

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

THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PROVISIONAL ALLOTMENT LETTER AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON MONDAY, 6 MARCH 2017.

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，敬請即時處理。本暫定配額通知書及隨附額外申請表格所載之要約於2017年3月6日(星期一)下午四時正截止。

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

閣下如對本暫定配額通知書之內容或應採取之行動有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of the Prospectus Documents, make no representation as to their 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 the Prospectus Documents.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對章程文件之內容概不負責，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章程文件全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Capitalised terms defined in the prospectus dated 20 February 2017 (the “Prospectus”) issued by Enerchina Holdings Limited have the same meanings herein, unless the context requires otherwise.

除文義另有所指外，Enerchina Holdings Limited (威華達控股有限公司)於2017年2月20日刊發之供股章程(「供股章程」)所界定之詞語於本通知書內具有相同涵義。

Subject to the granting of the listing of, and permission to deal in, the Rights Share 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 Share 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 their respective commencement dates of dealings on the Stock Exchange or such other date 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.

待未繳股款及繳足股款之供股股份獲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，由未繳股款及繳足股款之供股股份各自在聯交所開始買賣之日期或香港結算選定之其他日期起，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。所有在中央結算系統內進行之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。

A copy of each of the Prospectus Documents, together with the documents mentioned in the paragraph headed “13. 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 (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of the Prospectus Documents.

每份章程文件之副本連同供股章程附錄三「13.送呈公司註冊處處長之文件」一節所述之文件，已根據公司(清盤及雜項條文)條例(香港法例第三十二章)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、香港聯合交易所有限公司及香港證券及期貨事務監察委員會對章程文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Share specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Monday, 6 March 2017. All remittances must be made by cheque or cashier’s order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “Enerchina Holdings Limited — Rights Issue Account” and crossed “ACCOUNT PAYEE ONLY”.

倘閣下擬行使權利認購本暫定配額通知書所列之所有供股股份，閣下最遲須於2017年3月6日(星期一)下午四時正前將本暫定配額通知書，按照其上印列之指示，連同須於接納時繳足之全數股款送交股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以支票或銀行本票以港元支付。支票(必須由香港持牌銀行之賬戶開出)及銀行本票(必須由香港持牌銀行開出)須註明抬頭人為「Enerchina Holdings Limited— Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。



Share Registrar:
股份過戶登記處：
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong

香港中央證券登記有限公司
香港灣仔
皇后大道東183號
合和中心17樓
1712-1716號舖

Enerchina Holdings Limited

威華達控股有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 622)

(股份代號：622)

Principal office
in Hong Kong:
25/F China United Centre
28 Marble Road
North Point
Hong Kong
香港主要辦事處：
香港
北角
馬寶道28號
華匯中心25樓

Registered office:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

**RIGHTS ISSUE IN THE PROPORTION OF
ONE (1) RIGHTS SHARE FOR
EVERY TWO (2) SHARES HELD ON THE RECORD DATE
AT HK\$0.265 PER RIGHTS SHARE PAYABLE IN FULL
ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 6 MARCH 2017**

按於記錄日期每持有
兩(2)股股份獲發一(1)股供股股份之比例
以每股供股股份0.265港元進行供股，
股款須於2017年3月6日(星期一)下午四時正前
接納時全數繳足

**PROVISIONAL ALLOTMENT LETTER
暫定配額通知書**

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

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Any payments for Rights Shares should be rounded up to 2 decimal points.
供股股份之任何股款應向上調整至兩個小數點。

Total number of Shares registered in your name(s) on Thursday, 5 January 2017
於2017年1月5日(星期四)以閣下名義登記之股份總數

BOX A
甲欄

Number of Rights Share provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Monday, 6 March 2017
暫定配發予閣下之供股股份數目，惟須不遲於2017年3月6日(星期一)下午四時正前接納時全數繳足股款方可作實

BOX B
乙欄

Total subscription money payable in full upon acceptance
於接納時全數應繳之認購款項總額

BOX C
丙欄
HKS 港元

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

Cheque/cashier's order number:
支票/銀行本票號碼：_____

Please insert your contact telephone no.:
請填上閣下聯絡電話號碼：_____

* For identification purposes only
* 僅供識別

IN THE EVENT OF A TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A 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 SUCH TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS PAL.

在轉讓認購供股股份之權利時，每項買賣均須繳納香港從價印花稅。餽贈或轉讓(並非以出售方式)實益擁有之權益亦須繳納香港從價印花稅。在登記轉讓本暫定配額通知書代表之供股股份權益前，須出示已繳納香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬將其/彼等於本表格所列認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
Enerchina Holdings Limited

致：威華達控股有限公司
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/吾等茲將本暫定配額通知書所列本人/吾等可認購供股股份之權利全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 Shareholders (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date 日期：_____ 2017

Note: Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.
附註：轉讓 閣下可認購有關供股股份之權利須繳納香港從價印花稅。

Form C
表格丙

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 Share(s) are being transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
Enerchina Holdings Limited

致：威華達控股有限公司
列位董事 台照

Dear Sirs and Madams,

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

敬啟者：

本人/吾等謹請閣下以本人/吾等名義登記表格甲內乙欄所列之供股股份數目，本人/吾等同意按照本暫定配額通知書及章程文件所載之條款並在貴公司組織章程大綱及公司細則之規限下接納該等供股股份。

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 one address only.
請用英文大楷填寫。聯名申請人只須填報一個地址。

Name of applicant in English 申請人英文姓名	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicants (if required) 續姓名及/或聯名申請人姓名(如有需要)			
Address in English (joint applicants should give one address only) 英文地址(聯名申請人只須填報一個地址)			
Occupation 職業			Tel. no. 電話號碼
Dividend instructions 派息指示			
Name & address of bank 銀行名稱及地址	Account type 賬戶類別		Bank account no. 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：_____ 2017

Note: Hong Kong ad valorem stamp duty is payable in connection with the acceptance of the transfer of the rights to subscribe for the Rights Shares.
附註：接納轉讓可認購有關供股股份之權利須繳納香港從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters
中國申請人須填寫中英文姓名

It should be noted that the Rights Shares will be dealt in their nil-paid form from Wednesday, 22 February 2017 to Wednesday, 1 March 2017, both dates inclusive. Shareholders should note that dealings in such Rights Shares in their nil-paid form and the Shares will take place while the conditions to which the Rights Issue are subject remain unfulfilled/not waived. Any Shareholder or other person dealing in the Shares up to the date on which all conditions to which the Rights Issue are subject are fulfilled/waived, and dealings in the Rights Shares in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its position, is recommended to consult his/her/its own professional adviser. In particular, the Directors would like to draw your attention to the fact that if, prior to the Latest Time For Termination:

敬請注意，供股股份將從2017年2月22日(星期三)至2017年3月1日(星期三)(包括首尾兩天)以未繳股款方式買賣。股東應注意，儘管供股之條件尚未達成／獲豁免，該等未繳股款供股股份及股份仍會進行買賣。因此，於供股之所有條件達成／獲豁免當日前買賣股份及未繳股款供股股份之任何股東或其他人士，均須承擔供股可能無法成為無條件或未必會進行之風險。有意買賣股份或未繳股款供股股份之任何股東或其他人士，如對本身之狀況有任何疑問，應諮詢其專業顧問。董事謹請閣下尤其注意，倘於最後終止時限前：

- (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (1) 包銷商據其合理判斷認為供股之順利進行將會因以下事件而受到重大不利影響：
 - (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 reasonable opinion of the Underwriter, materially and adversely affect 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 after the signing of the Underwriting Agreement;
 - (a) 於簽署包銷協議後頒佈任何新法例或規例或現行法例或規例(或其司法詮釋)出現任何變動或發生任何性質之其他事件，而包銷商據其合理判斷認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響或就供股而言屬於重大不利；
 - (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 after the signing of the Underwriting Agreement 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 or the financial or trading position of the Group as a whole;
 - (b) 發生有關政治、軍事、金融、經濟或其他性質之任何本地、國家或國際事件或變動(無論是否構成於簽署包銷協議之後所發生或簽署包銷協議後持續發生之一連串事件或變動之一部份)，或任何本地、國家或國際爆發敵對行為或武裝衝突或該等行為或衝突升級，或足以影響本地證券市場之事件，而包銷商據其合理判斷認為會對本集團整體業務或財務或經營狀況構成重大不利影響；
 - (c) any materially adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of the Group as a whole;
 - (c) 於簽署包銷協議後本集團整體業務或財政或貿易狀況有任何重大不利變動；
 - (d) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurred after the signing of the Underwriting Agreement which would, in the reasonable opinion of the Underwriter, materially and adversely affect the business or the financial or trading position of the Group as a whole;
 - (d) 於簽署包銷協議後發生任何天災、戰爭、暴亂、公眾騷亂、內亂、火災、洪水、爆炸、流行病、恐怖行動、罷工或閉廠停業，而包銷商合理認為其將對本集團整體業務或財政或貿易狀況造成重大不利影響；
 - (e) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole;
 - (e) 於簽署包銷協議後任何第三方對本集團任何成員公司提出任何訴訟或索償，而包銷商合理認為其就本集團整體而言屬或可能屬重大；
 - (f) 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 due to exceptional financial circumstances or otherwise; or
 - (f) 由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般交易；或
 - (2) 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, on Hong Kong, Bermuda, the PRC or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions) occurs which, in the reasonable opinion of the Underwriter, makes it inexpedient or inadvisable to proceed with the Rights Issue; or
 - (2) 市況出現任何重大不利變動(包括但不限於財政或貨幣政策、或外匯或貨幣市場出現變動、暫停或限制證券交易、對香港、百慕達、中國或與本集團或本集團任何成員公司有關的其他司法權區施加經濟制裁及貨幣狀況出現變動)，而包銷商合理認為其導致供股變為不宜或不智；或
- (3) the Company withdraws the Prospectus (and/or any other documents issued or used in connection with the Rights Issue) or the Rights Issue,
- (3) 本公司撤回供股章程(及／或就供股發行或使用的任何其他文件)或供股，

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.

包銷商有權於最後終止時限前通過向本公司送達書面通知終止包銷協議。

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

倘於最後終止時限前發生以下各項，包銷商有權以書面通知廢止包銷協議：

- (1) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (1) 包銷商獲悉包銷協議所載任何保證或承諾遭任何重大違反；或
- (2) any Specified Event comes to the knowledge of the Underwriter.
- (2) 包銷商獲悉任何特別事項。

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination. Upon giving of notice pursuant to the Underwriting Agreement, the obligations of the Underwriter and the Company under the Underwriting Agreement shall terminate forthwith.

包銷商應於最後終止時限前發出任何有關通知。經根據包銷協議發出通知後，包銷商及本公司於包銷協議項下之責任即告終止。

NO RECEIPT WILL BE GIVEN.

本公司將不另發收據。



Enerchina Holdings Limited
威華達控股有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 622)

20 February 2017

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus dated 20 February 2017 (the “**Prospectus**”) despatched to the shareholders of Enerchina Holdings Limited (the “**Company**”) in relation to the Rights Issue. Capitalised terms defined in the Prospectus have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every two (2) Shares held and registered in your name(s) as at 5 January 2017. Your registered holding of Shares as at 5 January 2017 is set out in Box A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B of the PAL.

No action has been taken to register or permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person 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 behalf an application for the Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents which may be required or observing any other formalities needed to be observed in such jurisdictions, and to pay taxes and duties required to be paid in any such jurisdiction in connection therewith. The Company reserves the right to refuse to accept or treat as invalid any application for Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

No provisional allotment of Rights Shares has been made to the Non-Qualifying Shareholders and no PAL nor EAF is being sent to them. The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information purposes only and the Prospectus should not be copied or redistributed. Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence and before dealings in the nil-paid Rights Shares end, if a premium (net of expenses) can be obtained. The proceeds from such sale, less expenses, of more than HK\$100 will be paid on pro-rata basis to the relevant Non-Qualifying Shareholders. In view of administrative costs, the Company will retain individual amounts of HK\$100 or less for its own benefit. Any unsold entitlements of the Non-Qualifying Shareholders and any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders will be made available for excess application on EAFs by the Qualifying Shareholders.

When issued, allotted and fully paid, the Rights Shares will rank *pari passu* in all respects among themselves and with the Shares 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 allotment of the fully-paid Rights Shares.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of the PAL intact in accordance with the instructions printed herein with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C of the PAL, so as to be received by no later than 4:00 p.m. on Monday, 6 March 2017. All remittances must be made by cheque(s) or cashier’s order(s) in Hong Kong dollars. Cheques must be drawn on an account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and **made payable to “Enerchina Holdings 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 the PAL and the Prospectus Documents and subject to the memorandum of association and the bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Share Registrar at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

It should be noted that unless the PAL, together with the appropriate remittance for the amount shown in Box C of the PAL, has been received as described above by no later than 4:00 p.m. on Monday, 6 March 2017 whether by the original allottee or any person in whose favour the rights have been validly transferred, the provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a PAL received as valid and binding on the person(s) by whom and on whose behalf the PAL is lodged even if such PAL is not duly 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.

* For identification purposes only



Enerchina Holdings Limited

威華達控股有限公司*

(於百慕達註冊成立之有限公司)

(股份代號：622)

敬啟者：

緒言

茲提述日期為2017年2月20日寄發予Enerchina Holdings Limited威華達控股有限公司(「本公司」)股東有關供股之章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞語於本通知書內具相同涵義。根據供股章程所載之條款及在其條件規限下，董事已按2017年1月5日登記於閣下名下每持有兩(2)股股份獲發一(1)股供股股份之基準向閣下暫定配發供股股份。閣下於2017年1月5日登記持有之股份總數載於暫定配額通知書甲欄，而閣下暫獲配發之供股股份數目載於暫定配額通知書乙欄。

本公司並無採取任何行動，以尋求在香港境外之任何司法權區登記或獲准提呈供股股份或派發有關供股之文件。除非在有關司法權區可毋須進行任何登記或遵守其他法例或規例而合法提呈有關要約或邀請，否則在香港境外之任何司法權區接獲供股章程或暫定配額通知書或額外供股股份申請表格之人士，概不應視之為申請認購供股股份之要約或邀請。有意以其名義申請供股股份之任何香港境外人士，均有責任確保其全面遵守所有相關司法權區之法例及規例，包括取得該等司法權區可能規定之任何政府或其他同意或辦理所需之任何其他手續，以及繳付任何該等司法權區規定應付之相關稅項及徵費。本公司在相信接納任何供股股份申請將觸犯任何司法權區之適用證券法例或其他法例或規例之情況下，保留拒絕接納有關申請或將有關申請視為無效之權利。

不合資格股東並無暫獲配發供股股份，且不會獲寄暫定配額通知書或額外供股股份申請表格。本公司將向不合資格股東寄發供股章程，僅供彼等參考，而供股章程乃不得複印或轉發。於未繳股款之供股股份開始買賣後及結束買賣前，若扣除開支後仍可取得溢價，將在可行情況下盡快安排原應暫定配發予不合資格股東之供股股份以未繳股款方式在市場出售。有關出售所得款項於扣除開支後如超過100港元，將按比例支付予相關不合資格股東。考慮到行政成本，本公司將為其自身利益保留100港元或以下之個別款額。不合資格股東於供股股份之任何未售配額以及暫定配發予合資格股東但未獲接納之任何供股股份，將可供合資格股東以額外供股股份申請表格作額外申請。

供股股份於已發行、配發及繳足後在各方面將彼此且與已發行股份享有同等權益。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日期或之後宣派、作出或派付之一切股息及分派。

接納手續

閣下如全數接納暫定配額，最遲須於2017年3月6日(星期一)下午四時正將暫定配額通知書按照其上印列之指示整份連同暫定配額通知書丙欄所載須於接納時繳足之全數股款送交股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以支票或銀行本票以港元支付。支票(必須由香港持牌銀行之賬戶開出)及銀行本票(必須由香港持牌銀行開出)須註明抬頭人為「Enerchina Holdings Limited — Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。有關付款將表示根據暫定配額通知書及章程文件之條款並在本公司組織章程大綱及公司細則之規限下接納供股股份暫定配額。概不會就股款發出收據。所有有關暫定配額通知書之查詢應寄往股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17M樓)。

敬請注意，除非如上文所述於2017年3月6日(星期一)下午四時正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暫定配額通知書連同暫定配額通知書丙欄所示之適當股款，否則本暫定配額及一切有關權利及權益將視為已遭拒絕而予以註銷。本公司並無責任但可全權酌情將所收到之暫定配額通知書視為有效，並對交回或委派他人交回暫定配額通知書之人士具有約束力，儘管有關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稍後將未填妥之暫定配額通知書填妥。

* 僅供識別

APPLICATION FOR EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for excess Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 6 March 2017. All remittances must be made by cheque(s) or cashier’s order(s) in Hong Kong dollars. Cheques must be drawn on an account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and **made payable to “Enerchina Holdings Limited — Excess Application Account”** and **crossed “ACCOUNT PAYEE ONLY”**.

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 the PAL to the transferee(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) of the PAL and lodge the PAL intact in accordance with the instructions printed herein together with a remittance for the full amount payable on acceptance as set out in Box C of the PAL with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 6 March 2017. 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 and the acceptance by the transferee(s) of such rights.

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 all or part of your rights to more than one person, the PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 24 February 2017 with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Share Registrar after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

TERMINATION OF THE UNDERWRITING AGREEMENT

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

- (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new 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 reasonable opinion of the Underwriter, materially and adversely affect 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 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 after the signing of the Underwriting Agreement 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 or the financial or trading position of the Group as a whole;
 - (c) any materially adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position 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 occurred after the signing of the Underwriting Agreement which would, in the reasonable opinion of the Underwriter, materially and adversely affect the business or the financial or trading position of the Group as a whole;
 - (e) the commencement by any third party of any litigation or claim against any member of the Group after the signing of the Underwriting Agreement which, in the reasonable opinion of the Underwriter, is or might be material to the Group taken as a whole;
 - (f) 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 due to exceptional financial circumstances or otherwise;
- (2) 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, on Hong Kong, Bermuda, the PRC or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions) occurs which, in the reasonable opinion of the Underwriter, makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Company withdraws the Prospectus (and/or any other documents issued or used in connection with the Rights Issue) or 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.

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

- (1) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) 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. Upon giving of notice pursuant to the Underwriting Agreement, the obligations of the Underwriter and the Company under the Underwriting Agreement shall terminate forthwith.

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

申請認購額外供股股份

閣下如為合資格股東，並欲申請認購暫獲配發以外之額外供股股份，必須將隨附之額外供股股份申請表格填妥及簽署，連同申請認購額外供股股份另須繳足之全數股款，於2017年3月6日(星期一)下午四時正前送交股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以支票或銀行本票以港元支付。支票(必須由香港持牌銀行之賬戶開出)及銀行本票(必須由香港持牌銀行開出)須註明抬頭人為「**Enerchina Holdings Limited — Excess Application Account**」，並以「**只准入抬頭人賬戶**」方式劃線開出。

轉讓配額

閣下如欲轉讓暫定配額通知書所示 閣下暫獲配發可認購供股股份之全部權利，須將轉讓及提名表格(表格乙)填妥及簽署，並將暫定配額通知書送交承讓權利之承讓人或經手轉讓權利之人士，而承讓人須將登記申請表格(暫定配額通知書表格丙)填妥及簽署，並於2017年3月6日(星期一)下午四時正前將暫定配額通知書整份連同暫定配額通知書丙欄所載須於接納時繳足之股款送交股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。敬請注意，轉讓 閣下可認購有關供股股份之權利及承讓人接納該等權利均須繳付香港從價印花稅。

分拆配額

閣下如僅欲接納部份暫定配額或轉讓本通知書所示 閣下暫獲配發可認購供股股份之部份權利，或將所有或部份權利轉讓予多於一名人士，須於2017年2月24日(星期五)下午四時三十分前將暫定配額通知書交回股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)予以註銷，股份過戶登記處將註銷原暫定配額通知書，並按所需面額發出新暫定配額通知書。新暫定配額通知書將於 閣下交回原暫定配額通知書後第二個營業日上午九時後在股份過戶登記處可供領取。

包銷協議之終止

倘於最後終止時限前任何時間發生以下各項，包銷商有權透過向本公司發出書面通知終止包銷協議所載之安排：

- (1) 包銷商合理認為，以下情況會對供股之成功構成重大不利影響：
 - (a) 於簽署包銷協議後推行任何新規例或現行法例或規例(或其司法詮釋)之任何修改或發生任何性質之其他情況，而包銷商合理認為其可能對本集團整體業務或財政或貿易狀況或前景構成重大不利影響，或對供股構成重大不利影響；
 - (b) 本地、國家或國際之政治、軍事、金融、經濟或其他性質之任何事件發生或有變動(不論是否屬於簽署包銷協議之後發生或持續發生之一連串事件或變動之一部分)，或屬於本地、國家或國際之敵對行為或武裝衝突爆發或升級，或影響本地證券市場，而包銷商合理認為可能對本集團整體業務或財政或貿易狀況構成重大不利影響；
 - (c) 於簽署包銷協議後本集團整體業務或財政或貿易狀況有任何重大不利變動；
 - (d) 於簽署包銷協議後發生任何天災、戰爭、暴亂、公眾騷亂、內亂、火災、洪水、爆炸、流行病、恐怖行動、罷工或閉廠停業，而包銷商合理認為其將對本集團整體業務或財政或貿易狀況造成重大不利影響；
 - (e) 於簽署包銷協議後任何第三方對本集團任何成員公司提出任何訴訟或索償，而包銷商合理認為其就本集團整體而言屬或可能屬重大；
 - (f) 由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般交易；或
- (2) 市況出現任何重大不利變動(包括但不限於財政或貨幣政策、或外匯或貨幣市場出現變動、暫停或限制證券交易、對香港、百慕達、中國或與本集團或本集團任何成員公司有關的其他司法權區施加經濟制裁及貨幣狀況出現變動)，而包銷商合理認為其導致供股變為不宜或不智；或
- (3) 本公司撤回供股章程(及/或就供股發行或使用的任何其他文件)或供股，包銷商有權於最後終止時限前通過向本公司送達書面通知終止包銷協議。

倘於最後終止時限前發生以下各項，包銷商有權以書面通知廢止包銷協議：

- (1) 包銷商獲悉包銷協議所載任何保證或承諾遭任何重大違反；或
- (2) 包銷商獲悉任何特別事項。

包銷商應於最後終止時限前發出任何有關通知。經根據包銷協議發出通知後，包銷商及本公司於包銷協議項下之責任即告終止。

倘包銷商或本公司終止包銷協議，供股將不會進行。倘包銷協議被包銷商或本公司終止，本公司將另行刊發公告。

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order lodged with the PAL is not honoured upon first presentation, the provisional allotment and all rights and entitlements given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of the PAL together with a cheque or a cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Share Registrar by ordinary post at your own risk on Tuesday, 14 March 2017. You will receive one share certificate for all the fully-paid Rights Shares allotted and issued to you.

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 ("**Bad Weather**") at any time before 12:00 noon and no longer in force after 12:00 noon on Monday, 6 March 2017, the latest time for acceptance of and the time for 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. If there is Bad Weather in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Monday, 6 March 2017, the latest time for acceptance of and the time for 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.

GENERAL

Lodgment of the PAL with, where relevant, the form of transfer and nomination (Form B) of the PAL purporting to have been signed by the person(s) in whose favour the 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 split letters of allotment and/or certificates for the Rights Shares. The PAL and any acceptance of the offer contained herein shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issues are available from the Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, during normal business hours.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting the forms accompanying the PAL, you agree to disclose to the Company, the Share 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 the Rights Share. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Share Registrar hold 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, the Company and the Share 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 at 25/F, China United Centre, 28 Marble Road, North Point, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,
By Order of the Board of
Enerchina Holdings Limited
Sam Nickolas David Hing Cheong
Chief Executive Officer and Executive Director

於發出有關通知後，包銷商於包銷協議項下之一切責任將告終止及終結(惟任何事先違反除外)，而包銷協議任何訂約方不得就包銷協議所產生或與之有關之任何事宜或事情向任何其他訂約方提出任何申索。倘若包銷商行使有關權利，則供股將不會進行。

支票或銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而該等股款賺取之利息(如有)將全數撥歸本公司所有。倘隨附暫定配額通知書送交之支票或銀行本票於首次過戶時未能兌現，有關暫定配額及據此賦予之所有權利及權益將視作已遭放棄而予以註銷。填妥及交回暫定配額通知書，連同暫獲配發供股股份繳款之支票或銀行本票，即表示認購人保證支票或銀行本票將於首次過戶時兌現。

股票

預期股份過戶登記處將於2017年3月14日(星期二)以平郵方式將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下承擔。閣下將會就所有配發及發行予閣下之繳足股款供股股份獲發一張股票。

惡劣天氣之影響

倘於2017年3月6日(星期一)中午十二時正前任何時間香港發出「黑色」暴雨警告信號或8號或以上熱帶氣旋警告信號(「惡劣天氣」)，而於當日中午十二時正後取消，接納供股股份及繳付股款和申請額外供股及繳付股款之最後時限將順延至同一個營業日下午五時正。倘於2017年3月6日(星期一)中午十二時至當日下午四時正期間任何時間香港出現惡劣天氣，接納供股股份及繳付股款和申請額外供股股份及繳付股款的最後時限將改期至該等信號並無於上午九時正至下午四時正期間生效之下一個營業日下午四時正。

一般事項

遞交暫定配額通知書及(倘若適用)由獲寄發人士簽署之轉讓及提名表格(暫定配額通知書表格乙)，將為最終擁有權證明，表示遞交有關文件之人士有權處理有關文件及接收分拆配額函件及/或供股股份之股票。暫定配額通知書及接納其所載之要約均須受香港法例管轄並按其詮釋。

如需進一步索閱載有供股詳情之供股章程，可於一般辦公時間內向股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)索取。

收集個人資料—暫定配額通知書

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、股份過戶登記處及/或其各自之顧問及代理披露個人資料及其所需有關閣下或閣下為其利益而接納暫獲配發供股股份之人士之任何資料。個人資料(私隱)條例賦予證券持有人權利，可確定本公司或股份過戶登記處是否持有其個人資料、索取有關資料之副本及更正任何不準確之資料。根據個人資料(私隱)條例，本公司及股份過戶登記處有權就處理任何查閱資料要求收取合理費用。就所有有關查閱資料或更正資料或查詢有關政策及慣例以及持有資料種類之要求而言，應致函本公司之主要營業地點(香港北角馬寶道28號華匯中心25樓)或本公司根據適用法例不時作出通知之地址，註明公司秘書收，或(視情況而定)致函股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)，註明私隱條例事務主任收。

此致

列位合資格股東 台照

承董事會命
威華達控股有限公司
行政總裁兼執行董事
沈慶祥
謹啟

2017年2月20日