2022

於二零二二年十二月二十九日(星期四)以閣下名義登記之股份總數

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment
in full on acceptance by no later than 4:00 p.m. on Monday, 16 January
2023

暫定配發予閣下之供股股份數目，惟須不遲於二零二三年一月十六
日(星期一)下午四時正接納時全數繳足股款方可作實

Box B
乙欄

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

Box C
丙欄

Name of bank on which cheque/banker's cashier order is drawn:
支票/銀行本票之付款銀行名稱：_____

Cheque/banker's cashier 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：_____

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN FOR REMITTANCE
每份申請表格須隨附一張獨立開出之支票或銀行本票
本公司將不會發出股款收據

IN THE EVENT OF TRANSFER OF RIGHTS 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 HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG 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.

於轉讓認購供股股份之權利時，每宗買賣均須繳付香港從價印花稅。實益權益之饋贈或轉讓（而非出售）亦須繳付香港從價印花稅。於登記轉讓本文件所述任何轉讓認購供股股份之權利前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

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/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬悉數轉讓其/彼等於本暫定配額通知書所列供股股份認購權之合資格股東填寫及簽署)

Form B 表格乙

To: The Directors,
China Zenith Chemical Group Limited
致：中國天化工集團有限公司
列位董事 台照

Dear Sirs and Madams,

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述本人/吾等之供股股份認購權悉數轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

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

Signature(s) of the Qualifying Shareholders (all joint Shareholders must sign) 合資格股東簽署 (所有聯名合資格股東均須簽署)

Date: _____

日期: _____

Hong Kong ad valorem stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.
轉讓認購供股股份之權利須繳付香港從價印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

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

Form C 表格丙

To: The Directors,
China Zenith Chemical Group Limited
致：中國天化工集團有限公司
列位董事 台照

Dear Sirs and Madams,

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 Bye-Laws Company.

敬啟者：
本人/吾等謹請閣下將表格甲之乙欄所列的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供股章程所載條款，以及在貴公司之公司細則之規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請於此欄內填上「X」符號

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。聯名申請人僅需填寫排名首位申請人之地址。
For Chinese applicant(s), please provide your name in both English and Chinese.
華裔申請人請填寫中英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏/公司名稱	Other name(s) 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 should give the address of the first-named applicant only) 英文地址 (聯名申請人僅需填寫 排名首位申請人之地址)			
Occupation 職業		Telephone 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 applicants must sign)
申請人簽署 (所有聯名申請人均須簽署)

Date: _____

日期: _____

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of rights to subscribe for the Rights Shares.
接納認購供股股份之權利須繳付香港從價印花稅。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED, AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON MONDAY, 16 JANUARY 2023 (OR, UNDER BAD WEATHER CONDITIONS AND/OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES" IN THE ENCLOSED SHEET). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BANKER'S CASHIER ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "CHINA ZENITH CHEMICAL GROUP LIMITED – RIGHTS ISSUE ACCOUNT" AND CROSSED "Account Payee Only".

INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET.

NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

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.

閣下如欲全數接納本暫定配額通知書所述供股股份的暫定配額，須不遲於二零二三年一月十六日（星期一）下午四時正（或於惡劣天氣及／或極端情況下根據附頁「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期及／或時間）將本暫定配額通知書整份連同表格甲之丙欄所示的港元全數股款的支票或銀行本票送達過戶處卓佳登捷時有限公司（地址為香港夏慤道16號遠東金融中心17樓）。所有股款須以港元繳付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「CHINA ZENITH CHEMICAL GROUP LIMITED – RIGHTS ISSUE ACCOUNT」為收款人，並以「只准入抬頭人賬戶」劃線方式開出。

有關轉讓及分拆的指示載於附頁。

本公司將不會就有關股款發出收據。

接納本暫定配額通知書所載暫定配額的每位人士均確認其已閱讀附頁及供股章程所載條款及條件以及接納手續，並同意受其約束。



China Zenith Chemical Group Limited

中國天化工集團有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)
(Stock Code: 362)

30 December 2022

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of China Zenith Chemical Group Limited dated 30 December 2022 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. 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 five (5) Rights Shares for every two (2) Shares held and registered in your name(s) as at the Record Date (i.e. Thursday, 29 December 2022) at a subscription price of HK\$0.20 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.

The Rights Issue is only underwritten on a best effort basis and is not on a fully underwritten basis. Pursuant to the Company’s constitutional documents and the Companies Act, there are no requirements for minimum levels of subscription in respect of the Rights Issue. Subject to fulfilment or satisfaction of the conditions precedent of the Rights Issue, the Rights Issue shall proceed regardless of the conditions of its level of acceptances, and up to 397,355,377 Rights Shares (assuming new Shares are allotted and issued on or before the Record Date pursuant to the full exercise of all Share Options and the full conversion of the Convertible Bonds but otherwise no other change in the share capital of the Company on or before the Record Date) to be subscribed subject, however, to any scale-down vis-a-vis the MGO Obligation. In the event of under-subscription, any Rights Shares not taken up by the Qualifying Shareholders whether under PAL(s) or EAF(s), or transferees of nil-paid Rights Shares, and not subscribed by subscribers procured by the Underwriter will not be issued, and hence, the size of the Rights Issue will be reduced accordingly.

The Rights Shares, when allotted, issued and fully paid, shall rank pari passu in all respects with the Shares then in issue, including the right to receive all dividends and distributions which may be declared, made or paid with a record date which falls on or after the date of allotment of the Rights Shares in their fully-paid form.

Subject to the granting of the listing of, and the 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 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.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the section headed “Conditions precedent of the Underwriting Agreement” and “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment in full, you must lodge the whole of this PAL intact in accordance with the instructions printed herein with the Registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, 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 by no later than 4:00 p.m. on Monday, 16 January 2023 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “China Zenith Chemical Group Limited – Rights Issue Account” and crossed “Account Payee Only”. Such payment will constitute acceptance of the provisional allotment of the Rights Shares on the terms of this PAL and the Prospectus and subject to the Bye-Laws of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been lodged with the Registrar for registration as described above by no later than 4:00 p.m. on Monday, 16 January 2023 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” below) whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by the Qualifying Shareholders. The Company is not obliged to but may, at its sole 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 applicants at a later stage.

APPLICATION FOR EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing (i) any nil-paid Rights Shares provisionally allotted but not accepted by any of the Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares prior to the Latest Time for Acceptance; (ii) subject to the provisions of the Underwriting Agreement, any entitlements of the Excluded Shareholders provisionally allotted to a nominee of the Company which are left unsold; (iii) any of the Rights Shares created from the aggregation of fractions of the Rights Shares; and (iv) the Scale-down PAL Shares (if any).

Application for excess Rights Shares may be made by completing and signing the EAF. The Company will, upon consultation with the Underwriter, allocate the excess Rights Shares to the Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of the excess Rights Shares applied for. Reference will only be made to the number of excess Rights Shares being applied for but no reference will be made to the Rights Shares comprised in applications by the PALs or the existing number of Shares held by the Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders and/or transferees of nil-paid Rights Shares under the PALs is greater than the aggregate number of excess Rights Shares applied for through the EAFs, the Company will allocate to each Qualifying Shareholder who applies for excess Rights Shares in full application. No preference will be given to applications for topping up odd lots to whole board lots. 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.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Monday, 16 January 2023 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “China Zenith Chemical Group Limited – Excess Application Account” and crossed “Account Payee Only”. No receipt will be issued in respect of any remittance received.

SCALE-DOWN MECHANISMS

To avoid the unwitting triggering of MGO Obligations, all applications for Rights Shares under the PAL(s), or by transferees of nil-paid Rights Shares, or by subscribers procured by the Underwriter will be made on the basis that the applications are to be scaled-down by the Company to a level which (a) does not trigger an MGO Obligation on the part of the applicant or parties acting in concert with him/her/it. Any subscription monies for the Scale-down PAL Shares will be refunded to the applicants, and the Scale-down PAL Shares will be made available for subscription by other Qualifying Shareholders through the EAF(s).

In addition, under and/or pursuant to the Scaling-down, any application for Rights Shares under the PAL(s), shall be subject to the scale-down mechanisms of the Rights Issue as determined by the Company to levels which do not trigger any MGO Obligation. Such scale-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principle: where the scale-down is necessitated by the exceeding of shareholding by a group rather than an individual shareholder, the allocations of PAL(s) to members of the affected group should be made on a pro rata basis by reference to the number of Shares held by the affected applicants on the Record Date, but for the avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well.

TRANSFER

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 person(s) to 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 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong so as to be received by no later than 4:00 p.m. on Monday, 16 January 2023 (or, under bad weather conditions and/or extreme conditions, such later time or date as mentioned in the paragraph headed “EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES” below).

SPLITTING

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 hereunder, or to transfer part or all of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 6 January 2023 to the Registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar’s address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

It should be noted that Hong Kong ad valorem 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.

EFFECT OF BAD WEATHER OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND APPLICATION FOR AND PAYMENT FOR EXCESS RIGHTS SHARES

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 a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning or “extreme conditions” caused by super typhoon issued by the Hong Kong Observatory:

- (a) in force in Hong Kong at any 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
- (b) in force in Hong Kong at any 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 at any time between 9:00 a.m. and 4:00 p.m..

If the Latest Time for Acceptance does not take place at or before 4:00 p.m. on Monday, 16 January 2023, the dates mentioned herein may be affected. The Company will notify the Shareholders by way of announcement(s) on any change to the expected timetable of the Rights Issue as soon as practicable.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and issue and will not accept application for any fraction of the Rights Shares and the entitlements of the Qualifying Shareholders will be rounded down to the nearest whole number. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) and sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained, and the Company will retain the proceeds from such sale. Any unsold fractions of Rights Shares will be made available for excess application by the Qualifying Shareholders under the EAFs.

WARNING OF THE RISKS OF DEALING IN THE SHARES AND NIL-PAID RIGHTS SHARES

It should be noted that the Shares have been dealt in on an ex-rights basis since Monday, 19 December 2022. Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 4 January 2023 to Wednesday, 11 January 2023 (both days inclusive). If any of the conditions of the Rights Issue is not fulfilled or waived (as applicable) or if the Underwriter exercises the right to terminate the Underwriting Agreement at or before 4:00 p.m. on Tuesday, 17 January 2023 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

Any Shareholder or other person dealing in the existing Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue are fulfilled or waived (as applicable) (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the existing Shares and/or the nil-paid Rights Shares. Any party (including Shareholders and potential investors of the Company) who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques or banker's cashier orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. 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 accompanying cheque and/or banker's cashier order is dishonoured on first presentation, 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, any underpaid application will be rejected. Completion and return of this PAL together with a cheque or banker's cashier order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or banker's cashier order will be honoured on first presentation.

SHARE CERTIFICATES OF THE RIGHTS SHARES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to fulfilment of the conditions precedent of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Friday, 27 January 2023 to those entitled thereto by ordinary post, at their own risk, to their registered addresses. Each Shareholder (except HKSCC Nominees Limited), will receive one share certificate for all allotted Rights Shares. If the Underwriting Agreement is terminated or not becoming unconditional, refund cheques will be posted on or before Friday, 27 January 2023 by ordinary post, at the respective Shareholders' own risk, to their registered addresses. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Friday, 27 January 2023, by ordinary post to the applicants, at their own risk, to their registered addresses.

TERMINATION OF THE UNDERWRITING AGREEMENT

Pursuant to the Underwriting Agreement, the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company by the Underwriter at any time prior to the Latest Time for Termination with immediate effect if:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (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 which may in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (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 (whether or not ejusdem generis 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 absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects 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
- (ii) 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 on trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will 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
- (iv) other than coronavirus disease 2019 (COVID-19), any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (v) there occurs 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

- (vi) any matter which, had it arisen or been discovered immediately before the Posting Date and not having been disclosed in the Rights Issue Documents, would have constituted, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty (20) consecutive Trading Days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the Announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue; or
- (viii) the Rights Issue Documents 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 any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue,

the Underwriter shall be entitled by a notice in writing to the Company, served on or prior to the Latest Time for Termination, to terminate the Underwriting Agreement and the Rights Issue shall not proceed.

Upon termination pursuant to the terms of the Underwriting Agreement, the obligations of the Underwriter thereunder (save for certain exceptions) shall cease and determine and no party under the Underwriting Agreement shall have any claim against the other party under the Underwriting Agreement for costs, damages, compensation or otherwise save for any antecedent breaches.

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

- (i) any material breach of any of the representations, warranties or undertakings as specified in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

If the Underwriters terminate 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 Underwriters.

DISTRIBUTION OF THIS PAL AND THE OTHER RIGHTS ISSUE DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders.

The Rights Issue Documents will not be registered or filed under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to permit the offering of the Rights Shares, or the distribution of the Rights Issue Documents, in any territory other than Hong Kong.

Accordingly, no person receiving a copy of any of the Rights Issue Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself before acquiring any rights to subscribe for the 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 connected therewith. Any acceptance of or application for 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 fully complied with. 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 or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

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 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 split PALs and/or share certificates for the Rights Shares.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying 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) (the "Ordinance") 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 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 (i) the Company, at its registered office in Hong Kong at Room 4007, 40/F, China Resources Building, 26 Harbour Road, Wanchai, 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 (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully, For and on behalf of
China Zenith Chemical Group Limited
Chan Yuk Foebe
Chairman and Chief Executive Officer



China Zenith Chemical Group Limited

中國天化工集團有限公司

(於開曼群島註冊成立並於百慕達存續之有限公司)

(股份代號：362)

敬啟者：

緒言

茲提述中國天化工集團有限公司就供股刊發日期為二零二二年十二月三十日之供股章程(「供股章程」)。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。根據供股章程所載條款，董事已按在記錄日期(即二零二二年十二月二十九日(星期四))登記於閣下名下每兩(2)股股份可獲發五(5)股供股股份之基準，按每股供股股份0.20港元之認購價向閣下暫定配發供股股份。閣下於記錄日期持有之股份數目列於表格甲之甲欄，而閣下獲暫定配發之供股股份數目列於表格甲之乙欄。

供股僅按竭誠基準而非按全數包銷基準獲包銷。根據本公司之公司組織章程文件及公司法，並無規定供股之最低認購水平。待供股之先決條件獲達成或滿足後，不論其接納水平狀況，供股將會繼續進行，且最多397,355,377股供股股份(假設於記錄日期或之前，所有購股權獲悉數行使及可換股債券獲悉數轉換，並已據此配發及發行新股份，但除此以外本公司股本於記錄日期或之前並無其他變動)將獲認購，然而，惟須受強制全面要約責任之任何縮減所限。倘認購不足，本公司將不會發行任何未獲合資格股東(不論根據暫定配額通知書或額外申請表格)或未繳股款供股股份的受讓人承購，且未獲包銷商促使之認購人認購之供股股份，因此，供股的規模將相應縮減。

供股股份一經配發、發行及悉數繳足，將在各方面與當時已發行股份享有同等權利，包括收取於繳足股款之供股股份配發日期或以後之記錄日期可能宣派、作出或派付之所有股息及分派之權利。

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，及在符合香港結算之股份收納規定的前提下，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，可由未繳股款及繳足股款供股股份分別於聯交所開始買賣日期或由香港結算決定之其他日期起，於中央結算系統寄存、結算及交收。聯交所參與者之間在任何交易日進行之交易，須於其後的第二個交易日在中央結算系統交收。所有中央結算系統活動均須遵守不時有效的中央結算系統一般規則及中央結算系統運作程序規則。

供股須待(其中包括)包銷協議成為無條件且包銷商並無根據包銷協議之條款(有關概要載於供股章程「包銷協議之先決條件」及「終止包銷協議」一節)終止包銷協議後方可作實。因此，供股可能或可能不進行。

接納及付款手續

閣下如欲全數接納暫定配額，須不遲於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及/或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)，按本暫定配額通知書所印列之指示將本暫定配額通知書整份連同表格甲之丙欄所示接納時應全數繳足之港元股款，送達過戶處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。所有股款須以港元支付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「China Zenith Chemical Group Limited – Rights Issue Account」為收款人，並以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成根據本暫定配額通知書及供股章程之條款在本公司之公司細則之規限下接納暫定配額。本公司將不會發出股款收據。

務請注意，除非原承配人或任何有效承讓暫定配額之人士如上文所述不遲於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及/或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)將本暫定配額通知書連同表格甲之丙欄所示之適當股款交回過戶處以作登記，否則本暫定配額通知書下之有關暫定配額及其項下之一切權利及配額將被視為已遭拒絕及將予註銷，而有關供股股份將可供合資格股東以額外申請表格作出申請。本公司毋須但可全權酌情將未有按照有關指示填妥之額外申請表格視作有效及對交回有關表格或代表其交回有關表格之人士具有約束力。本公司可於較後階段要求相關申請人將未填妥之額外申請表格填妥。

申請認購額外供股股份

合資格股東可以額外申請方式申請認購(i)最後接納時限前已暫定配發但未獲任何合資格股東接納或未繳股款供股股份之受讓人另行認購之任何未繳股款供股股份；(ii)據包銷協議之條文，暫定配發予本公司代名人之任何尚未出售之除外股東權利；(iii)集零碎供股股份所產生之任何供股股份；及(iv)縮減暫定配額通知書股份(如有)。

合資格股東可填妥及簽署額外申請表格申請認購額外供股股份。本公司將在與包銷商諮詢後參考所申請之額外供股股份數目按比例將任何額外供股股份配發予作出申請之合資格股東。僅參考所申請之額外供股股份數目但不會參考透過暫定配額通知書申請中包含之供股股份或合資格股東所持有之現有股份數目。倘合資格股東及／或未繳股款供股股份之受讓人未能根據暫定配額通知書承購之供股股份總數大於透過額外申請表格申請之額外供股股份總數，本公司將向申請額外供股股份之每位合資格股東分配所申請之全部供股股份。概不會優先處理用於補足所持碎股至完整買賣單位之申請。務請注意，交回額外申請表格並不保證合資格股東將獲配發超出其暫定配額之任何供股股份。

合資格股東如欲申請認購其暫定配額以外之任何供股股份，則須填妥並簽署隨附供股章程之額外申請表格，並於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)，連同就所申請額外供股股份應付之獨立股款一併交回過戶處。所有股款必須以港元繳付，並以香港持牌銀行賬戶開出的支票或香港持牌銀行發出的銀行本票支付，以「China Zenith Chemical Group Limited – Excess Application Account」為收款人，並以「只准入抬頭人賬戶」劃線方式開出。概不會就任何已收取股款發出收據。

縮減機制

為避免無意引致強制全面要約責任，根據暫定配額通知書或由未繳股款供股股份之受讓人或由包銷商促使之認購人作出之全部供股股份申請，均將根據該等申請由本公司縮減至不會引致申請人或與其一致行動人士一方之強制全面要約責任之水平之基準進行。任何縮減暫定配額通知書股份之認購款項將會退還予申請人，而其他合資格股東可透過額外申請表格認購該等縮減暫定配額通知書股份。

此外，依照及／或根據縮減機制，根據暫定配額通知書申請供股股份須按照本公司釐定之供股縮減機制縮減至不會引致任何強制全面要約責任之水平。供股股份申請之有關縮減須根據以下原則按公平平等基準進行：倘由於一組而非個別股東之持股量超額而需縮減，則應參照受影響申請人於記錄日期所持有股份數目按比例基準為受影響組別之成員分配暫定配額通知書項下申請份額，但為避免任何疑問，任何或任何此類後續分配亦應按比例縮減。

轉讓

閣下如欲轉讓閣下根據本暫定配額通知書獲暫定配發之供股股份之全部認購權，必須填妥及簽署「轉讓及提名表格」(表格乙)，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士。其後，承讓人須填妥及簽署「登記申請表格」(表格丙)，並須不遲於二零二三年一月十六日(星期一)下午四時正(或於惡劣天氣及／或極端情況下根據下文「惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響」一段所述之較後日期或時間)將本暫定配額通知書整份連同表格甲內之丙欄所示接納時應繳付之全部股款送達過戶處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。

分拆

閣下如僅欲接納部分暫定配額，或轉讓閣下根據本暫定配額通知書獲暫定配發之供股股份之部分認購權，或向超過一名人士轉讓閣下之全部或部分權利，則須不遲於二零二三年一月十六日(星期五)下午四時三十分將原暫定配額通知書交回及送達過戶處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)予以註銷，過戶處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於閣下交回原暫定配額通知書後第二個營業日上午九時正後於上文所載過戶處之地址領取。

務請注意，閣下轉讓有關供股股份之認購權予承讓人及承讓人接納有關權利均須繳付香港從價印花稅。

惡劣天氣或極端情況對接納供股股份並繳付股款以及申請額外供股股份並繳付股款之最後時限之影響

倘八號或以上熱帶氣旋警告信號、「黑色」暴雨警告或香港天文台發出超強颱風引起之「極端情況」，則接納及支付供股股份及申請及支付超額供股股份的最後接納時限將不會發生：

- (a) 於最後接納日期中午十二時正前的任何時間於香港生效，並於中午十二時正後不再生效。相反，接納及支付供股股份以及申請及支付超額供股股份的最後時限將延長至同一營業日下午五時正；或
- (b) 於最後接納日期中午十二時正至下午四時正期間的任何時間於香港生效。相反，接納及支付供股股份以及申請及支付超額供股股份的最後時限將重新安排至下一營業日，該營業日於上午九時正至下午四時正期間的任何時間均無上述任何警告。

倘最後接納時限並非在二零二三年一月十六日(星期一)下午四時正或之前發生，則本文所述之日期可能受到影響。本公司將就供股之預期時間表之任何變動在實際可行的情況下盡快以公告之方式通知股東。

零碎配額

本公司將不會臨時配發及發行，亦不會接受任何零碎供股股份的申請，而合資格股東的配額將下調至最接近整數。所有零碎的供股股份將合併計算(下調至最接近整數)。所有因合計而產生的未繳股款供股股份將被暫時分配(以未繳股款形式)，並於可獲得溢價(扣除開支)的情況下於市場上出售，而本公司將保留該出售的收益。任何未售的碎股供股股份將可供合資格股東根據額外申請表格。

買賣股份及未繳股款供股股份之風險警告

務請注意，股份已自二零二二年十二月十九日(星期一)起按除權基準買賣。未繳股款之供股股份將於二零二三年一月四日(星期三)至二零二三年一月十一日(星期三)(包括首尾兩天)進行買賣。倘於二零二三年一月十七日(星期二)下午四時正(或本公司與包銷商可能書面協定之其他日期)或之前，任何一項供股條件未獲達成或豁免(如適用)或倘包銷商行使終止包銷協議之權利，則將不會進行供股。

直至供股之所有條件獲達成或獲豁免(如適用)當日(及包銷商終止包銷協議之權利終止當日)前買賣現有股份及/或未繳股款供股股份之任何股東或其他人士，將因而承擔供股可能不會成為無條件或可能不會進行之風險。

本公司股東及潛在投資者於買賣現有股份及/或未繳股款供股股份時務請審慎行事。任何人士(包括本公司股東及潛在投資者)如對本身之狀況或將予採取之行動有任何疑問，務請諮詢本身之專業顧問。

支票及銀行本票

所有支票或銀行本票將於收訖後過戶，而有關款項賺取的所有利息將撥歸本公司所有。在不影響本公司與此有關的其他權利的情況下，本公司保留拒絕受理任何隨附支票及/或銀行本票於首次過戶時未獲兌現的暫定配額通知書的權利，而在該情況下，該暫定配額及其項下一切權利將被視作已遭拒絕及將予註銷。閣下申請認購供股股份時須繳付準確股款金額，任何未繳足股款申請將不獲受理。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回(不論由合資格股東或任何指定承讓人交回)，即表示閣下保證支票或銀行本票可於首次過戶時兌現。

供股股份的股票及供股的退款支票

待供股的先決條件達成後，預期繳足股款供股股份的股票將於二零二三年一月二十七日(星期五)或之前以普通郵寄方式寄發予有權接收股票之股東的登記地址，郵誤風險概由彼等自行承擔。每名股東(除香港中央結算(代理人)有限公司)將就所有獲配發之供股股份收取一張股票。倘包銷協議終止或並未成為無條件，則退款支票將於二零二三年一月二十七日(星期五)或之前以普通郵寄方式寄發予相關股東之登記地址，郵誤風險概由彼等自行承擔。有關全部或部分不獲接納的額外供股股份申請的退款支票(如有)，預期將於二零二三年一月二十七日(星期五)或之前以普通郵寄方式寄發予該等申請人的登記地址，郵誤風險概由彼等自行承擔。

終止包銷協議

根據包銷協議，包銷商可於最後終止時限前的任何時間通過包銷商向本公司發出的書面通知終止包銷協議中規定的安排，倘：

- (i) 包銷商全權認為，供股之成功進行將受到下列事件之重大不利影響：
 - (a) 頒佈任何新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件(不論其性質)，而包銷商全權認為令本集團之整體業務或財務或經營狀況或前景受到重大不利影響，或對供股造成重大不利影響；或
 - (b) 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件或變動其中一部分)，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，而包銷商全權認為可能令本集團整體業務或財政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
- (ii) 市場狀況出現任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制)，而包銷商全權認為可能對供股之成功進行造成重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (iii) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為將令本公司之前景受到不利影響，包括(但不限於上述一般性情況)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
- (iv) 除2019冠狀病毒病(COVID-19)外，任何不可抗力事件，包括(但不限於其一般性情況)任何天災、戰爭、暴動、動亂、騷亂或動盪、火災、水災、爆炸、疫症、流行病、恐怖活動、罷工或停工，而包銷商全權認為將令本集團整體業務或財政或經營狀況或前景受到重大不利影響；或
- (v) 出現有關本集團整體業務或財務或經營狀況或前景的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

- (vi) 倘於緊接寄發日期前出現或發現將對供股構成重大遺漏，而並無於供股文件內披露的任何事件；或
- (vii) 聯交所二十(20)個連續交易日以上全面暫停證券買賣或暫停本公司證券之買賣(因或與包銷協議及/或供股相關者及涉及審批有關包銷協議及/或供股的該公告或其他事宜而暫停買賣者則除外)；或
- (viii) 供股文件刊發時載有於包銷協議日期之前未經本公司公開宣佈或刊發之資料(不論是關於本集團之業務前景或狀況或關於本集團遵守任何法例或上市規則或任何適用規例)，而有關資料在供股完成後對本集團整體而言屬重大，並很可能對成功進行供股造成重大不利影響，

包銷商有權可於最後終止時限或之前向本公司發出書面通知終止包銷協議及供股將不會進行。

根據包銷協議之條款終止後，包銷商於包銷協議下之責任(除若干例外情況)將告終止及完結，除先前違約的情況外，包銷協議下的任何訂約方均不得對另一方申索任何費用、損害賠償、補償或其他責任。

倘於最後終止時限前發生以下事項，包銷商有權向本公司發出書面通知，撤回包銷協議：

- (i) 包銷商得悉包銷協議中列明的任何陳述、保證或承諾有任何重大違反；或
- (ii) 包銷商得悉任何指定事件。

包銷商應在最後終止時限前送達任何該等通知。

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，本公司將另行作出公告。

派發本暫定配額通知書及其他供股文件

本暫定配額通知書僅向合資格股東寄發。

供股文件將不會根據香港以外任何司法權區之適用證券法例進行登記或存檔。本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發供股文件。

因此，倘任何人士在香港以外任何地區接獲任何供股文件之文本，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或監管規定，否則不可視作提呈申請供股股份之要約或邀請。

於香港以外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守相關地區之法例及規例(包括取得任何政府或其他同意及就此繳付任何有關司法權區規定須繳付之稅項及徵費)。任何人士就供股股份之接納或申請將被視為構成有關人士向本公司之聲明及保證，表示有關當地法律及規定已獲全面遵守。閣下如對自身的情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納額外供股股份的任何申請將會觸犯任何司法權區的適用證券或其他法例或規例，則本公司保留權利拒絕接納有關申請。為免生疑問，香港結算或香港中央結算(代理人)有限公司概不作出任何上述聲明及保證或受其規限。

一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回，即表示交回之人士或各方就處理本暫定配額通知書及收取分拆暫定配額通知書及/或供股股份之股票擁有最終所有權憑證。

個人資料收集－暫定配額通知書

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此 致

列位合資格股東 台照

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中國天化工集團有限公司
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陳昱
謹啟

二零二二年十二月三十日