



## Enerchina Holdings Limited

威華達控股有限公司\*

(Incorporated in Bermuda with limited liability)

(Stock Code: 622)

**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 APPLICATION  
BY NO LATER THAN  
4:00 P.M. ON MONDAY, 6 MARCH 2017**

### EXCESS APPLICATION FORM

Share Registrar:  
Computershare Hong Kong  
Investor Services Limited  
Shops 1712–1716, 17th Floor  
Hopewell Centre  
183 Queen's Road East  
Wan Chai, Hong Kong

Principal office in Hong Kong:  
25th Floor, China United Centre  
28 Marble Road, North Point,  
Hong Kong

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

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

\_\_\_\_\_

\_\_\_\_\_

Application can only be made by the Qualifying Shareholder(s) named here.

To: The Directors  
**ENERCHINA HOLDINGS LIMITED**

Dear Sirs and Madam,

I/We, being the Qualifying Shareholder(s) named above of the Shares, hereby irrevocably apply for \_\_\_\_\_ excess Rights Share(s) at the Subscription Price of HK\$0.265 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's order **in favour of "Enerchina Holdings Limited — Excess Application Account"** for HK\$\_\_\_\_\_ and **crossed "ACCOUNT PAYEE ONLY"** being the payment in full on application for the above number of excess Rights Share(s).

I/We hereby request you to allot such excess Rights Share(s) applied for, or any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above the certificate(s) for the number of excess Rights Share(s) as may be allotted to me/us in respect of this application and/or a cheque for any surplus application monies returnable to me/us. I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

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

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign)

Any payments for Rights Shares should be rounded up to 2 decimal points.

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

Cheque/cashier's order number: \_\_\_\_\_

Date: \_\_\_\_\_ 2017

Contact Telephone Number: \_\_\_\_\_

\* 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)

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)  
下午四時正前申請時全數繳足

香港主要辦事處：  
香港北角馬寶道28號  
華匯中心25樓

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

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

額外申請表格

合資格股東姓名及地址

\_\_\_\_\_

僅供此欄所列合資格股東申請

\_\_\_\_\_

致：威華達控股有限公司  
列位董事

敬啟者：

本人／吾等為名列上文之股份合資格股東，現不可撤回地以每股供股股份0.265港元之認購價申請認購 \_\_\_\_\_ 股額外供股股份，並附上註明抬頭人為「Enerchina Holdings Limited — Excess Application Account」，以「只准入抬頭人賬戶」劃線方式獨立開出之 \_\_\_\_\_ 港元支票或銀行本票，作為申請認購上述數目額外供股股份須全數支付之股款。

本人／吾等謹請 閣下配發該等所申請認購或任何較所申請認購數目為少之額外供股股份予本人／吾等，並將本人／吾等就此項認購申請可能獲配發之額外供股股份數目之證書及／或應退還予本人／吾等之任何多出之申請認購股款之支票，按上列地址以平郵方式郵寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白關於此項申請之配發由董事全權酌情作出。本人／吾等確悉本人／吾等未必可獲保證配發全部或任何部份所申請認購之額外供股股份。

本人／吾等承諾按照章程文件所載之條款，並在 貴公司之組織章程大綱及公司細則限制下接納可能配發予本人／吾等之額外供股股份數目。本人／吾等就任何獲配發之額外供股股份授權 閣下將本人／吾等之姓名列入 貴公司之股東名冊，作為該等供股股份之持有人。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
申請人簽署(所有聯名申請人均須簽署)

供股股份之任何股款應向上調整至兩個小數點。

支票／銀行本票之付款銀行名稱：\_\_\_\_\_

支票／銀行本票號碼：\_\_\_\_\_

日期：二零一七年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

聯絡電話號碼：\_\_\_\_\_

\* 僅供識別

## IMPORTANT

**THIS EXCESS APPLICATION FORM (“EAF”) IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED OVERLEAF WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON MONDAY, 6 MARCH 2017.**

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

**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 this Form, 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 Form. A copy of each of the Prospectus Documents and 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.**

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

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

## 重要提示

本表格具有價值，但不可轉讓，並僅供背頁列名並擬根據供股申請認購其獲暫定配發之配額以外之額外供股股份之合資格股東使用。申請須於**2017年3月6日(星期一)**下午四時正前送達。

閣下對本表格任何方面或應採取之行動如有任何疑問，應諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

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本表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不就因本表格全部或任何部份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。章程文件及於供股章程附錄三「13.送呈公司註冊處處長之文件」一段所述文件之副本，已依據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定向香港公司註冊處處長註冊。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。

股份買賣可以透過中央結算及交收系統進行交收。閣下應諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情及該等安排對閣下享有之權利與權益之影響。

除文義另有所指外，本表格內所用詞語與威華達控股有限公司所刊發日期為**2017年2月20日**之章程(「供股章程」)所界定者具有相同涵義。

This EAF should be completed and lodged, together with payment by a cheque or a cashier's order in respect of HK\$0.265 per excess Rights Share 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, Wan Chai, 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 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"**. Completion and return of this EAF together with a cheque or cashier's order in payment for the excess Rights Share(s) which are the subject of this EAF will constitute a warranty by the applicant(s) that such cheque or cashier's order will be honoured on first presentation. All cheques and 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. If the cheque or cashier's order does not meet all the remittance requirements stated in this EAF or is not honoured on first presentation, the application for excess Rights Share(s) is liable to be rejected.

The Prospectus Documents are not intended to be registered under the applicable securities legislation of any jurisdiction other than Hong Kong. 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 this 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 excess 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 jurisdiction, 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 excess Rights Shares where it believes in doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from the Non-Qualifying Shareholders.

You will be notified of any allotment of excess Rights Share(s) made to you. If no excess Rights Share(s) are allotted to you, it is expected that the amount tendered on application will be refunded to you in full without interest by means of a cheque despatched by ordinary post to you to the address shown in this EAF on or before Tuesday, 14 March 2017 at your own risk. If the number of excess Rights Share(s) allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you by means of a cheque despatched by ordinary post to you to the address shown in this EAF, without interest, on or before Tuesday, 14 March 2017, at your own risk. Any such cheque will be drawn in favour of the applicant(s) named on this EAF. It is expected that share certificates in respect of the Rights Shares will be sent by ordinary post to the address shown in this EAF at your own risk on or before Tuesday, 14 March 2017. You will receive one share certificate for all the fully-paid Rights Shares allotted and issued to you.

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

**It should be noted that the Rights Shares will be dealt in their nil-paid form from 9:00 a.m. on Wednesday, 22 February 2017 to 4:00 p.m. on 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 Share 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 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;

本額外申請表格必須填妥，連同以每股供股股份0.265港元計算之應繳股款支票或銀行本票，最遲於2017年3月6日(星期一)下午四時正前送達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。所有股款須以港元繳付，支票及銀行本票須由香港之持牌銀行賬戶及以「只准入抬頭人賬戶」方式劃線開出，並須註明抬頭人為「Enerchina Holdings Limited – Excess Application Account」。填妥及交回本額外申請表格連同繳付按本額外申請表格所申請額外供股股份之股款支票或銀行本票，即構成申請人作出之一項保證，保證該支票或銀行本票於首次過戶時將會兌現。所有支票及銀行本票將於收訖後過戶，而所有股款所賺取之利息(如有)將撥歸本公司所有。倘支票或銀行本票不符合本額外申請表格所述的所有匯款要求，或在首次過戶時未能兌現，則額外供股股份之申請即不會受理。

章程文件不擬根據香港境外任何司法權區之適用證券法例進行登記。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本額外申請表格之人士，概不應視之為申請認購額外供股股份之要約或邀請。有意以其名義申請額外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額外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。概不會接納不合資格股東之供股股份申請。

閣下將獲通知獲配發之額外供股股份數目。倘閣下不獲配發任何額外供股股份，則申請認購額外供股股份時已繳之股款將會以支票(不計利息)全數退還予閣下，退款支票預計於2017年3月14日(星期二)或之前以平郵方式寄往本額外申請表格所示閣下之地址，郵誤風險概由閣下自行承擔。倘閣下獲配發之額外供股股份數目少於申請認購之數目，則多繳之股款將會以支票(不計利息)退還予閣下，退款支票預計於2017年3月14日(星期二)或之前以平郵方式寄往本額外申請表格所示閣下之地址，郵誤風險概由閣下自行承擔。任何上述支票均將以名列本額外申請表格之申請人為抬頭人。供股股份之股票預期於2017年3月14日(星期二)或之前以平郵方式寄往本額外申請表格所示閣下之地址，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。

本額外申請表格及據此提出之所有申請均須受香港法例管轄並按其詮釋。

敬請注意，供股股份將於2017年2月22日(星期三)上午九時至2017年3月1日(星期三)下午四時(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) 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; or
- (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.

**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.**

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

- (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。

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。

**每份申請須隨附一張獨立支票或銀行本票  
本公司將不另發收據**