

IMPORTANT

重要提示

If you are in any doubt as to any aspect of this document or as to the action to be taken, or if you have sold all or part of your shares in Hao Tian International Construction Investment Group Limited (the “Company”), you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

閣下如對本文件任何方面或應採取的行動有任何疑問，或閣下如已售出閣下名下所有或部份昊天國際建設投資集團有限公司（「本公司」）的股份，應諮詢閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

**THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 1 AUGUST 2018.**

此乃有價值及可轉讓的文件，敬請閣下即時處理。本文件所載的要約及隨附的額外供股股份申請表格在二零一八年八月一日（星期三）下午四時正截止。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) and Hong Kong Securities Clearing Company Limited (“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.

香港交易及結算有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本文件的內容概不負責，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份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System (“CCASS”) operated by HKSCC and you should consult your 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.

本公司股份的買賣可透過由香港結算營運的中央結算及交收系統（「中央結算系統」）交收。閣下就該等交收安排的詳情及該等安排如何影響閣下的權利及權益，應諮詢閣下的持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this provisional allotment letter, together with a copy of the rights issue prospectus of the Company dated 17 July 2018 (the “Prospectus”) and the related form of application for excess Rights Shares have been registered by 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 and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents.

本暫定配額通知書，連同本公司日期為二零一八年七月十七日的供股章程（「供股章程」）及有關額外供股股份申請表格，已按照香港法例第32章公司（清盤及雜項條文）條例第342C條的規定，向香港公司註冊處處長登記。香港公司註冊處處長及香港證券及期貨事務監察委員會對任何該等文件的內容概不負責。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement date of dealings in the Rights Shares in their nil-paid and fully-paid forms 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.

待未繳股款及繳足股款的供股股份獲准在聯交所上市及買賣，並符合香港結算的股份收納規定後，該等未繳股款及繳足股款的供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款的供股股份各自的開始買賣日期或香港結算釐定的其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行的交易須於其後第二個交易日在中央結算系統進行交收。所有在中央結算系統內進行的活動均須按照不時生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進行。

Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

除文義另有所指外，供股章程所界定的詞彙與本通知書所採用者具有相同涵義。

**TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY’S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, TRICOR INVESTOR SERVICES LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN’S ROAD EAST, HONG KONG TOGETHER WITH A CHEQUE OR A BANKER’S CASHIER ORDER IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 1 AUGUST 2018. CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER’S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO “HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — RIGHTS ISSUE ACCOUNT” AND CROSSED “ACCOUNT PAYEE ONLY”. INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.**

閣下如欲接納本文件中列明的全部暫定配額，必須最遲於二零一八年八月一日（星期三）下午四時正將本文件整份連同下列丙欄所示港元款額的支票或銀行本票交回本公司的香港股份過戶登記分處卓佳證券登記有限公司，地址為香港皇后大道東183號合和中心22樓。支票必須由香港持牌銀行的銀行賬戶開出，而銀行本票必須由香港的持牌銀行發出，並註明抬頭人為「HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — RIGHTS ISSUE ACCOUNT」，及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆的指示均載於背頁。

**HAO TIAN INTERNATIONAL  
CONSTRUCTION INVESTMENT GROUP LIMITED  
昊天國際建設投資集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

*(於開曼群島註冊成立之有限公司)*

**(Stock Code 股份代號: 1341)**

**RIGHTS ISSUE OF 1,200,000,000 RIGHTS SHARES AT HK\$0.15 EACH  
ON THE BASIS OF ONE(1) RIGHTS SHARE FOR EVERY TWO(2) SHARES  
HELD ON THE RECORD DATE**

按於記錄日期每持有兩(2)股股份  
獲發一(1)股供股股份之基準  
以每股0.15港元之價格發行1,200,000,000股供股股份進行供股

**PROVISIONAL ALLOTMENT LETTER**

暫定配額通知書

*Hong Kong branch share  
registrar and transfer office:*  
Tricor Investor Services Limited  
Level 22, Hopewell Centre,  
183 Queen's Road East,  
Hong Kong

香港股份過戶  
登記分處：  
卓佳證券登記有限公司  
香港  
皇后大道東183號  
合和中心22樓

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

*Place of business in Hong Kong:*  
Rooms 4917-4932, 49/F.  
Sun Hung Kai Centre  
30 Harbour Road  
Wanchai  
Hong Kong

香港營業地點：  
香港  
灣仔  
港灣道30號  
新鴻基中心  
49樓4917-4932室

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

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Total number of Shares registered in your  
name(s) on Monday, 16 July 2018  
在二零一八年七月十六日(星期一)  
以閣下名義登記的股份總數

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BOX A  
甲欄

Number of Rights Shares provisionally  
allotted to you subject to payment in full on  
acceptance by not later than 4:00 p.m. on  
Wednesday, 1 August 2018

暫定配發予閣下的供股股份數目，  
股款須最遲於二零一八年八月一日(星  
期三)下午四時正接納時繳足

BOX B  
乙欄

Total subscription monies payable in full  
on acceptance

接納時應繳足的認購股款總額

BOX C  
丙欄

  

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Contact Telephone no.:  
聯絡電話號碼：

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

No person receiving a provisional allotment letter for Rights Shares in any jurisdiction other than Hong Kong may treat it as an offer or an invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation to apply for the Rights Shares could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself, before exercising any rights to subscribe for the Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares if it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

It shall be noted that if, prior to the Latest Time for Termination:

- (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 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; 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 any of the Underwriters materially and adversely affect 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 or 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) any change in the circumstances of the Company or any member of the Group occurs 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 member of the Group or the destruction of any material asset of the Group; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lockout which, in the absolute opinion of the Underwriter, is likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter occurs which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, 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 15 consecutive business days occurs, excluding any halt or suspension in connection with the clearance of the Joint Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (viii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise,  
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 will also be entitled by notice in writing 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 contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
  - (ii) any Specified Event comes to the knowledge of the Underwriter.

If prior to the Latest Time for Termination, any such notice as referred to above is given by the Underwriter, the obligations of the parties under the Underwriting Agreement shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

It should be noted that the Rights Issue is conditional, inter alia, upon the fulfilment of the conditions set out under the paragraph headed "The Underwriting Agreement — Conditions of the Rights Issue" of the Prospectus. Accordingly, the Rights Issue may or may not proceed. The Shares have been dealt in on an ex-rights basis from Friday, 6 July 2018. The Rights Shares will be dealt in their nil-paid form from Thursday, 19 July 2018 to Friday, 27 July 2018 (both days inclusive). If the conditions of the Rights Issue are not fulfilled or if the Underwriting Agreement is terminated or rescinded (as the case may be) by the Underwriter, the Rights Issue will not proceed. Any Shareholder or other person dealing in Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Thursday, 19 July 2018 to Friday, 27 July 2018 (both days inclusive) will bear the risk that the Rights Issue may not become unconditional or may not proceed. If in any doubt, Shareholders and potential investors are recommended to consult their professional advisers. Shareholders and potential investors should exercise caution in dealing in the securities of the Company.

在香港以外任何司法權區接獲供股股份的暫定配額通知書的任何人士，概不得將之視為申請供股股份的要約或邀請，除非在有關司法權區內在毋須遵守任何登記或其他法律或監管規定的情況下，可合法作出該項供股股份要約或邀請。香港境外的任何人士如欲為其本身申請供股股份，則有責任在行使認購供股股份的任何權利前確保已就此遵守所有有關司法權區的法律及法規，包括取得任何政府或其他同意，以及就此繳付該司法權區規定繳納的任何稅項及徵稅。倘本公司相信接納供股股份的申請將違反任何司法權區適用的證券或其他法律或法規，則本公司保留拒絕接納任何該等供股股份申請的權利。

務請注意，倘於最後終止時限前：

- (i) 包銷商全權認為，供股之成功進行將因下列各項而受到重大不利影響：
  - (a) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故(不論其性質為何)，而包銷商全權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，或就供股而言屬重大不利；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(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在包銷協議日期之前及／或之後所發生或持續發生之一連串事件或變動之其中一部份)，或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化，或發生可影響當地證券市場之事件，而任何包銷商全權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，或令供股之成功受到重大不利影響，或基於其他理由導致進行供股為不恰當或不明智；或
- (ii) 市況出現任何不利變動(包括但不限於金融或貨幣政策或外匯或貨幣市場之任何變動、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構成重大不利影響，或基於其他理由導致進行供股為不恰當或不明智；或
- (iii) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為會令本公司之前景受到不利影響，包括(在不限制上文所述各項一般性原則下)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發生類似事件，或本集團任何重大資產被摧毀；或
- (iv) 任何不可抗力事件，包括(在不限制其一般性原則下)任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商全權認為可能對供股之成功構成重大不利影響，或基於其他理由導致進行供股為不恰當或不明智；或
- (v) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (vi) 任何事件倘於緊接供股章程日期前發生或發現，但並無於供股章程內披露，即構成包銷商全權認為對供股而言屬重大遺漏者；或
- (vii) 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續15個營業日，惟不包括有待批准刊發聯合公告或章程文件或有關供股之其他公告或通函而暫停買賣；或
- (viii) 聯交所因特殊金融情況或其他理由而中止、暫停或嚴格限制股份買賣，包銷商將有權於最後終止時限前向本公司發出書面通知終止包銷協議。倘最後終止時限前發生以下情況，包銷商亦將有權發出書面通知以撤銷包銷協議：
  - (i) 包銷商得知包銷協議所載任何陳述、保證或承諾遭到任何重大違反；或
  - (ii) 包銷商得知發生任何特定事件。

倘於最後終止時限前，包銷商發出有關上述之任何通知，則訂約各方於包銷協議項下之責任將隨即終止，而除與任何先前違反有關者外，任何一方均不可就成本、損害賠償、補償或其他事宜向另一方提出申索。務請注意，供股須待(其中包括)供股章程內「包銷協議—供股之條件」一段所載條件達成後，方可作實。因此，供股不一定會進行。股份已自二零一八年七月六日(星期五)起按除權基準買賣。供股股份將於二零一八年七月十九日(星期四)至二零一八年七月二十七日(星期五)(包括首尾兩日)以未繳股款形式買賣。倘供股條件未能達成或倘包銷商終止或撤銷(視情況而定)包銷協議，供股將不會進行。在供股之所有條件達成日期(及包銷商終止包銷協議之權利終止日期)之前買賣股份之任何股東或其他人士，以及在二零一八年七月十九日(星期四)至二零一八年七月二十七日(星期五)(包括首尾兩日)期間買賣未繳股款供股股份之任何人士，將承擔供股不一定成為無條件或不一定進行之風險。股東及有意投資者如有任何疑問，請諮詢本身之專業顧問。股東及有意投資者於買賣本公司證券時務請審慎行事。

**NO RECEIPT WILL BE GIVEN.**

所有繳款將不另發收據。

IN THE EVENT OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在以本文件提出任何轉讓供股股份配額時，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有的權益亦須繳付從價印花稅。在以本文件提出任何登記轉讓供股股份配額前，須出示已繳付從價印花稅的證明。

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/its/their right(s) to subscribe for the Rights Shares comprised herein)

(只供擬轉讓本暫定配額通知書所列彼／其／彼等全部供股股份認購權利的合資格股東填寫及簽署)

To: The Directors,  
**Hao Tian International Construction Investment Group Limited**

致：昊天國際建設投資集團有限公司  
列位董事

Dear Sirs,

I/We<sup>#</sup> hereby transfer all of my/our<sup>#</sup> rights to subscribe for the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人／吾等<sup>#</sup>謹將本暫定配額通知書所列本人／吾等<sup>#</sup>的全部供股股份認購權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)的該(等)人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

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

Date 日期：\_\_\_\_\_, 2018

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.

附註：轉讓閣下的供股股份認購權利須繳付香港印花稅。

**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 are being transferred)  
(只供承讓供股股份認購權利的人士填寫及簽署)

To: The Directors,  
**Hao Tian International Construction Investment Group Limited**

致：昊天國際建設投資集團有限公司  
列位董事

Dear Sirs,

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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：

本人／吾等#謹請閣下將表格甲內乙欄所列的供股股份數目登記在本人／吾等#名下。本人／吾等#同意依照本暫定配額通知書及隨附供股章程所載條款，並在貴公司的組織章程大綱及細則的規限下接納此等供股股份。

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。			
Name in English 英文姓名	Family Name or Company Name 姓氏名稱或公司名稱	Other Names 名字	Name in Chinese 中文姓名
Name Continuation and/or Name(s) of Joint Applicants 姓名(續)及／或聯名 申請人姓名			
Address in English 英文地址 <small>(Joint applicants should give the address of the first-named applicant only) (聯名申請人只須填報排名首位的申請人的地址)</small>			
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	Bank Account No. 銀行賬戶號碼		
	Bank 銀行	Branch 分行	Account 賬戶

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

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

Date 日期：\_\_\_\_\_, 2018

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.  
填妥此表格後，承讓人須繳付從價印花稅。

**HAO TIAN INTERNATIONAL  
CONSTRUCTION INVESTMENT GROUP LIMITED**  
**昊天國際建設投資集團有限公司**  
*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 1341)**

17 July 2018

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus of the Company dated 17 July 2018 (the “Prospectus”) despatched to Qualifying Shareholders, the Directors have provisionally allotted to you Rights Shares on the basis of 1 Rights Share for every 2 Shares of HK\$0.01 each in the Company registered in your name as at the close of business on Monday, 16 July 2018 (the “Record Date”) at HK\$0.15 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

No action has been or will be taken to permit the offering of the Rights Shares or the distribution of the Prospectus, the provisional allotment letter and the form of application for excess Rights Shares in any jurisdiction other than Hong Kong. The Company will send copies of the Prospectus to Non-Qualifying Shareholders, if any, but the Company will not send any provisional allotment letter or form of application for excess Rights Shares to Non-Qualifying Shareholders. If however there are Non-Qualifying Shareholders, 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 reasonably practicable after dealings in the nil-paid Rights Shares commence and before dealings in nil-paid Rights Shares end, if a premium (net of expenses) can be obtained. Any net proceeds of sale of the nil-paid Rights Shares, after deduction of expenses, will be distributed in Hong Kong dollars to Non-Qualifying Shareholders according to their respective entitlements on the Record Date, except that any individual amounts of HK\$100 or less will be retained for the use and benefit of the Company. Rights Shares which would otherwise have been provisionally allotted to Non-Qualifying Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess application by applicants using the accompanying form of application for excess Rights Shares subject to and in accordance with the terms of such form of application for excess Rights Shares.

The Rights Shares, when allotted, issued and fully-paid, will rank *pari passu* in all respects with the Shares then 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 after the date of allotment and issue of the Rights Shares.

**PROCEDURE FOR ACCEPTANCE**

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company’s Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong (the “Registrar”) together with a cheque or a banker’s cashier order for the full amount payable on acceptance of the number of Rights Shares provisionally allotted to you as set out in Box C, so as to be received by not later than 4:00 p.m. on Wednesday, 1 August 2018. All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — RIGHTS ISSUE ACCOUNT” and crossed “Account Payee Only”.

It should be noted that unless this provisional allotment letter, together with the appropriate remittance for the amount shown in Box C, have been physically received as described above by not later than 4:00 p.m. on Wednesday, 1 August 2018, whether by the original allottee or any person in whose favour the provisional allotment has been validly transferred, that provisional allotment and all rights 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 may, at its sole 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.

**EXCESS RIGHTS SHARES**

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying form of application for excess Rights Shares as indicated thereon 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 Registrar by not later than 4:00 p.m. on Wednesday, 1 August 2018 or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — EXCESS APPLICATION ACCOUNT” and crossed “Account Payee Only”. The Directors will allocate the excess Rights Shares at their discretion on a pro rata basis in proportion to the number of excess Rights Shares being applied for under each application. No preference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders. No preference will be given to applications to topping up odd lot holdings to whole lot holdings.



## **TRANSFER**

If you wish to transfer all of your Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this provisional allotment letter to the person(s) to or through whom you are transferring your Rights Shares. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Wednesday, 1 August 2018. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

## **SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you under this provisional allotment letter or to transfer all or part of your rights to more than one person to subscribe for the Rights Shares provisionally allotted under this provisional allotment letter, this original provisional allotment letter must be surrendered and lodged for cumulation by not later than 4:30 p.m. on Tuesday, 24 July 2018 to the Registrar, who will cancel this original provisional allotment letter and issue new provisional allotment letter(s) in the denomination(s) required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day.

## **CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders for the Rights Shares will be presented for payment immediately following receipt and all interest earned on such monies, if any, will be retained for the use and benefit of the Company. If any cheque or cashier's order is dishonoured on first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

## **CERTIFICATES FOR RIGHTS SHARES**

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those Qualifying Shareholders or their transferees who have paid for and have accepted the Rights Shares, at such persons' risk on or before Thursday, 9 August 2018.

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

It should be noted that the Underwriter may terminate the Underwriting Agreement at any time prior to the Latest Time for Termination under certain events as detailed in the section headed "Termination of the Underwriting Agreement" in the Prospectus. If the Underwriting Agreement is terminated by the Underwriter on or before the aforesaid deadline or does not become unconditional, the Rights Issue will not proceed.

## **EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE**

The Latest Time for Acceptance will not take place at 4:00 p.m. on Wednesday, 1 August 2018 if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning, if such circumstances are:

1. in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the same day as the Latest Time for Acceptance. The Latest Time for Acceptance will not take place on the Latest Time for Acceptance (i.e. 4:00 p.m.) but will be extended to 5:00 p.m. on the same business day instead; or
2. in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the same day as the Latest Time for Acceptance. The Latest Time for Acceptance will not take place on the Latest Time for Acceptance, but will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

## **GENERAL**

Lodgement of this provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or certificates for Shares.

This provisional allotment letter and any acceptance of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available at the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying this provisional allotment letter, 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 provides the holders of securities with rights to ascertain whether the Company or the 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 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 place of business in Hong Kong at Rooms 4917-4932, 49/F., Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, 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) the Registrar at its address set out above.

Yours faithfully,

For and on behalf of

**Hao Tian International Construction Investment Group Limited**

**Fok Chi Tak**

*Executive Director*

**HAO TIAN INTERNATIONAL  
CONSTRUCTION INVESTMENT GROUP LIMITED**  
**昊天國際建設投資集團有限公司**  
(於開曼群島註冊成立之有限公司)  
(股份代號: 1341)

敬啟者：

根據本公司寄發予合資格股東日期為二零一八年七月十七日之供股章程(「供股章程」)所載條款，董事已按在二零一八年七月十六日(星期一)(「記錄日期」)營業時間結束時登記在閣下名下每持有本公司兩股每股面值0.01港元的股份可獲發一股供股股份的基準，以每股供股股份0.15港元的價格，向閣下暫定配發供股股份。閣下在記錄日期持有的股份載列於甲欄，而閣下獲暫定配發的供股股份數目載列於乙欄。除文義另有所指外，供股章程所界定的詞彙與本文件所採用者具有相同涵義。

不會作出或採取任何行動以允許香港以外任何司法權區進行供股或派發供股章程、暫定配額通知書及額外供股股份申請表格。

本公司將向不合資格股東(如有)寄發供股章程，惟本公司將不會向不合資格股東寄發任何暫定配額通知書或額外供股股份申請表格。然而，倘有不合資格股東，本公司將就原應暫定配發予不合資格股東之供股股份作出安排，倘扣除開支後可取得溢價，則於未繳股款供股股份開始買賣後及於未繳股款供股股份買賣完結前在合理實際可行情況下盡快，以未繳股款形式於市場上出售有關供股股份。任何出售未繳股款供股股份所得款項淨額(經扣除開支)將會根據在記錄日期不合資格股東各自獲享配額的比例以港元向彼等分派，惟任何100港元或以下的個別款項將由本公司保留自用，利益歸本公司所有。原應暫定配發予不合資格股東並且未予出售的供股股份及已暫定配發但未獲接納的供股股份，在額外供股股份申請表格條款的規限下，將可供申請人以隨附的額外供股股份申請表格申請認購。

供股股份於配發、發行及繳足後，於各方面將與當時已發行之股份享有同地位。繳足股款供股股份持有人將有權收取可能於配發及發行供股股份之日以後宣派、作出或派付的所有未來股息及分派。

#### **接納手續**

閣下如欲接納暫定配額，須在不遲於二零一八年八月一日(星期三)下午四時正將本暫定配額通知書整份無缺，連同在丙欄所示接納暫定配發予閣下的供股股份數目時須繳付的全數金額的支票或銀行本票，送交本公司的香港股份過戶登記分處卓佳證券登記有限公司，其地址為香港皇后大道東183號合和中心22樓(「過戶登記處」)。全部股款必須以港元支付。支票必須由香港持牌銀行的銀行賬戶開出，而銀行本票必須由香港持牌銀行發出，並註明抬頭人為「HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」劃線方式開出。

務請注意，除非本暫定配額通知書連同丙欄所示的應繳股款在不遲於二零一八年八月一日(星期三)下午四時正，由原有承配人或獲有效轉讓暫定配額的任何人士按上文所述實質交回，否則暫定配額及一切有關權利將被視作已被放棄並被註銷，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。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可全權酌情決定視暫定配額通知書為有效，並對提交或被代為提交暫定配額通知書的人士具有約束力。

#### **額外供股股份**

閣下如欲申請認購根據本暫定配額通知書閣下所獲暫定配發以外的任何供股股份，必須按隨附的額外供股股份申請表格的指示將表格填妥及簽署，連同就所申請認購額外供股股份須在申請時全數繳付的獨立股款，須在不遲於二零一八年八月一日(星期三)下午四時正(或本公司與包銷商可能協定之較後日期及/或時間)交回過戶登記處。全部股款必須以港元支付。支票必須由香港持牌銀行的銀行賬戶開出，而銀行本票必須由香港持牌銀行發出，並註明抬頭人為「HAO TIAN INTERNATIONAL CONSTRUCTION INVESTMENT GROUP LIMITED — EXCESS APPLICATION ACCOUNT」，並以「只准入抬頭人賬戶」劃線方式開出。董事將酌情根據各項申請所申請之額外供股股份數目按比例分配額外供股股份。透過暫定配額通知書申請認購之供股股份或由合資格股東持有之現有股份數目將不獲優先處理。有關湊足零碎股份為完整買賣單位之申請將不獲優先處理。

## 轉讓

閣下如欲將根據本暫定配額通知書獲暫定配發的供股股份全部轉讓他人，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交予閣下欲轉讓供股股份的人士或經手轉讓的人士。承讓人則必須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同丙欄所示須在接納時繳足的全部股款，須在不遲於二零一八年八月一日(星期三)下午四時正交回過戶登記處。務請注意，閣下在轉讓有關供股股份的認購權時須繳納香港印花稅。

## 分拆

閣下如欲只接納部份的暫定配額或將閣下根據本暫定配額通知書獲暫定配發認購供股股份的部份權利轉讓或將閣下根據本暫定配額通知書獲暫定配發認購供股股份的所有或部份權利轉讓予多於一名人士，則原有的暫定配額通知書須在不遲於二零一八年七月二十四日(星期二)下午四時三十分交回過戶登記處予以註銷，而過戶登記處將按所要求的股份面額發出新暫定配額通知書，並將於第二個營業日上午九時正後在過戶登記處可供領取。

## 支票及銀行本票

所有供股股份的支票及銀行本票將在收訖後隨即過戶，而自該等款項所賺取的所有利息(如有)將由本公司保留自用，利益歸本公司所有。倘任何支票或銀行本票在首次過戶時未能兌現，則本暫定配額通知書可被拒絕受理，在該情況下，暫定配額及一切有關權利將被視作已被放棄並將被註銷。

## 供股股份股票

繳足股款供股股份股票預期在二零一八年八月九日(星期四)或之前，以平郵方式向已繳股款並接納供股股份之合資格股東或其承讓人寄發，郵誤風險概由該等人士自行承擔。

## 終止包銷協議

務請注意，包銷商可能根據供股章程內「終止包銷協議」一節所詳述的若干事件，於最後終止時限前任何時間終止包銷協議。倘包銷協議由包銷商於上述期限或該日期前終止或未能成無條件，則供股將不會進行。

## 惡劣天氣對最後接納時限的影響

如發出八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號並發生以下情況，則最後接納時限將不會於二零一八年八月一日(星期三)下午四時正生效：

1. 有關警告信號於最後接納時限當日中午十二時正前任何本地時間在香港生效，且於最後接納時限當日中午十二時正後不再生效，則最後接納時限不會於最後接納時限(即下午四時正)生效，並將順延至同一營業日下午五時正；或
2. 有關警告信號於最後接納時限當日中午十二時正至下午四時正任何本地時間在香港生效，則最後接納時限將不會於最後接納時限生效，改為順延至下一個營業日(於當日上午九時正至下午四時正任何時間均無發出有關警告信號)下午四時正。

## 一般資料

本暫定配額通知書連同由獲發暫定配額通知書人士所簽署之轉讓及提名表格(如適用)一經交回，即確實證明交回上述文件之(一名或多名)人士有權處理本暫定配額通知書，並有權收取分拆後之配額通知書及／或股票。

本暫定配額通知書及任何接納當中所載要約之事宜須受香港法例所規管及據此予以詮釋。

載述供股詳情之供股章程，於一般辦公時間內在過戶登記處(地址為香港皇后大道東183號合和中心22樓)可供索取。

填妥、簽署及交回本暫定配額通知書隨附的表格，則表示閣下同意向本公司、過戶登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需而有關於閣下或閣下為其利益而接納暫定配發供股股份的人士的任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或過戶登記處是否持有其個人資料，索取有關資料的副本，以及改正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或改正資料或有關政策及慣例以及持有資料種類之資料之所有要求，應寄往本公司位於香港之營業地點(地址為香港灣仔港灣道30號新鴻基中心49樓4917-4932室)或根據適用法例不時通知之地點並以公司秘書為收件人，或(視情況而定)寄往位於上述地址之過戶登記處。

此 致

列位合資格股東 台照

代表  
吳天國際建設投資集團有限公司  
執行董事  
霍志德  
謹啟

二零一八年七月十七日