

**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還，方為有效。

**IMPORTANT**

**重要提示**

Reference is made to the prospectus issued by Jiangnan Group Limited (the “**Company**”) dated 27 September 2019 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON TUESDAY, 15 OCTOBER 2019 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THE ENCLOSED SHEET).**

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

A copy of the Prospectus, together with copies of this PAL, the EAF and other documents specified in the section headed “General Information — 12. Documents delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, have been registered by the Registrar of Companies 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 and the SFC take no responsibility as to the contents of any of the documents referred to above.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, 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 PAL.

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

The Underwriter has the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Company at any time prior to the Latest Time for Termination in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the enclosed sheet under the heading “Termination of the Underwriting Agreement”.

The Rights Issue is conditional upon the fulfillment of the conditions set out under the section headed “Letter from the Board — Terms of the Rights Issue — Conditions of the Rights Issue” in the Prospectus. If the conditions are not fulfilled or the Underwriting Agreement is terminated pursuant to its terms, the Rights Issue will not proceed. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

Shareholders should note that the Shares have been dealt in on an ex-rights basis on the Stock Exchange from Thursday, 19 September 2019. The nil-paid Rights Shares will be dealt in from Wednesday, 2 October 2019 to Thursday, 10 October 2019 (both dates inclusive).

Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 4:00 p.m. on Friday, 18 October 2019), or in the nil-paid Rights Shares on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

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 dates of dealings in the Rights Shares in both nil-paid and fully-paid forms 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.

Dealings in the Shares may be settled through CCASS 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.

茲提述江南集團有限公司(「本公司」)於二零一九年九月二十七日就供股刊發的供股章程(「供股章程」)。除非文義另有所指，否則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。

本暫定配額通知書(「暫定配額通知書」)乃有價值及可轉讓的表格，並應即時處理，本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載的供股要約將於二零一九年十月十五日(星期二)(或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之有關較後日期)下午四時正截止。

閣下如對本暫定配額通知書或應採取的行動有任何疑問，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。

供股章程連同本暫定配額通知書、額外申請表格及供股章程附錄三「一般資料—12. 送呈香港公司註冊處處長文件」一節內所指明的其他文件，已遵照《公司(清盤及雜項條文)條例》(香港法例第32章)第342C條的規定送呈公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對上文所述任何文件的內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本暫定配額通知書的內容概不負責，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暫定配額通知書全部或任何部分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。

本暫定配額通知書及據此提出之所有申請均須受香港法例監管並按其詮釋。

根據包銷協議，包銷商有權在包銷協議內所載的若干情況下，於最後終止時限前，隨時向本公司發出通知終止包銷協議。包銷商有權終止包銷協議之情況詳情，載於附頁「終止包銷協議」一節內。

供股須待供股章程所載「董事會函件 — 供股條款 — 供股條件」一節所載條件達成後，方告作實。倘條件未獲達成或包銷協議按其條款被予以終止，則供股將不會進行。倘供股並無成為無條件，則供股將不會進行。

股東務須注意，股份已由二零一九年九月十九日(星期四)起於聯交所按除權基準買賣。未繳股款供股股份將於二零一九年十月二日(星期三)至二零一九年十月十日(星期四)(包括首尾兩日)止期間內買賣。

截至供股的所有條件達成當日(目前預期為二零一九年十月十八日(星期五)下午四時正)止的任何股份買賣，或於未繳股款供股股份方式進行買賣的期間在聯交所買賣未繳股款供股股份將須承受供股未必成為無條件或未必會繼續進行的風險。

投資者如對彼等的狀況有任何疑問，應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股股份的專業意見。

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，並符合香港結算的股份收納規定後，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，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定的其他日期起，在中央結算系統記存、結算及交收。聯交所參與者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。中央結算系統的一切活動均須依照不時有效的中央結算系統一般規則及中央結算系統運作程序規則進行。

股份的買賣可通過中央結算系統結算。閣下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，以瞭解結算安排詳情以及有關安排可能如何影響閣下的權利及權益。

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Form A  
表格甲Provisional Allotment Letter No.  
暫定配額通知書編號

**JIANGNAN GROUP LIMITED**  
**江南集團有限公司**

*(incorporated in the Cayman Islands with limited liability)*  
*(於開曼群島註冊成立的有限公司)*

**(Stock code: 1366)**  
**(股份代號：1366)**

**RIGHTS ISSUE OF 2,039,433,000 RIGHTS SHARES ON  
THE BASIS OF ONE RIGHTS SHARE FOR  
EVERY TWO EXISTING SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$0.28 PER RIGHTS SHARE**  
按於記錄日期每持有兩股現有股份獲發一股供股股份之基準  
以認購價每股供股股份0.28港元進行2,039,433,000股供股股份之供股  
**PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON TUESDAY, 15 OCTOBER 2019**  
股款須不遲於二零一九年十月十五日(星期二)下午四時正接納時繳足

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

*Hong Kong Branch Share  
Registrar and Transfer Office:*  
Tricor Investor Services Limited  
Level 54  
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  
54樓

*Registered office:*  
註冊辦事處：  
Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

*Principal Place of Business  
in the PRC:*  
53 Xinguandonglu  
Guanlin Town  
Yixing City  
Jiangsu Province  
The PRC

*Principal Place of Business  
in Hong Kong:*  
Unit 09, 23/F  
Metropole Square  
2 On Yiu Street  
Shatin, New Territories  
Hong Kong

中國主要營業地點：  
中國  
江蘇省  
宜興市  
官林鎮  
新官東路53號

香港主要營業地點：  
香港  
新界沙田  
安耀街2號  
新都廣場  
23樓09室

27 September 2019  
二零一九年九月二十七日

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CCS4897 CXDH



Name(s) and address of 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  
Thursday, 26 September 2019  
於二零一九年九月二十六日(星期四)登記於閣下名下的  
股份總數

BOX A  
甲欄

Number of Rights Shares provisionally allotted to you  
subject to payment in full on acceptance by no later  
than 4:00 p.m. on Tuesday, 15 October 2019

閣下獲暫定配發的供股股份數目，股款須不遲於二零  
一九年十月十五日(星期二)下午四時正接納時繳足

BOX B  
乙欄

Total subscription monies payable on acceptance in full  
應繳認購股款總額，股款須於接納時繳足

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：

Please insert your contact  
telephone number here:

請在此填上閣下的聯絡電話：

Cheque/cashier's  
order number:

支票／銀行本票號碼：

**TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR INVESTOR SERVICES LIMITED, AT LEVEL 54, 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 SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON TUESDAY, 15 OCTOBER 2019 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" IN THE ENCLOSED SHEET). 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 "Jiangnan Group Limited – Rights Issue Account" AND CROSSED "Account Payee Only". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.**

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

閣下如欲根據本暫定配額通知書接納供股股份的暫定配額，須將本暫定配額通知書整份連同表格甲丙欄所示的港元全數股款（以支票或銀行本票）送達登記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54樓），最遲於二零一九年十月十五日（星期二）（或於惡劣天氣情況下，附頁「惡劣天氣之影響」一段所述之有關較後日期）下午四時正前交回本公司的登記處，所有股款須以港元繳付，並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付，並須註明抬頭人為「**Jiangnan Group Limited – Rights Issue Account**」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆的指示載於附頁。本公司將不另發股款收據。

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

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

每份申請須隨附獨立的支票或銀行本票  
本公司將不另發股款收據

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**IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM 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 AD VALOREM HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.**

如轉讓可認購供股股份的認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付香港從價印花稅的證明。

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

僅供有意轉讓本表格所列彼／彼等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,  
Jiangnan Group Limited  
致：江南集團有限公司  
列位董事

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／吾等茲將本暫定配額通知書所列本人／吾等的供股股份的認購權悉數轉讓予接受此權利並簽署下列登記申請表格（表格丙）的人士。

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

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

Date: \_\_\_\_\_ 2019 日期：二零一九年\_\_\_\_\_月\_\_\_\_\_日

Ad valorem Hong Kong stamp duty is payable in connection with the transfer of rights to subscribe for the Rights Shares.

轉讓認購供股股份的權利須繳付香港從價印花稅。

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REGISTRATION APPLICATION FORM  
登記申請表格

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

To: The Directors,  
Jiangnan Group Limited  
致：江南集團有限公司  
列位董事

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 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，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及供股章程所載條款，以及在貴公司組織章程大綱及的組織章程細則規限下，接納此等供股股份。

				Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「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的申請人地址。 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	
Names of joint applicant(s) in English (if applicable) 聯名申請人英文姓名 (如適用)							
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人僅須 填寫排名首位的申請人地址)							
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 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: \_\_\_\_\_ 2019 日期：二零一九年\_\_\_\_\_月\_\_\_\_\_日

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





## JIANGNAN GROUP LIMITED

江南集團有限公司

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

**(Stock code: 1366)**

27 September 2019

Dear Qualifying Shareholder(s),

### **INTRODUCTION**

Reference is made to the prospectus of Jiangnan Group Limited dated 27 September 2019 (the “**Prospectus**”) in relation to the Rights Issue. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) Shares held and registered in your name(s) as at the Record Date (i.e. Thursday, 26 September 2019) at a subscription price of HK\$0.28 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

### **RIGHTS SHARES**

When issued, allotted and fully paid, the Rights Shares shall rank *pari passu* in all respects 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 and issue of the Rights Shares.

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 dates of dealings in the Rights Shares in both 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.

## PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Registrar, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance in Hong Kong dollars for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Tuesday, 15 October 2019 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below). 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 "**Jiangnan Group Limited – Rights Issue Account**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been received as described above by no later than 4:00 p.m. on Tuesday, 15 October 2019 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below) whether by the original allottee or any person in whose favour the nil -paid Rights Shares have been validly transferred, the provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company may at its absolute discretion treat a PAL as valid and binding on the person(s) by whom and on whose behalf is lodged even if the PAL is not completed in accordance with the relevant instructions.

## 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 your rights to more than one person, the original PAL must be surrendered to and lodged for cancellation by no later than 4:30 p.m. on Friday, 4 October 2019 with the Registrar, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at Tricor Investor Services Limited after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

## 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 (Form B) and hand this PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Tuesday, 15 October 2019 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "**Effect of Bad Weather**" below).

It should be noted that ad valorem Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

## TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination, if, prior to the Latest Time for Termination:

- (i) 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 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 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 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 reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will adversely affect the legal existence of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (iv) 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 lock-out which would, in the reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable 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 ten (10) consecutive Business Days otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the Announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue, or
- (viii) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

Pursuant to the Underwriting Agreement, the Underwriter is also entitled by notice in writing to the Company served prior to the Latest Time for Termination, to rescind the Underwriting Agreement if, prior to the Latest Time for Termination:

- (i) any material breach of any of the warranties or undertakings of the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of the Underwriting Agreement, would have rendered any of the representations, warranties and undertakings given by the Company contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

If the Underwriter exercises such rights, the Rights Issue will not proceed.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue as set out in the section headed "Letter from the Board — Terms of the Rights Issue — Conditions of the Rights Issue" in the Prospectus is not fulfilled at or before the time and date specified in the Underwriting Agreement, and the monies received in respect of acceptances of the Rights Shares will be returned to you or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at your own risk to your respective registered addresses by the Registrar on or before Wednesday, 23 October 2019.

## **CHEQUES AND 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. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured upon first presentation, and in that event the provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, and underpaid application will be rejected. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or 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 Registrar by ordinary post at your own risk on or before Wednesday, 23 October 2019. You, except HKSCC Nominees Limited, will receive one share certificate for all the fully-paid Rights Shares issued to you.

## EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders and any Rights Shares representing any unsold entitlements of the Excluded Shareholders (if any).

Application for excess Rights Shares may be made by completing a prescribed EAF. The Directors will allocate the excess Rights Shares to Qualifying Shareholders who apply for them on a pro rata basis on the number of excess Rights Shares applied for, without involving allocation of any fractional Rights Share. No preference will be given to applications made for topping up odd lot holdings to whole board lot holdings. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Tuesday, 15 October 2019 (or, under bad weather conditions, such later date as mentioned in the paragraph headed “**Effect of Bad Weather**” below). 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 “**Jiangnan Group Limited – Excess Application Account**” and crossed “**Account Payee Only**”.

## FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market if a premium (net of expenses) can be achieved, and the Company will retain the proceeds from such sales for its own benefit. No odd lot matching services will be provided for the Rights Issue.

## DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to Qualifying Shareholders.

The Prospectus Documents have not been and will not be registered under any applicable securities of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory other than Hong Kong.

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

It is the responsibility of anyone outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the full observance of the applicable laws and regulations of the relevant jurisdictions including obtaining of any governmental or other consents and to pay any taxes and duties. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to have given a warranty to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in any doubt as to your position, you should consult your professional advisers.

## **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 on Tuesday, 15 October 2019, being the date of the Latest Time for Acceptance:

- (i) at any time before 12:00 noon and no longer in force after 12:00 noon, the Latest Time for Acceptance will be postponed to 5:00 p.m. on the same Business Day; or
- (ii) at any time between 12:00 noon and 4:00 p.m., the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next Business Day which does not have either of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.

## **GENERAL**

Lodgment of this PAL 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 share certificates.

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong), the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its principal place of business in Hong Kong at Unit 09, 23/F, Metropole Square, 2 On Yiu Street, Shatin, New Territories, Hong Kong as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above .

Yours faithfully,  
For and on behalf of  
**Jiangnan Group Limited**  
**Chu Hui**  
*Chairman*





## JIANGNAN GROUP LIMITED

### 江南集團有限公司

(於開曼群島註冊成立的有限公司)

(股份代號：1366)

敬啟者：

#### 緒言

茲提述江南集團有限公司日期為二零一九年九月二十七日有關供股之章程(「**供股章程**」)。除文義另有所指外，供股章程所界定之詞彙於本通知書內具有相同涵義。根據供股章程所載之條款，董事已按每股供股股份0.28港元之認購價向閣下暫定配發若干數目之供股股份，基準為於記錄日期(即二零一九年九月二十六日(星期四))每持有兩(2)股以閣下名義登記之股份獲配一(1)股供股股份。閣下於記錄日期持有之股份數目載於表格甲甲欄，而閣下獲暫定配發之供股股份數目載於表格甲乙欄。

#### 供股股份

供股股份一經發行、配發及繳足股款後，將與已發行股份在各方面享有同等地位。繳足股款供股股份之持有人將有權收取於配發及發行供股股份當日或之後可能宣派、作出或派付之全部未來股息及分派。

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，並符合香港結算之股票接納規定後，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，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或由香港結算決定之其他日期起，在中央結算系統內記存、結算及交收。聯交所參與者間在任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統之一切活動均須依照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。



## 接納手續

閣下如欲悉數接納暫定配額，須於二零一九年十月十五日(星期二)(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之有關較後日期)下午四時正前，按本通知書所列印之指示將本暫定配額通知書整份連同表格甲丙欄所示接納時應繳付之全部港元股款，送交登記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54樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行之銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Jiangnan Group Limited — Rights Issue Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。支付有關款項後，將表示根據本暫定配額通知書及供股章程之條款，並在本公司組織章程大綱及組織章程細則之規限下，接納供股股份暫定配額。概不會就有關股款發出收據。

敬請注意，除非如上文所述於二零一九年十月十五日(星期二)(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之有關較後日期)下午四時正前接獲原承配人或有效承讓有關未繳股款供股股份之人士交回本暫定配額通知書連同表格甲內丙欄所示之適當股款，否則本通知書下之暫定配額及一切有關權利將視為已遭拒絕而將予以註銷。本公司可全權酌情視一份暫定配額通知書為有效，並對所提交或被代為提交之人士具有約束力，即使該暫定配額通知書並未根據有關指示填妥。

## 分拆

閣下如僅欲接納部份暫定配額或轉讓 閣下認購根據本通知書獲暫定配發之供股股份之部份權利，或將 閣下之權利轉讓予超過一名人士，則最遲須於二零一九年十月四日(星期五)下午四時三十分前將原有暫定配額通知書交回及呈交登記處卓佳證券登記有限公司以供註銷，地址為香港皇后大道東183號合和中心54樓，以便登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於 閣下交回原有暫定配額通知書後第二個營業日上午九時正後在卓佳證券登記有限公司領取。

## 轉讓

閣下如欲轉讓 閣下認購根據本通知書獲暫定配發之供股股份之全部權利，必須填妥及簽署轉讓表格(表格乙)，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士。其後，承讓人須填妥及簽署登記申請表格(表格丙)，並最遲於二零一九年十月十五日(星期二)(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之有關較後日期)下午四時正前將本暫定配額通知書整份連同表格甲內丙欄所示接納時應繳付之全部股款送交登記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54樓。

務請注意， 閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。

## 終止包銷協議

包銷商可於最後終止時限前隨時向本公司發出書面通知終止包銷協議，倘於最後終止時限前：

- (i) 包銷商合理認為供股之成功將因以下各項而受到重大不利影響：
  - (a) 引入任何新法規或任何現有的法例或法規（或其司法詮釋）之變動，或發生其他屬任何性質之事件，而包銷商可能合理認為對本集團的整體業務或財務或經營狀況造成重大不利影響，或對供股而言屬重大不利；或
  - (b) 本地、國家或國際發生任何政治、軍事、財務、經濟或其他性質（不論其是否與前述任何一項同類）的事件或變動（不論是否構成於簽署包銷協議後發生或於簽署包銷協議之前及／或之後持續的連串事件或變動的一部分），或性質為任何本地、國家或國際爆發敵對行為或武裝衝突或有關行為升級的事件或變動，或影響本地證券市場的事件或變動，而包銷商可能合理認為會對本集團整體的業務或財務或經營狀況造成重大不利影響，或對供股的成功構成重大不利影響或導致進行供股屬不宜或不智；或
- (ii) 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任何變動、證券買賣被暫停或受到嚴重限制），而包銷商合理認為會對供股的成功構成重大或不利影響或導致進行供股屬不宜或不智；或
- (iii) 本公司或本集團任何成員公司的情況有任何變動，而包銷商合理認為將會對本公司的合法存續造成不利影響，包括在不限制前文一般性原則的前提下，提出清算或清盤呈請或通過清算或清盤決議案或本集團任何成員公司發生類似事件或本集團任何重大資產遭破壞；或
- (iv) 任何不可抗力事件，包括在不限制其一般性原則的前提下，任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工，而包銷商合理認為可能對本集團整體的業務或財務或經營狀況造成重大不利影響；或
- (v) 有關本集團的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（不論其是否與前述任何一項同類）；或
- (vi) 於緊接供股章程日期前發生或被發現但並未於供股章程中披露而包銷商合理認為將對供股而言屬重大遺漏的任何事項；或

- (vii) 聯交所連續十(10)個營業日以上全面暫停證券買賣或本公司證券之買賣(因或與包銷協議及／或供股相關或有關係者除外，且不包括任何與審批公告或包銷協議及／或供股的其他事宜相關而暫停的證券買賣)；或
- (viii) 供股章程刊發時載有本公司並未於包銷協議日期前公佈或刊發的資料(不論為有關本集團的業務前景或狀況或有關本集團遵守任何法例或上市規則或任何適用規例的情況)，而包銷商可能合理認為上述資料於供股完成後對本集團整體屬重大或可能對供股的成功構成重大不利影響。

根據包銷協議，倘於最後終止時限前發生以下事項，包銷商亦有權於最後終止時限前向本公司發出書面通知以撤回包銷協議：

- (i) 包銷商知悉本公司嚴重違反任何載於包銷協議之保證或承諾；或
- (ii) 包銷商知悉於包銷協議日期或之後及最後終止時限前出現或發生任何事件或事項，而倘有關事件或事項於包銷協議日期前出現或發生，將會導致本公司於包銷協議內作出之任何聲明、保證及承諾於任何重大方面變為不實或不準確。

倘包銷商行使該等權利，供股將不會進行。

倘包銷商行使權利終止或撤銷包銷協議或倘供股章程「董事會函件 — 供股條款 — 供股條件」一節所載之供股條件未能於包銷協議訂明之時間及日期或之前達成，則登記處將就接納供股股份所收取之款項於二零一九年十月二十三日(星期三)或之前不計利息以支票方式退還予閣下或已獲有效轉讓未繳股款供股股份之其他人士(或倘為聯名接納人，則為名列首位之人士)，並以平郵方式寄往閣下各自之登記地址，郵誤風險概由閣下自行承擔。

## 支票及銀行本票

所有支票及銀行本票將於收到後隨即兌現，而有關股款所賺取之全部利息(如有)將撥歸本公司所有。在不影響本公司與此有關之其他權利之情況下，本公司保留權利拒絕受理任何隨附支票及／或銀行本票於首次過戶時未能兌現的有關暫定配額通知書，而在此情況下，有關暫定配額及一切有關權利將被視作已遭拒絕而將予以註銷。閣下須於申請認購供股股份時支付應付準確金額，支付金額不足的申請會遭拒絕受理。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回(不論由合資格股東或任何指定承讓人交回)，即表示閣下保證支票或銀行本票可於首次過戶時兌現。

## 股票

預期登記處將於二零一九年十月二十三日(星期三)或之前以平郵將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下自行承擔。閣下將就所有獲發之繳足股款供股股份收取一張股票，惟香港中央結算(代理人)有限公司除外。

## 額外供股股份

合資格股東可以額外申請之方式申請認購有關未出售之零碎配額之供股股份、暫定配發但未獲合資格股東接納之任何供股股份，以及除外股東(如有)之任何未售配額有關的任何供股股份。

合資格股東可填妥特設之額外申請表格申請認購額外供股股份。董事將根據所申請額外供股股份數目按比例分配額外供股股份予申請之合資格股東，當中不會涉及分配任何零碎供股股份。將不足一手股份之零碎股權湊足為一手完整買賣單位之申請將不獲優先處理。應注意，交回額外申請表格並不保證合資格股東將獲配發超出其暫定配額之任何供股股份。

合資格股東如欲申請認購其暫定配額以外之任何供股股份，則必須填妥並簽署隨附供股章程之額外申請表格，並於二零一九年十月十五日(星期二)(或於惡劣天氣情況下，下文「**惡劣天氣之影響**」一段所述之有關較後日期)下午四時正之前，連同就所申請額外供股股份應付之獨立股款一併交回登記處。所有股款須以港元繳付，並以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並均須註明抬頭人為「**Jiangnan Group Limited — Excess Application Account**」，並以「**只准入抬頭人賬戶**」方式劃線開出。

## 零碎股份權益

本公司將不會暫定配發及不會接受申請任何零碎供股股份。所有零碎供股股份將整合處理，而倘若可達致溢價(於扣除費用後)，則整合後出現之所有未繳股款供股股份將會在市場出售，有關出售所得收益將歸本公司所有。本公司概不會提供零碎供股股份對盤服務。

## 派發本暫定配額通知書及其他供股章程文件

暫定配額通知書只可向合資格股東寄發。

供股章程文件並無且將不會根據香港以外任何司法權區之任何適用證券法例進行登記。

本公司並無採取任何行動，以批准在香港以外任何地區提呈發售供股股份或派發章程文件。

因此，任何人士如在香港以外任何地區接獲任何供股章程文件副本，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定，否則不可視作提呈申請供股股份之要約或邀請。

任何身處香港以外地區之人士如有意申請供股股份，必須確保本身全面遵守有關司法權區之法律及規例，包括取得任何政府或其他方面同意及繳付任何稅項及徵費。填妥、簽署及交回本暫定配額通知書後，供股股份之每名認購人將被視為已向本公司及包銷商保證，彼等已全面遵守該等當地註冊、法律及監管規定。為免生疑問，香港結算及香港中央結算(代理人)有限公司概不受限於上述任何聲明及保證。倘閣下對本身之情況有任何疑問，應諮詢閣下之專業顧問。

### 惡劣天氣之影響

倘於二零一九年十月十五日(星期二)(即最後接納時限當日)，香港懸掛「黑色」暴雨警告信號或八號或以上熱帶氣旋警告信號：

- (i) 倘於中午十二時正前任何時間生效，而於中午十二時正後不再生效，則最後接納時限將會延至同一營業日的下午五時正；或
- (ii) 倘於中午十二時正至下午四時正任何時間生效，則最後接納時限將會改期至於上午九時正至下午四時正任何時間在香港並無上述警告信號生效的下一個營業日的下午四時正。

### 一般事項

遞交本暫定配額通知書及(在有關情況下)擬由獲發人士簽署之轉讓及提名表格，將為最終擁有權證明，顯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／或股票。

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、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定配發供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或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資料。根據香港法例第486章《個人資料(私隱)條例》，本公司及登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類訊息之所有要求，應寄往(i)本公司之香港總部及主要辦事處(地址為香港新界沙田安耀街2號新都廣場23樓09室)或根據適用法例不時通知之地址，並以本公司之公司秘書為收件人；或(ii)(視情況而定)寄往登記處(地址見上文)。

此致

列位合資格股東 台照

代表  
江南集團有限公司  
主席  
儲輝  
謹啟

二零一九年九月二十七日