

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 China Financial Leasing Group Limited (the “Company”) dated 24 January 2024 in relation to the Rights Issue (the “Prospectus”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述中國金融租賃集團有限公司(「本公司」)刊發的日期為二零二四年一月二十四日內容有關供股的供股章程(「供股章程」)。除文義另有所指外，本通知書所用詞彙與供股章程中所界定者具有相同涵義。

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 (“EAF”) WILL EXPIRE AT 4:00 P.M. ON TUESDAY, 7 FEBRUARY 2024 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES” BELOW).

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，閣下應即時處理。本暫定配額通知書所載之要約及隨附之額外供股股份申請表格(「額外申請表格」)將於二零二四年二月七日(星期二)下午四時正(或根據下文「惡劣天氣及／或極端情況對接納供股股份及繳付股款以及申請額外供股股份及繳付股款的最後時限的影響」一段所述之較後日期及／或時間)截止。

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

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the Prospectus, the EAF and other documents specified in the paragraph headed “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 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 and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書之文本連同供股章程、額外申請表格及於供股章程附錄三「送呈香港公司註冊處處長之文件」一段所述其他文件之文本，已按香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送呈香港公司註冊處處長進行登記。香港公司註冊處處長、聯交所及香港證券及期貨事務監察委員會對任何該等文件之內容概不負責。

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

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之任何損失承擔任何責任。

The Underwriting Agreement contains provisions granting the Underwriter the right in its absolute discretion to terminate the obligations of the Underwriter thereunder on the occurrence of certain events. Such events are set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus. If the Underwriting Agreement is terminated by the Underwriter or does not become unconditional, the Rights Issue will not proceed.

包銷協議載有條款，授予包銷商於發生若干事件時全權酌情終止包銷商於協議項下的責任的權利。該等事件載於供股章程「終止包銷協議」一節。倘包銷協議由包銷商終止或並無成為無條件，供股將不會進行。

Dealings in the Shares and the Rights Shares in both their nil-paid form and fully-paid form may be settled through CCASS and you should consult your licensed securities dealer or other registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of these settlement arrangements and how such arrangements may affect your rights and interests.

股份及供股股份(以未繳股款及繳足股款形式)之買賣可透過中央結算系統交收,務請諮詢閣下之持牌證券交易商或其他註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問,以了解有關交收安排及該等安排對閣下權利及權益之影響之詳情。

The Rights Issue is subject to the fulfilment of the conditions of the Rights Issue as set out in the section headed “Letter from the Board — Rights Issue — Conditions of the Rights Issue and the Underwriting Agreement” in the Prospectus at or prior to the latest time for the Rights Issue to become unconditional (which is currently expected to be 4:30 p.m. on Friday, 9 February 2024). If the conditions of the Rights Issue are not fulfilled at or prior to the latest time for the Rights Issue to become unconditional, the Rights Issue will not proceed. Under such circumstances, the monies received in respect of application for Rights Shares will be returned to you or, in the case of joint applicants, to the first-named person without interest, by means of cheques despatched by ordinary post at your own risk to your registered address on or before Monday, 19 February 2024.

供股須待供股成為無條件的最後時限(目前預期為二零二四年二月九日(星期五)下午四時三十分)或之前達成供股章程內「董事會函件 — 供股 — 供股的條件及包銷協議」一節所載供股的條件,方告作實。倘於供股成為無條件的最後時限或之前尚未達成供股的條件,則供股將不會進行。於有關情況下,就申請供股股份所收取的股款將於二零二四年二月十九日(星期一)或之前以支票退還(不計利息)予閣下或(倘屬聯名申請人)名列首位之人士,支票將以普通郵遞方式寄送至閣下之登記地址,郵誤風險概由閣下自行承擔。

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares (in both their 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 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 respective commencement dates of dealings in the Rights Shares (in both 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 settlement under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後,供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券,可自該等供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣日期或香港結算釐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收日在中央結算系統內進行交收。所有中央結算系統的活動須受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所規限。

Share registrar and transfer office in
Hong Kong:

Tricor Tengis Limited
17th Floor
Far East Finance Centre
No. 16 Harcourt Road
Hong Kong

香港股份過戶登記處：
卓佳登捷時有限公司
香港夏慤道16號
遠東金融中心17樓



CHINA FINANCIAL LEASING GROUP LIMITED

中國金融租賃集團有限公司*

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock Code: 2312)
(股份代號：2312)

Registered Office:
註冊辦事處：
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-
1111
Cayman Islands

Head office and principal
place of business in
Hong Kong:
11/F., Wui Tat Centre
55 Connaught Road
West
Hong Kong

香港總辦事處及
主要營業地點：
香港干諾道西55號
會達中心11樓

24 January 2024
二零二四年一月二十四日

RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY ONE (1) SHARE HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.12 PER RIGHTS SHARE

按於記錄日期每持有一(1)股股份獲發一(1)股供股股份的基準
以認購價每股供股股份0.12港元
進行供股

PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 7 FEBRUARY 2024
股款須不遲於二零二四年二月七日(星期三)下午四時正接納時全數繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

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

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

Number of Shares registered in your name(s) on
Tuesday, 23 January 2024
於二零二四年一月二十三日(星期二)登記於閣下名
下之股份數目

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, 7 February 2024
暫定配發予閣下之供股股份數目，股款須不遲於二零二四
年二月七日(星期三)下午四時正接納時繳足

BOX B
乙欄

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

BOX C
丙欄

HKS
港元

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

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

Contact Telephone No.:
聯絡電話號碼：

* For identification purpose only
* 僅供識別

IN THE EVENT OF A TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

於轉讓供股股份之認購權時，每項買賣均須繳付香港從價印花稅。實益權益之饋贈或轉讓（而非出售）亦須繳付香港從價印花稅。在登記轉讓本文件所代表之認購供股股份之權利前，須出示已繳付香港從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓其／彼等於本暫定配額通知書所列之全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors,
China Financial Leasing Group Limited

致：中國金融租賃集團有限公司
列位董事 台照

Dear Sir/Madam,
敬啟者：

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.

本人／吾等謹將本人／吾等於本暫定配額通知書所列之供股股份認購權全數轉讓予接納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) of the Qualifying Shareholder(s)(all joint Shareholders must sign)
合資格股東簽署（所有聯名股東均須簽署）

Date: _____ 2024

日期：二零二四年 _____ 月 _____ 日

Hong Kong Ad Valorem Stamp Duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港從價印花稅。

(To be completed and signed only by the person(s) to whom the rights to subscribe
for the Rights Shares have been transferred)

(僅供已獲轉讓供股股份認購權之人士填寫及簽署)

To: The Directors,
China Financial Leasing Group Limited
致：中國金融租賃集團有限公司
列位董事 台照

Dear Sir/Madam,
敬啟者：

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.

本人／吾等謹請閣下將表格甲內乙欄所列之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，以及在貴公司之組織章程大綱及細則的規限下，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。聯名申請人只須填上排名首位之申請人地址。
For Chinese applicant(s), please provide your name(s) in both English and Chinese.
中國籍申請人請同時填寫中英文姓名。

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(s) of joint applicant(s) (if any) 聯名申請人姓名(如有)			
Address in English (joint applicants should give the address of first-named applicant only) 英文地址(聯名申請人只須填上排名首位之申請人地址)			
Occupation 職業		Telephone 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 number 銀行賬戶號碼	

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

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

Date: _____ 2024

日期：二零二四年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your rights to subscribe
for the Rights Shares.

接納供股股份之認購權須繳付香港從價印花稅。

樣本

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SAMPLE

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED HEREIN INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED, AT 17TH FLOOR, FAR EAST FINANCE CENTRE, NO. 16 HARCOURT ROAD, 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 NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 7 FEBRUARY 2024. 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 "CHINA FINANCIAL LEASING GROUP LIMITED — RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN AN ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

The Rights Issue is conditional upon the fulfilment of the conditions set out under the paragraphs headed "Conditions of the Rights Issue and the Underwriting Agreement" in the "Letter from the Board" in the Prospectus.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the section headed "Termination of the Underwriting Agreement" in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

The Underwriting Agreement contains provisions granting the Underwriter the right in its absolute discretion to terminate the obligations of the Underwriter thereunder on the occurrence of certain events. Such events are set out in the section headed "Termination of the Underwriting Agreement" in the Prospectus. If the Underwriting Agreement is terminated by the Underwriter or does not become unconditional, the Rights Issue will not proceed.

The Shares have been dealt with on an ex-rights basis from Monday, 15 January 2024. Dealings in the Rights Shares in their nil-paid form will take place from Friday, 26 January 2024 to Friday, 2 February 2024 (both days inclusive).

Accordingly, any persons contemplating dealings in the Shares up to the date when the conditions of the Rights Issue are fulfilled and any dealings in the nil-paid Rights Shares from Friday, 26 January 2024 to Friday, 2 February 2024 (both days inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

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.

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



CHINA FINANCIAL LEASING GROUP LIMITED

中國金融租賃集團有限公司 *

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2312)

24 January 2024

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of China Financial Leasing Group Limited (the “Company”) dated 24 January 2024 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. In accordance with and subject to the terms and conditions as 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 one (1) Share in issue and registered in your name(s) in the register of members of the Company on Tuesday, 23 January 2024. Your holding of the Shares on 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 of this PAL.

You have the right to acquire the Rights Shares provisionally allotted to you at a subscription price of HK\$0.12 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Wednesday, 7 February 2024.

You may accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed “Splitting” below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed “Transfer” below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. The Rights Issue (excluding the Rights Shares subject to the Irrevocable Undertaking) is fully underwritten by the Underwriter. Details of the underwriting arrangement are set out in the paragraph headed “Underwriting Agreement” in the Prospectus.

RIGHTS SHARES

The Rights Shares (when allotted, fully paid or credited as fully paid and issued) will rank *pari passu* in all respects among themselves and with the Shares in issue on the date of allotment and issue of the Rights Shares. Holders of the 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 fully-paid Rights Shares.

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares (in both their 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 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 respective commencement dates 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. Shareholders should seek advice from their licensed securities dealer(s) or other professional adviser(s) for details of those settlement arrangements and how such arrangements will affect their rights and interests.

The Prospectus Documents are not intended to be registered or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus or any of the related application forms, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of the Prospectus or any of the related application forms in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess 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 who wishes to take part in the Rights Issue to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in that connection, including the obtaining of any governmental or other consents which may be required or the compliance with other necessary formalities or legal requirements, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Acceptances of or applications for the Rights Issue by any person will constitute a representation and warranty from such person to the Company that the local laws and requirements have been complied with. Shareholders should consult their professional advisers if in doubt. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to the representations and warranties provisions above.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge this PAL intact in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the PAL, with the Registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong, by no later than 4:00 p.m. on Wednesday, 7 February 2024. All remittances must be made by cheques or cashier's orders in Hong Kong dollars. 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 **"CHINA FINANCIAL LEASING GROUP LIMITED — RIGHTS ISSUE ACCOUNT"** and crossed **"ACCOUNT PAYEE ONLY"**.

It should be noted that, unless this duly completed PAL, together with the appropriate remittance shown in Box C on Form A of this PAL, has been received as described above by no later than 4:00 p.m. on Wednesday, 7 February 2024, whether by the original allottee or any person in whose favour the nil-paid Rights Shares have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require the relevant person(s) to complete the incomplete PAL at a later stage.

Completion and lodgment of this PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly 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 doubt as to your position, you should consult your stockbroker or registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

TRANSFER

If you wish to transfer all of your provisional allotment under this PAL to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in this PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the "Registration Application Form" (Form C) in this PAL and lodge this PAL intact, together with a remittance for the full amount in Hong Kong dollars payable on acceptance with the Registrar, at the above address, by no later than 4:00 p.m. on Wednesday, 7 February 2024. All remittances must be made by cheques or cashier's orders in Hong Kong dollars. 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 **"CHINA FINANCIAL LEASING GROUP LIMITED — RIGHTS ISSUE ACCOUNT"** and crossed **"ACCOUNT PAYEE ONLY"**.

It should be noted that Hong Kong ad valorem stamp duty are 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. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

If you are an Overseas Shareholder, please refer to the section headed "Rights of Overseas Shareholders (if any)" in the "Letter from the Board" in the Prospectus for details of the restrictions which may be applicable to you.

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 to you hereunder, or to transfer part or all of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Tuesday, 30 January 2024 to the Registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar's address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

EXCESS RIGHTS SHARES

Qualifying Shareholders shall be entitled to, by way of excess application, apply for excess Rights Shares, which comprise any Rights Shares provisionally allotted to but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of Rights Shares in nil-paid form.

The Directors will allocate the excess Rights Shares (if any) at their discretion on a fair and equitable basis, according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of excess Rights Shares applied for but no reference will be made to Rights Shares comprised in applications by PAL or the existing number of Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares available for excess application is greater than the aggregate number of excess Rights Shares applied for through EAFs, the Directors will allocate in full to each Qualifying Shareholder the number of excess Rights Shares applied for under the EAFs. No preference will be given to topping up odd lots to whole board lots.

Any Qualifying Shareholder wishing to apply for any Rights Shares in addition to his/her/its provisional allotment must complete and sign the enclosed EAF in accordance with the instructions printed thereon and lodge the same, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong by not later than 4:00 p.m. on Wednesday, 7 February 2024. 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 "CHINA FINANCIAL LEASING GROUP LIMITED — EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY".

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and not being terminated in accordance with the terms thereof. Please refer to the paragraph headed "Conditions of the Rights Issue and the Underwriting Agreement" under the section headed "RIGHTS ISSUE" in the "LETTER FROM THE BOARD" in the Prospectus for details of the conditions precedent of the Underwriting Agreement. In the event that the conditions of the Rights Issue are not satisfied in whole at or before 4:30 p.m. on Friday, 9 February 2024, or such later date(s) as may be agreed between the Company and the Underwriter in writing, then the Rights Issue will not proceed.

WARNING OF THE RISKS OF DEALING IN SHARES AND NIL-PAID RIGHTS SHARES

It should be noted that the Shares have been dealt in on an ex-rights basis since Monday, 15 January 2024. Dealings in the Rights Shares in the nil-paid form will take place from Friday, 26 January 2024 to Friday, 2 February 2024 (both days inclusive). If any of the conditions precedent of the Rights Issue is not fulfilled or if the Underwriter terminates the Underwriting Agreement on or before 4:30 p.m. on Friday, 9 February 2024 (or such later time or date as may be agreed between the Company and the Underwriter in writing), the Rights Issue will not proceed.

Any Shareholder or other person dealing in the Shares and/or the nil-paid Rights Shares up to the date on which all the conditions precedent to which the Rights Issue are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares and/or the nil-paid Rights Shares. Any party (including the Shareholders and potential investors of the Company) who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).

CHEQUES AND CASHIER'S ORDER

All cheques or cashier's orders accompanying completed PALs will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of this PAL with a cheque or a cashier's order in the payment of the Rights Shares, whether by the Qualifying Shareholder or such other person(s) to whom the rights to subscribe for the Rights Shares have been validly transferred, will constitute a warranty by such person that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfillment of the conditions of the Rights Issue, certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered address, at their own risks, on or before Monday, 19 February 2024. If the Rights Issue does not proceed, refund cheques will be posted on or before Monday, 19 February 2024 by ordinary post to the respective Shareholders, at their own risk, to their registered addresses.

Each Shareholder will receive one share certificate for all allotted Right Shares, except HKSCC Nominees Limited.

TERMINATION OF THE UNDERWRITING AGREEMENT

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

- i. there occurs any new regulation or any change in the 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 Company as a whole; or
- ii. there occurs any local, national or international event or change, whether or not forming part of a series of events or changes occurring or continuing before, 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 Company as a whole; or
- iii. any material adverse change in the business or in the financial or trading position of the Company as a whole which, in the reasonable opinion of the Underwriter, makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- iv. 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) which, in the reasonable opinion of the Underwriter, makes it inexpedient or inadvisable to proceed with the Rights Issue,

then in any such case the Underwriter may, after consultation with the Company or its advisers as the circumstances shall admit, by notice in writing to the Company on its own behalf (which may be given at any time up to the Latest Time for Termination) rescind the Underwriting Agreement.

If the Underwriter exercises its rights to terminate the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

FRACTIONAL ENTITLEMENT TO THE RIGHTS SHARES

On the basis of the entitlement to subscribe one (1) Rights Share for every one (1) Share held by the Qualifying Shareholders on the Record Date, no fractional entitlements of the Shares to the Rights Shares will arise from the Rights Issue.

EFFECT OF BAD WEATHER AND/OR EXTREME CONDITIONS ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES AND FOR APPLICATION AND PAYMENT FOR EXCESS RIGHTS SHARES

The latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will not take place if:

- (i) typhoon signal No. 8 (or above);
- (ii) "extreme conditions" caused by super typhoons as announced by the Government of the Hong Kong Special Administrative Region; or

(iii) a “black” rainstorm warning

- (a) is/are in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
- (b) is/are in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following 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.

If the Latest Time for Acceptance does not take place on the currently scheduled date, the dates mentioned in the “Expected Timetable” in the Prospectus may be affected. Announcement will be made as soon as practicable by the Company in such event.

GENERAL

Lodgment of this PAL with, where relevant, the “Form of Transfer and Nomination” (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or share certificates for the Rights Shares.

The Prospectus giving details of the Rights Issue are available from the websites of the Company (<https://www.cflg.com.hk>) and the Stock Exchange (<https://www.hkexnews.hk>).

The terms and conditions relating to application for the Rights Shares as set out in the Prospectus shall apply. This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong.

PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting 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, 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 head office and principal place of business in Hong Kong at 11/F., Wui Tat Centre, 55 Connaught Road West, Hong Kong or as notified from time to time in accordance with the applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Registrar, Tricor Tengis Limited, at 17th Floor, Far East Finance Centre, No. 16 Harcourt Road, Hong Kong for the attention of Personal Data Privacy Officer.

By order of the Board
CHINA FINANCIAL LEASING GROUP LIMITED
Lui Cheuk Hang Henri
Executive Director

* *For identification purpose only*

閣下如欲根據本暫定配額通知書全數接納供股股份之暫定配額，須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之港元全數股款以支票或銀行本票送達過戶登記處卓佳登捷時有限公司（地址為香港夏慤道16號遠東金融中心17樓），最遲於二零二四年二月七日（星期三）下午四時正前交回過戶登記處，所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，須註明抬頭人為「**CHINA FINANCIAL LEASING GROUP LIMITED — RIGHTS ISSUE ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆供股股份配額之指示亦載於隨附文件。本公司將不就有關股款另發收據。

供股須待供股章程「董事會函件」內「供股的條件及包銷協議」各段所載條件達成後，方告作實。

供股須待（其中包括）包銷協議成為無條件且包銷商並無根據其條款終止包銷協議（其概要載於供股章程內「終止包銷協議」一節）後方可作實。因此，供股不一定會進行。

包銷協議載有條款，授予包銷商於發生若干事件時全權酌情終止包銷商於協議項下的責任的權利。該等事件載於供股章程「終止包銷協議」一節。倘包銷協議由包銷商終止或並無成為無條件，供股將不會進行。

股份已自二零二四年一月十五日（星期一）起按除權基準買賣。未繳股款供股股份將於二零二四年一月二十六日（星期五）至二零二四年二月二日（星期五）（包括首尾兩天）進行買賣。

因此，任何擬於直至供股條件獲滿足當日進行股份買賣及自二零二四年一月二十六日（星期五）至二零二四年二月二日（星期五）（包括首尾兩天）期間進行未繳股款供股股份買賣的任何人士，將承擔供股可能不會成為無條件或不會進行的風險。任何股東或其他人士若擬買賣股份及／或未繳股款供股股份，建議諮詢其自身的專業顧問並審慎行事。

接納本暫定配額通知書指定之暫定配額的每位人士均確認彼已閱讀隨附文件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。

每份申請須隨附一張獨立開出的支票或銀行本票
本公司將不就股款另發收據



CHINA FINANCIAL LEASING GROUP LIMITED

中國金融租賃集團有限公司 *

(於開曼群島註冊成立之有限公司)

(股份代號：2312)

敬啟者：

緒言

茲提述中國金融租賃集團有限公司(「本公司」)刊發的日期為二零二四年一月二十四日有關供股的供股章程(「供股章程」)。除文義另有所指外，本通知書所用詞彙與供股章程中所界定者具有相同涵義。根據供股章程所載條款及條件並在其規限下，董事已向閣下暫定配發有關供股股份數目，基準為於二零二四年一月二十三日(星期二)以閣下名義在本公司股東名冊上登記持有每一(1)股股份獲發一(1)股供股股份。閣下於記錄日期持有之股份列於表格甲的甲欄，而所獲暫定配發予閣下之供股股份數目則列於本暫定配額通知書表格甲的乙欄。

閣下有權於二零二四年二月七日(星期三)下午四時正之前根據下文所載之方式，按每股供股股份0.12港元之認購價(股款應於接納時繳足)購買暫定配發予閣下之供股股份。

閣下可接納據此暫定配發予閣下之全部或任何數目之供股股份，或出售閣下有關該等供股股份之全部或任何權利。閣下如欲只接納閣下之部分暫定配額並將其餘配額轉讓，或擬將閣下之暫定配額轉讓予一名以上人士，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股的條件須待(其中包括)包銷協議成為無條件且未被終止方告作實。倘供股並非成為無條件，則供股將不會進行。供股(除受限於不可撤回承諾的供股股份)由包銷商悉數包銷。包銷安排詳情載於供股章程「包銷協議」一段。

供股股份

供股股份(當獲配發、繳足或入賬列作繳足及發行時)將在各方面彼此之間以及與供股股份配發及發行日期已發行股份享有同等地位。繳足股款供股股份的持有人將有權收取所有於繳足股款供股股份配發及發行日期或之後可宣派、作出或派付的未來股息及分派。

待供股股份(未繳股款及繳足股款形式)獲批准於聯交所上市及買賣以及符合香港結算的股票收納規定後，供股股份(未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，由未繳股款及繳足股款形式的供股股份各自開始於聯交所買賣當日，或香港結算釐定之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。所有中央結算系統的活動須受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所規限。有關該等交收安排的詳情及該等安排將如何影響其權利及權益，股東應向其持牌證券交易商或其他專業顧問尋求意見。

章程文件不擬根據香港以外任何司法權區的適用證券法例登記或備案。

概無採取任何行動以獲准在香港以外的任何地區或司法權區發售供股股份或分發供股章程或任何有關申請表格。因此，倘任何人士在香港以外的任何地區或司法權區收到任何供股章程的副本，均不得將其視為申請供股股份或額外供股股份的要約或邀請，除非該要約或邀請可在毋須遵守有關司法權法任何登記或其他法律或監管規定的情況下合法作出。

每名有意參與供股的人士有責任確保自身完全遵守相關司法管轄區的法律，包括獲得任何政府或其他可能要求的同意，或遵守其他必要的手續或法律要求，以及支付任何稅款、關稅及就此繳付該有關地區或司法管轄區規定須繳付之任何稅項及徵費。任何人士接受或申請供股將構成該人士向本公司作出已遵守當地法律及要求的陳述及保證。股東如有疑問，應諮詢其專業顧問。為免生疑問，香港結算或香港中央結算(代理人)有限公司均不受任何上述聲明和保證條款的規限。

有關接納及繳付股款的手續

合資格股東如欲全數接納其供股股份暫定配額，必須按本通知書所列印之指示將整份本暫定配額通知書連同暫定配額通知書表格甲的丙欄所示須於接納時支付之全數匯款，不遲於二零二四年二月七日(星期三)下午四時正之前交回過戶登記處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)。所有股款須以港元支票或銀行本票繳付。支票須由香港之持牌銀行賬戶開出，而銀行本票則須由香港之持牌銀行發出，並須註明抬頭人為「**CHINA FINANCIAL LEASING 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，除非原有承配人或以本身名義獲有效轉讓未繳股款供股股份的任何人士在不遲於二零二四年二月七日(星期三)下午四時正將已填妥之本暫定配額通知書連同本暫定配額通知書表格甲的丙欄所示之適當股款送達上文所述者，否則閣下暫定配額及其項下一切權利將被視為已被放棄並將被註銷。即使暫定配額通知書並未根據有關指示填妥，本公司並無責任將視一份暫定配額通知書為有效，並對交回或代為交回有關表格之人士具有約束力，惟可全權酌情如此行事。本公司可能要求相關人士於稍後階段填寫不完整的暫定配額通知書。

填妥及交回本暫定配額通知書，即構成閣下對本公司的保證及聲明，表示香港以外的所有相關司法權區有關本暫定配額通知書及任何接納暫定獲配發供股股份的所有登記、法律及監管規定均已或將獲適當遵守。為免生疑問，香港結算或香港中央結算(代理人)有限公司均不受任何聲明和保證的規限。閣下如對自身的情況有任何疑問，應諮詢股票經紀或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

轉讓

閣下如欲根據本暫定配額通知書轉讓閣下之全部暫定配額予其他一名人士或多名人士(作為聯名持有人)，閣下應填妥及簽署本暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽妥之暫定配額通知書轉交閣下之暫定配額之承讓人或經手辦理轉讓之人士。承讓人其後須填妥及簽署本暫定配額通知書內之「登記申請表格」(表格丙)，並將整份暫定配額通知書連同接納時以港元應付股款之全部款項，不遲於二零二四年二月七日(星期三)下午四時正送交上述地址之過戶登記處。所有股款須以港元支票或銀行本票繳付。支票須由香港之持牌銀行賬戶開出，而銀行本票則須由香港之持牌銀行發出，並須註明抬頭人為「**CHINA FINANCIAL LEASING 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，閣下轉讓有關供股股份之認購權予承讓人，以及承讓人接納有關權利須繳付香港從價印花稅。倘本公司認為以任何人士為受益人的任何轉讓可能違反適用法律或監管規定，則本公司保留權利拒絕受理任何轉讓登記。

如閣下為海外股東，請參閱供股章程「董事會函件」內「海外股東的權利(如有)」一節，以獲取可能適用於閣下的限制。

分拆

倘閣下欲僅接納閣下暫定配發的一部分或轉讓閣下部分權利以認購其項下暫定配發予閣下的供股股份或將閣下部分或全部權利轉讓予多於一名人士，則原暫定配額通知書須不遲於二零二四年一月三十日(星期二)下午四時三十分交回並遞交予過戶登記處卓佳登捷時有限公司(香港夏慤道16號遠東金融中心17樓)進行註銷，過戶登記處將註銷原暫定配額通知書並以所需面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暫定配額通知書後第二個營業日上午九時正後於上文所載地址之過戶登記處領取。

額外供股股份

合資格股東可透過額外申請而申請額外供股股份，包括已暫定配發但未獲合資格股東有效接納，或未繳股款供股股份之受讓人或承讓人基於其他原因不予認購之任何供股股份。

董事將遵照有關原則(任何額外供股股份將參考所申請的額外供股股份數目按比例分配予已申請認購額外供股股份的合資格股東，惟將不會參考以暫定配額通知書作出申請的供股股份或合資格股東所持有的現有股份數目)按公平公正基準酌情分配額外供股股份(如有)。倘可供額外申請的供股股份總數高於通過額外申請表格申請的額外供股股份總數，董事將向各合資格股東全數分配額外申請表格項下所申請的額外供股股份數目。為補足碎股至完整買賣單位而提出之申請將不獲優先處理。

任何合資格股東如欲申請在其暫定配額以外的任何供股股份，必須於二零二四年二月七日(星期三)下午四時正前，將隨附額外申請表格按其印備之指示連同就申請額外供股股份應付之單獨股款，一併交回過戶登記處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。所有股款須以港元支票或銀行本票繳付。支票須由香港之持牌銀行賬戶開出，而銀行本票則須由香港之持牌銀行發出，並須註明抬頭人為「**CHINA FINANCIAL LEASING GROUP LIMITED — EXCESS APPLICATION ACCOUNT**」，並以「**只准入抬頭人賬戶**」劃線方式開出。

供股的條件

供股須待包銷協議成為無條件且並無根據其條款予以終止後，方可作實。有關包銷協議先決條件的詳情，請參閱供股章程「董事會函件」內「供股」一節下「供股的條件及包銷協議」一段。倘供股的條件於二零二四年二月九日(星期五)下午四時三十分或本公司與包銷商可能書面協定的有關較後時間尚未獲全部滿足，則供股將不會進行。

買賣股份及未繳股款供股股份之風險警告

務請注意，股份將自二零二四年一月十五日(星期一)起按除權基準買賣。未繳股款供股股份將於二零二四年一月二十六日(星期五)至二零二四年二月二日(星期五)(包括首尾兩天)進行買賣。倘供股的任何先決條件於二零二四年二月九日(星期五)下午四時三十分或之前(或本公司與包銷商可能書面協定的較後日期或時間)尚未獲全部滿足或倘包銷商於該等時間或之前終止包銷協議，則供股將不會進行。

股東或其他人士如直至供股之所有先決條件獲達成之日(及終止包銷商的包銷協議權利當日)買賣股份及/或未繳股款供股股份，將因此承擔供股可能不會成為無條件或可能不會進行之風險。

股東及本公司潛在投資者於買賣股份及/或未繳股款供股股份時，務須審慎行事。任何人士(包括股東及本公司潛在投資者)如對其自身的情況或將採取的任何行動有任何疑問，須諮詢其自身的專業顧問。

支票及銀行本票

填妥的暫定配額通知書隨附的所有支票或銀行本票將於收訖後過戶，而有關款項賺取的所有利息將撥歸本公司所有。合資格股東或已向其有效轉讓認購供股股份權利的任何有關人士支付供股股份款項時填妥本暫定配額通知書及連同支票或銀行本票一併交回，即表示有關人士保證有關支票或銀行本票將於首次過戶時獲得兌現。在不損害本公司其他有關權利之情況下，本公司保留權利拒絕受理任何隨附支票或銀行本票於首次過戶時未能兌現之暫定配額通知書，而在該情況下，供股股份相關暫定配額及其項下的一切權利及配額將被視作已遭拒絕及將予註銷。

供股的股票及退款支票

待供股的各項條件獲達成後，所有繳足股款供股股份的股票預期將於二零二四年二月十九日（星期一）或之前以平郵投遞方式向有權收取之人士寄發至其登記地址，郵誤風險概由彼等自行承擔。倘供股不獲進行，退款支票將於二零二四年二月十九日（星期一）或之前以平郵投遞方式向有關股東寄發至其登記地址，郵誤風險概由彼等自行承擔。

每名股東將就所有獲配發之供股股份收取一張股票（不包括香港中央結算（代理人）有限公司）。

終止包銷協議

倘出現下列情況，包銷商有權於最後終止時限或之前向本公司發出書面通知終止包銷協議：

- i. 發生任何新法規或現行法律或法規（或其司法詮釋）出現任何變動或發生其他事件（不論其性質為何），而包銷商可能合理認為會對本公司整體業務或財務或經營狀況或前景構成重大不利影響；或
- ii. 任何地方、國家或國際發生有關政治、軍事、金融、經濟或其他性質（不論是否與上述任何一項屬同一類別）的事件或變動，不論是否在包銷協議日期之前或之後所發生或持續發生的一連串事件或變動之其中一部分，或任何地方、國家或國際爆發或逐步擴大成敵對狀況或武裝衝突性質，或發生可影響本地證券市場的事件，而包銷商可能合理認為會對本公司整體業務或財務或經營狀況或前景構成重大不利影響；或
- iii. 本公司整體業務或財務或經營狀況出現任何重大不利變動，而包銷商合理認為不適宜或不建議繼續進行供股；或
- iv. 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變動、證券買賣暫停或受到限制），而包銷商合理認為不適宜或不建議繼續進行供股，

則在任何有關情況下，包銷商在與本公司或其顧問協商後（視情況而定）可代表自身向本公司發出書面通知（可於最後終止時限前的任何時間發出）撤銷包銷協議。

倘包銷商行使其權利終止包銷協議，供股將不會進行。倘包銷協議由包銷商終止，本公司將另行刊發公告。

供股股份的零碎配額

按於記錄日期合資格股東每持有一（1）股股份認購一（1）股供股股份的配額的基準計算，供股將不會產生合併股份對供股股份的零碎配額。

惡劣天氣及／或極端情況對接納供股股份及繳付股款以及申請額外供股股份及繳付股款的最後時限的影響

倘出現下列情況，接納供股股份及繳付股款以及申請額外供股股份及繳付股款的最後時限將不會生效：

- (i) 八號（或以上）颱風信號；
- (ii) 香港特別行政區政府公佈超級颱風引起的「極端情況」；或

(iii) 「黑色」暴雨警告

- (a) 於任何本地時間中午十二時正前在香港生效，但於最後接納時限日期中午十二時正後不再有效。在此情況下，最後接納時限將延至同一個營業日下午五時正；或
- (b) 於最後接納時限日期於任何本地時間中午十二時正至下午四時正在香港生效。則最後接納時限將改為下一個營業日（於該日上午九時正至下午四時正期間任何時間並無任何該等警告於香港生效）下午四時正。

倘最後接納時限並無於現時預定日期發生，則供股章程內「預期時間表」所述日期或會受到影響。本公司將在此情況下盡快作出公告。

一般事項

本暫定配額通知書連同（如相關）由獲發暫定配額通知書人士所簽署本暫定配額通知書內之「轉讓及提名表格」（表格乙）一經交回，即確證交回之一名或多名人士有權處理暫定配額通知書及分配之分拆函件及／或供股股份之股票。

提供供股進一步詳情之供股章程可於本公司網站 (<https://www.cflg.com.hk>) 及聯交所網站 (<https://www.hkexnews.hk>) 獲取。

供股章程所載有關申請供股股份的條款及條件將適用。本暫定配額通知書及接納當中所載要約須根據香港法例規管並按此詮釋。

收集個人資料—暫定配額通知書

閣下填妥、簽署及交回本暫定配額通知書，即表示同意向本公司、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有關閣下或閣下為其利益而接納供股股份暫定配額之人士之任何資料。香港法例第486章個人資料（私隱）條例賦予證券持有人權利向本公司或過戶登記處確定是否持有彼等之個人資料、索取有關資料副本及更正任何不準確之資料。根據個人資料（私隱）條例，本公司及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。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司總辦事處及主要營業地點（地址為香港干諾道西55號會達中心11樓）或根據適用法律不時作出通知之地點（以本公司之公司秘書為收件人）或（視情況而定）以個人資料私隱主任為收件人寄往過戶登記處卓佳登捷時有限公司（地址為香港夏慤道16號遠東金融中心17樓）。

此 致

列位合資格股東 台照

承董事會命
中國金融租賃集團有限公司*
執行董事
呂卓恒

二零二四年一月二十四日

* 僅供識別