

The whole of this document must be returned to be valid.

本文件必須整份交回方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus (the “Prospectus”) issued by Century Ginwa Retail Holdings Limited (the “Company”) dated 23 April 2018 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

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 EXPIRES AT 4:00 P.M. ON TUESDAY, 8 MAY 2018.

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

Dealings in the Shares may be settled through CCASS operated by Hong Kong Securities Clearing Company Limited (“HKSCC”) and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed “15. Documents delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, The Stock Exchange of Hong Kong Limited and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of the Prospectus Documents or any other documents referred to above.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (“Stock Exchange”) and HKSCC take no responsibility for the contents of this document, 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 document.

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange and 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 commencement date of dealings in the Rights Shares in 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.

茲提述世紀金花商業控股有限公司(「本公司」)就供股所刊發日期為二零一八年四月二十三日之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙在本通知書內具有相同涵義。

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外供股股份申請表格所載之要約之有效期於二零一八年五月八日(星期二)下午四時正屆滿。

閣下如對本暫定配額通知書之任何方面或應採取之行動有任何疑問，或如已出售或轉讓閣下全部或部分本公司股份，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

股份之交易可透過香港中央結算有限公司(「香港結算」)管理之中央結算系統結算。有關該等結算之安排以及該等安排對閣下權利及權益可能造成之影響，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各供股章程文件連同供股章程附錄三「15.送呈香港公司註冊處處長之文件」一段所述文件，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條向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任何供股章程文件或上述任何其他文件之內容概不負責。

香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)及香港結算對本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。

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，以及符合香港結算之股份收納規定後，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各自在聯交所開始買賣日期或香港結算決定之其他日期起，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。所有在中央結算系統內進行之活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Form A
表格甲

Hong Kong Branch Share
Registrar and Transfer
office:

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

香港股份過戶登記分處：
卓佳雅柏勤有限公司
香港
皇后大道東183號
合和中心
22樓



(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 162)

(股份代號：162)



Registered Office:
註冊辦事處：
Clarendon House,
2 Church Street,
Hamilton HM11,
Bermuda

Principal place of business
in Hong Kong:
香港主要營業地點：
Unit 301, 3/F,
OfficePlus@Wan Chai
303 Hennessy Road,
Wanchai,
Hong Kong
香港
灣仔
軒尼詩道303號
協成行灣仔中心
3樓301室

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE
FOR EVERY ONE (1) SHARE HELD ON THE RECORD DATE
AT HK\$0.38 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE**

BY NO LATER THAN 4:00 P.M. ON TUESDAY, 8 MAY 2018

按於記錄日期每持有一(1)股股份可獲發一(1)股供股股份之基準

按每股供股股份0.38港元之價格進行供股

股款須於接納時(不遲於二零一八年五月八日(星期二)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER ("PAL")

暫定配額通知書(「暫定配額通知書」)

23 April 2018
二零一八年四月二十三日

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/名稱及地址

| | |
|--|--|
| | |
|--|--|

Total number of Shares registered in your name(s) on Friday, 20 April 2018
於二零一八年四月二十日(星期五)登記於閣下名下之股份總數

Box A
甲欄

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|--|--|

Number of Shares provisionally allotted to you, subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 8 May 2018
暫定配發予閣下之股份數目，股款須不遲於二零一八年五月八日(星期二)下午四時正接納時繳足

Box B
乙欄

| | |
|--|--|
| | |
|--|--|

Total subscription monies payable in full upon acceptance
須於接納時繳足之認購股款總額

Box C
丙欄

| | |
|--|--|
| | |
|--|--|

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

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

Please insert your contact telephone
number here:
請在此填上閣下之聯絡電話：

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARES, HONG KONG 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 STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT. 在轉讓認購供股股份之權利時，每項買賣雙方均須繳付香港印花稅。除出售之外，饋贈或轉讓實益擁有之權益亦須繳付香港印花稅。在本文件所指之任何供股股份權利轉讓登記之前，須出示已繳付香港印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised in Box B of form A)
(僅供有意轉讓表格甲中乙欄所列其認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
Century Ginwa Retail Holdings Limited
致：世紀金花商業控股有限公司
列位董事 台照

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

敬啟者：
本人/吾等謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

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

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

Date: _____ 2018 日期：二零一八年 _____ 月 _____ 日

Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.
有關轉讓供股股份之認購權時須支付香港印花稅。

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 Shares has/have been transferred)
(僅供已獲轉讓認購供股股份之權利之人士填寫及簽署)

To: The Directors
Century Ginwa Retail Holdings Limited
致：世紀金花商業控股有限公司
列位董事 台照

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

敬啟者：
本人/吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/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之條款，並在貴公司之公司細則之規限下接納此等股份。

| | | | | | |
|---|--|-------------------|-----------------------------|--|---------------|
| | | | | Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號 | |
| To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。 Names of Chinese applicants must be given both in English and in Chinese characters. 華裔申請人須填寫中英文姓名。 | | | | | |
| Name in English 英文姓名 | Family name or Company name 姓氏或公司名稱 | Other names 名字 | Name in Chinese 中文姓名 | | |
| Name continuation and/or name(s) of joint applicant(s) (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 the address of the first-named applicant only) 英文地址(聯名申請人僅須填寫排名首位之申請人地址) | | | | | |
| Occupation 職業 | | | Tel. No. 電話號碼 | | |
| Dividend Instructions 股息指示 | | | | | |
| Name and address of bank 銀行名稱及地址 | | | Bank Account no. 銀行賬戶號碼 | | |
| | | | BANK 銀行 | BRANCH 分行 | ACCOUNT 賬戶 |
| | | | | | |
| | | | Bank account type 銀行賬戶類型 | | |

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

Signature(s) of applicants (all joint applicant(s) must sign)
申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2018 日期：二零一八年 _____ 月 _____ 日

Hong Kong Stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
有關接納認購供股股份之權利時須支付香港印花稅。

TO ACCEPT THIS PROVISIONAL ALLOTMENT IN FULL, YOU MUST LODGE THIS ORIGINAL DOCUMENT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE TRICOR ABACUS LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C OF FORM A ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON TUESDAY, 8 MAY 2018. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "CENTURY GINWA RETAIL HOLDINGS LIMITED-RIGHTS ISSUE ACCOUNT" AND MUST BE CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT ON THE PAGE ATTACHED TO THIS PAL. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

It should be noted that the Underwriting Agreement in respect of the Rights Issue contains provisions entitling the Underwriter to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:30 p.m. on Wednesday, 9 May 2018 if:

- (i) the occurrence of the following events would, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:
 - (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;
 - (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 political, military, financial, economic, currency or other nature (whether or not sui 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
 - (c) the occurrence of any change in market conditions or combination of circumstances in Hong Kong (including without limitation, any change in any stock market, any change in fiscal or money policy, or foreign exchange or currency markets, suspension or material restrict or trading in securities) which in the absolute opinion of the Underwriter materially prejudicially affects the Rights Issue and make it inadvisable or inexpedient to proceed therein;
- (ii) any change occurs in the circumstances of the Company or any member of the Group which would materially and adversely affect the prospects of the Group as a whole;
- (iii) the Company commits any breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement;
- (iv) the Underwriter shall receive notification pursuant to the Underwriting Agreement, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would in any respect be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall in its reasonable opinion determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or
- (v) the Company shall, after any matter or event referred to in the Underwriting Agreement has occurred or come to the attention of the Underwriter, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of 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 further announcement will be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

It should be noted that the Shares have been dealt with on an ex-rights basis on Thursday, 12 April 2018. Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 25 April 2018 to Thursday, 3 May 2018 (both days inclusive). If the conditions of the Rights Issue are not fulfilled on or before 4:30 p.m. on Wednesday, 9 May 2018 (or such other date as the Company and the Underwriter may agree in writing), or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed. Any persons dealing in the Rights Shares in their nil-paid form during the period from Wednesday, 25 April 2018 to Thursday, 3 May 2018 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers.

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

閣下如欲接納全部暫定配額，須將本文件正本連同以港元繳付上列表格甲丙欄所示數額之全部款項(以支票或銀行本票形式)，不遲於二零一八年五月八日(星期二)下午四時正前送交本公司香港股份過戶登記分處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支付，且支票須由香港持牌銀行賬戶開出，或銀行本票須由香港持牌銀行發出，並註明抬頭人為「**CENTURY GINWA RETAIL HOLDINGS LIMITED-RIGHTS ISSUE ACCOUNT**」，並以「**只准入抬頭人賬戶**」方式劃線開出。有關轉讓及分拆之指示載於本暫定配額通知書附頁。本公司將不會就該等股款發出收據。

務請注意，有關供股之包銷協議載有條文，倘發生以下事件，則包銷商有權於二零一八年五月九日(星期三)下午四時三十分前任何時間以書面方式通知本公司以終止包銷協議：

- (i) 發生下列事件，包銷商合理認為將對本集團整體業務、財務或貿易狀況或前景構成重大不利影響，或使本公司或包銷商進行供股變為不當或不智：
 - (a) 頒佈任何新法律或規例或更改現有法律或規例(或其司法詮釋)或發生其他任何性質之事件；
 - (b) 發生任何政治、軍事、金融、經濟、貨幣或其他性質(不論是否與上述各項同屬一類，亦不論是否任何地區、國家或國際間爆發敵對或武裝衝突或此等事件升級)之本地、國家或國際事件或變動(不論是否屬於包銷協議日期前及／或其後發生或持續之一連串事件或變動之一部份)；或
 - (c) 香港發生任何市況變動或同時發生任何情況(包括但不限於任何股票市場變動、任何財政或貨幣政策或外匯或貨幣市場變動或者證券買賣中止或受嚴重限制)，包銷商全權認為對供股構成重大損害，並使進行供股變為不智或不當；
- (ii) 本公司或本集團任何成員公司之情況發生任何變動，將對本集團整體前景構成重大不利影響；
- (iii) 本公司違反或未有遵守其根據包銷協議訂明承擔之任何義務或承諾；
- (iv) 包銷商根據包銷協議獲通知或透過其他途徑獲悉包銷協議所載之任何陳述或保證於作出時為失實或不準確，或於按照包銷協議規定覆述時將於任何方面為失實或不準確，而包銷商合理認為該等失實陳述或保證構成或可能構成本集團整體業務、財務或貿易狀況或前景之重大不利變動，或可能對供股構成其他重大不利影響；或
- (v) 於包銷協議所述事宜或事件發生或獲包銷商知悉後，本公司未能按包銷商可能合理要求之方式(及(如適用)內容)及時發表公佈或通函(於寄發供股章程文件後)，以防止本公司之證券出現虛假市場。

於發出有關通知後，包銷商於包銷協議下之所有義務將告失效及終止(與任何先前違反包銷協議有關者除外)，而包銷協議之訂約各方概不得就因包銷協議而產生或與包銷協議有關之任何事宜或事項向任何其他訂約方提出任何申索。倘包銷商行使有關權利，則供股將不會進行。倘包銷商終止包銷協議，本公司將另行發出公告。

務請注意，股份已於二零一八年四月十二日(星期四)按除權基準買賣。以未繳股款形式買賣供股股份將由二零一八年四月二十五日(星期三)至二零一八年五月三日(星期四)(包括首尾兩日)進行。倘供股條件未能於二零一八年五月九日(星期三)下午四時三十分(或本公司與包銷商可能以書面方式協定之其他日期)或之前達成，或包銷商終止包銷協議，則供股將不會進行。於二零一八年四月二十五日(星期三)至二零一八年五月三日(星期四)(包括首尾兩日)期間以未繳股款形式買賣供股股份之任何人士，須承擔供股可能無法成為無條件或可能不會進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士應諮詢其本身之專業顧問。

每份申請須隨附獨立開出之支票或銀行本票

本公司將不會發出收據。