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IMPORTANT

重要提示

Reference is made to the prospectus (the “**Prospectus**”) issued by Xinyi Automobile Glass Hong Kong Enterprises Limited (the “**Company**”) dated 24 April 2018 in relation to the Rights Issue. 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 WEDNESDAY, 9 MAY 2018.

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

A copy of this PAL, together with a copy of the other Prospectus Documents, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance. The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

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.

The Underwriters have 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 section headed “TERMINATION OF THE UNDERWRITING AGREEMENT” in the Prospectus.

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. 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 Saturday, 12 May 2018), 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.

THIS PAL IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA (THE “U.S.”). THE RIGHTS SHARES (IN BOTH NIL-PAID AND FULLY- PAID FORMS), THIS PAL AND THE EAF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “U.S. SECURITIES ACT”) OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE U.S., AND MAY NOT BE OFFERED, SOLD, TAKEN UP, EXERCISED, RESOLD, RENOUNCED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE U.S. EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE U.S..

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 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 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 settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and the operational procedures of HKSCC in relation of CCASS in effect from time to time.

Dealings in the Shares may be settled through CCASS and you should consult your licensed securities dealer or registered institution in securities, 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.

茲提述信義汽車玻璃香港企業有限公司(「本公司」)於二零一八年四月二十四日就供股刊發之供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定之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」)乃有價值及可轉讓之表格，並應即時處理，本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載之供股要約將於二零一八年五月九日(星期三)下午四時正截止。

閣下如對本暫定配額通知書或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分本公司之股份，應諮詢閣下之股票經紀、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。

本暫定配額通知書之副本連同其他章程文件之副本，已遵照公司(清盤及雜項條文)條例第342C條之規定向香港公司註冊處處長註冊。香港公司註冊處處長、聯交所及證監會對任何此等文件之內容概不負責。

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。

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，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，載於供股章程「終止包銷協議」一節內。

供股須待包銷協議成為無條件及並無被終止時，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有條件達成當日(目前預期為二零一八年五月十二日(星期六)下午四時正)止之任何股份買賣，或於未繳股款供股股份方式進行買賣之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進行之風險。

投資者如對彼等之狀況有任何疑問，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之專業意見。

本暫定配額通知書不可直接或間接在或向美利堅合眾國(「美國」)刊發、發放或派發。未繳股款及繳足股款供股股份、本暫定配額通知書及額外申請表格尚未且不會根據一九三三年《美國證券法》(「美國證券法」)或美國任何州或者其他司法權區之任何證券法例進行登記。除根據《美國證券法》及美國任何州或者其他司法權區之任何適用證券法例豁免登記要求之外，不得在美國境內直接或間接進行要約、出售、接納、行使、轉售、放棄、轉讓或交付。

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份收納規定後，未繳股款及繳足股款供股股份將各自獲香港結算接納為合資格證券，可自各自開始於聯交所買賣當日或香港結算決定之其他日期起，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之交易須於其後第二個結算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有效之中央結算系統一般規則及香港結算有關中央結算系統的運作程序規則進行。

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。



XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED
信義汽車玻璃香港企業有限公司
(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock Code: 08328)
(股份代號: 08328)

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

*Hong Kong Branch
Share Registrar
and Transfer Office:*
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

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

**RIGHTS ISSUE OF 108,022,591 RIGHTS SHARES ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY FIVE EXISTING SHARES
HELD ON THE RECORD DATE
AT THE RIGHTS ISSUE PRICE OF HK\$1.85 PER RIGHTS SHARE**
按於記錄日期每持有五股現有股份獲發一股供股股份的基準
以供股價每股供股股份 1.85 港元進行 108,022,591 股供股股份的供股
**PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON 9 MAY 2018**
股款須不遲於二零一八年五月九日下午四時正前於接納時全數繳足

*Head Office and
Principal Place
of Business:*
Unit 2116-2117
21st Floor
Rykanan Capital Tower
No. 135 Hoi Bun Road
Kwun Tong, Kowloon
Hong Kong

總辦事處及主要營業地點：
香港
九龍觀塘
海濱道135號
宏基資本大廈21樓
2116至2117室

24 April 2018
二零一八年四月二十四日

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

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

[]

[]

Total number of Shares registered in your name(s) on 23 April 2018
於二零一八年四月二十三日登記於閣下名下之股份總數

BOX A
甲欄 []

Number of Rights Shares allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on 9 May 2018
閣下獲配發之供股股份數目，股款須不遲於二零一八年五月九日下午四時正前於接納時繳足

BOX B
乙欄 []

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

BOX C
丙欄 [HK\$ 港元]

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

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

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

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), 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 ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付從價印花稅之證明。

Form B

表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)

(只供擬轉讓彼/彼等載於表格甲內乙欄之全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors

Xinyi Automobile Glass Hong Kong Enterprises Limited

致：信義汽車玻璃香港企業有限公司
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/吾等之供股股份之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)之人士。

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

Hong Kong 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印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

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

(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors

Xinyi Automobile Glass Hong Kong Enterprises Limited

致：信義汽車玻璃香港企業有限公司
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 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	
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To be completed in BLOCK letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。 Names of Chinese applicants must be given both in English and in Chinese characters. 華裔申請人須填寫中英文姓名。				
Name in English 英文姓名	Family name or Company name (姓氏或公司名稱)	Other names (名字)	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 續姓名及/或聯名申請人姓名(如有需要)				
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人僅須填寫排名首位之申請人地址)				
Occupation 職業		Tel. No. 電話號碼		
Dividend Instructions 派息指示				
Name and address of bank 銀行名稱及地址	Bank Account no. 銀行賬戶號碼			
		BANK 銀行	BRANCH 分行	ACCOUNT 賬戶
		Bank account type 銀行賬戶類型		

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

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

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

Hong Kong stamp duty is payable 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印花稅。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, 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 SHARE REGISTRAR NO LATER THAN 4:00 P.M. ON WEDNESDAY, 9 MAY 2018 (OR, UNDER THE BAD WEATHER CONDITIONS, SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE" IN THE SECTION HEADED "EXPECTED TIMETABLE" IN THE PROSPECTUS). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BY CASHIER'S ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — PAL" 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.

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
- agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

閣下如欲根據本暫定配額通知書所載接納供股股份之全數暫定配額，須將本暫定配額通知書整份連同表格甲丙欄所示將由股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)收取之港元全數股款(以支票或銀行本票)，不遲於二零一八年五月九日(星期三)(或於惡劣天氣情況下，供股章程內「預期時間表」一節「惡劣天氣對最後接納時限的影響」一段所述之較後日期)下午四時正前交回股份過戶登記處，所有股款須以港元支票繳付，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，須註明抬頭人為「**XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — PAL**」，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配額之指示載於隨附文件。本公司將不另發股款收據。

接納本文件所載之暫定配額的每位人士均：

- 確認彼已閱讀所附表格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；及
- 同意本暫定配額通知書及因此構成之合約須受香港法律規限及根據香港法律詮釋。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY
EACH ACCEPTANCE

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

每份接納須隨附獨立之支票或銀行本票
本公司將不另發股款收據

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XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED

信義汽車玻璃香港企業有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 08328)

24 April 2018

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated in Box B on Form A of the PAL on the basis of 1 Rights Share for every 5 existing Shares in the Company registered in your name in the register of members of the Company on Monday, 23 April 2018. Your holding of existing Shares in the Company as at that date is set out in Box A on Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at the Rights Issue price of HK\$1.85 per Rights Share payable in full on acceptance, in the manner set out below, by no later than 4:00 p.m. on Wednesday, 9 May 2018.

You may, subject to the section headed "QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS" below, 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.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the articles of association of the Company, rank *pari passu* in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are 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 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 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 settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and the operational procedures of HKSCC in relation of CCASS in effect from time to time.



XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED

信義汽車玻璃香港企業有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：08328)

敬啟者：

緒言

根據暫定配額通知書及供股章程所載之條款及條件，並在本公司之組織章程細則的規限下，董事已暫定配發暫定配額通知書表格甲乙欄所載數目之本公司供股股份予閣下，基準為於二零一八年四月二十三日(星期一)以閣下名義在本公司股東登記冊上登記每五股本公司現有股份可獲配發一股供股股份。閣下於該日持有之本公司現有股份列於暫定配額通知書表格甲甲欄，而所獲暫定配發之供股股份數目則列於暫定配額通知書表格甲乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具相同涵義。

閣下有權不遲於二零一八年五月九日(星期三)下午四時正根據下文所載之方式以供股價每股供股股份1.85港元(於接納時全數繳足)收購暫定配發予閣下之供股股份。

在下文「合資格股東及不合資格股東」一節的規限下，閣下可接納據此暫定配發予閣下之全部或任何數目的供股股份，或出售閣下之全部或任何有關權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，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。

供股須待(其中包括)包銷協議成為無條件及並無被終止後，方可作實。倘若供股並未成為無條件，則供股將不會進行。

供股股份

將獲配發及發行的供股股份將(受本公司組織章程細則所限)於各方面各自(尤其包括股息、投票權及股本)及與於配發及發行供股股份當日之所有已發行股份享有同等權益，故該等繳足股款供股股份持有人將有權收取記錄日期為配發及發行供股股份日期或之後的所有未來股息及分派。

待未繳股款及繳足股款供股股份獲准於香港聯交所上市及買賣，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各自獲香港結算接納為合資格證券，可自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結算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香港結算有關中央結算系統的運作程序規則進行。

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents, the observing of any other requisite formalities and to pay any taxes and duties required to be paid in such jurisdictions in connection therewith.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must complete and lodge the whole of the PAL intact with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the PAL, so as to be received by no later than 4:00 p.m. on Wednesday, 9 May 2018 (or, under the bad weather conditions, such later date as mentioned in the paragraph "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE" in the section headed "EXPECTED TIMETABLE" in the Prospectus). All remittances must be in Hong Kong dollars by cheques which must be drawn on an account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to **"XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — PAL"** and crossed **"Account Payee Only"**. Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Share Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on Form A of the PAL, has been received as described above by 4:00 p.m. on Wednesday, 9 May 2018, whether by the original allottee or any person to whom the nil-paid Rights Shares have been validly transferred, your provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole and 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.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PAL required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the PAL), by no later than 4:30 p.m. on Monday, 30 April 2018 with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PAL in the denominations required which will be available for collection at the Share Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

接納手續

香港以外的任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如欲接納彼等於供股之權利，須使自己全面遵守所有相關司法權區之法例及規例，包括取得該等司法權區可能規定之任何政府或其他同意或辦理任何其他必要手續，以及繳付任何該等司法權區規定應付之相關稅項及徵費。

合資格股東如欲全數接納其供股股份暫定配額，必須將整份暫定配額通知書連同暫定配額通知書表格甲丙欄所示須於接納時應付之全數股款，不遲於二零一八年五月九日(星期三)(或於惡劣天氣情況下，供股章程內「預期時間表」一節「惡劣天氣對最後接納時限的影響」一段所述之較後日期)下午四時正交回股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東 183 號合和中心 17 樓 1712-1716 號舖)。所有股款須以港元支票繳付，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，須註明抬頭人為「**XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — PAL**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按暫定配額通知書及供股章程所載之條款，及在本公司之組織章程細則之規限下接納暫定配額。本公司將不另發股款收據。所有有關暫定配額通知書之查詢均須寄交股份過戶登記處(地址為香港灣仔皇后大道東 183 號合和中心 17M 樓)。

謹請注意，除非由原獲配售人或有效承讓有關未繳股款供股股份之任何人士填妥之暫定配額通知書連同暫定配額通知書表格甲丙欄所示之應繳股款已按上文所述於二零一八年五月九日(星期三)下午四時正前送達，否則閣下之暫定配額及一切據此而獲得之權利及配額將視作已遭放棄而被取消。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

分拆

閣下如欲只接納閣下之部分暫定配額而不放棄閣下暫定配額之餘額，或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士(並非作為聯名持有人)轉讓閣下全部或部分權利，則閣下須將整份原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份分拆暫定配額通知書包含的未繳股款供股股份數目(兩者合共應相等於暫定配額通知書表格甲乙欄所載列暫定配發予閣下的供股股份數目)的信件，不遲於二零一八年四月三十日(星期一)下午四時三十分交回及送遞股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東 183 號合和中心 17 樓 1712-1716 號舖)，以供股份過戶登記處註銷原暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交回原暫定配額通知書後第二個營業日上午九時正後於股份過戶登記處(地址同上)領取。

TRANSFER

If you wish to transfer all of your provisional allotment under the PAL to another person or persons as joint holders, you should complete and sign the “Form of Transfer and Nomination” (Form B) in the 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 the PAL and lodge the PAL intact together with a remittance for the full amount payable on acceptance with the Share Registrar, at Shops 1712-1716, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Wednesday, 9 May 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 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.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions granting the Underwriters the right to terminate the Underwriting Agreement on the occurrence of certain events, which have been set out in the section headed “TERMINATION OF THE UNDERWRITING AGREEMENT” in the Prospectus. If the Underwriting Agreement is terminated by the Underwriters or does not become unconditional, the Rights Issue will not proceed.

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 application monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation 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. Completion and return of a PAL together with a cheque or cashier’s order in payment for the Rights Shares accepted will constitute a warranty and representation by the applicant(s) that the cheque or the cashier’s order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Tuesday, 15 May 2018 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk. Each Shareholder will receive one share certificate for all allotted Rights Shares. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Tuesday, 15 May 2018 by ordinary post to the applicants at their own risk.

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 taken up by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

轉讓

閣下如欲根據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的承讓人或經手轉讓的人士。承讓人其後須填妥及簽署暫定配額通知書內之「登記申請表格」(表格丙)，並將暫定配額通知書連同接納時應付全部款項的股款，不遲於二零一八年五月九日(星期三)下午四時正送交股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)。

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。本公司保留權利拒絕受理以任何人士為受益人的任何轉讓登記，如本公司相信該轉讓或會違反適用法例或監管規定。

終止包銷協議

務請注意，包銷協議載有條款，授予包銷商於發生若干事件時終止包銷協議之權利，有關事件載於供股章程「終止包銷協議」一節內。倘包銷協議被包銷商終止或未能成為無條件，供股將不會進行。

支票及銀行本票

所有支票及銀行本票於收訖後立即過戶，而有關申請款項賺取之全部利息(如有)將撥歸本公司所有。在不影響本公司其他有關權利之情況，任何暫定配額通知書所隨附之支票或銀行本票未能於首次過戶時兌現，有關通知書有可能被拒絕受理，在此情況下，該暫定配額通知書下的暫定配額及所有權利將被視為已遭拒絕及將予以註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證及聲明，表示該支票或銀行本票於首次過戶時將可兌現。

供股的股票及退款支票

預期所有繳足股款供股股份之股票將於二零一八年五月十五日(星期二)或之前以平郵方式寄發予已接納及(如適用)申請認購供股股份並繳交股款之合資格股東，郵誤風險概由彼等自行承擔。每位股東將就所有獲配發之供股份收到一張股票。預期全部或部分不獲接納額外供股股份申請(如有)之退款支票將於二零一八年五月十五日(星期二)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

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或另行獲未繳股款供股股份棄權人或承讓人認購之任何供股股份，以及不合資格股東之任何未售配額有關的任何供股股份(如有)。

Application for excess Rights Shares may be made by completing a prescribed EAF. The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis on the following principles that no preference will be given to applications made for topping odd lot holdings to whole board lot holdings as the giving of such preference may potentially be abused by certain investors by splitting their Shares and thereby receiving more Rights Shares than they would receive if such preference is not given, which is an unintended and undesirable result; and subject to the availability of excess Rights Shares, the excess Rights Shares will be allocated to the Qualifying Shareholders who have applied for the excess application on a pro rata basis on the excess Rights Shares applied for by them.

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 Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by 4:00 p.m. on Wednesday, 9 May 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 by cheques which must be drawn on an account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to **"XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — EAF"** and crossed **"Account Payee Only"**.

FRACTIONAL ENTITLEMENTS

The entitlement of Qualifying Shareholders will be rounded down to the nearest whole number. 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 obtained, and the Company will retain the proceeds for its own benefit. Any unsold fractions of Rights Shares will be available for excess application by the Qualifying Shareholders under the EAF.

DISTRIBUTION OF THE PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to Qualifying Shareholders.

Distribution of the PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession of the PAL or any of the other Prospectus Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or beneficial owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as agreed between the Company and the Underwriters, the PAL and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the specified territories. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

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

可填妥特設之額外申請表格申請認購額外供股股份。董事將酌情按以下原則根據公平及衡平基準分配額外供股股份：為補足碎股至完整買賣單位而提出的申請將不獲優先處理，因此舉或有機會讓若干投資者濫用，藉拆細股份而獲得較不提供優先處理較多的供股股份，此乃非計劃及不理想的結果；及倘有足夠的額外供股股份，額外供股股份將分配予提供額外申請的合資格股東，基準為按其所申請的額外供股股份按比例分配。

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，並於二零一八年五月九日(星期三)下午四時正或本公司與包銷商可能協定之較後時間及／或日期之前，連同就所申請額外供股股份應付之獨立股款一併交回股份過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)，所有股款須以港元支票繳付，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，須註明抬頭人為「**XINYI AUTOMOBILE GLASS HONG KONG ENTERPRISES LIMITED — EAF**」，並以「**只准入抬頭人賬戶**」劃線方式開出。

零碎股份權益

合資格股東之權益將向下調整至最接近之整數。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，而倘若可獲得溢價(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，所得收益將歸本公司所有。任何未出售之零碎供股股份將可供合資格股東以額外申請表格作出額外申請。

派發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。

派發暫定配額通知書及其他章程文件至香港以外的司法權區可能受法律限制。擁有暫定配額通知書或任何其他章程文件的人士(包括(並不限於)代理人、保管人、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法權區的證券法例。任何股東或實益擁有人如對其狀況有任何疑問，應盡快諮詢合適之專業顧問。尤其是，除本公司與包銷商協定的若干例外情況外，暫定配額通知書及其他章程文件不應於任何特定地區派發、送交或送呈。倘本公司相信接納任何供股股份申請會違反任何司法權區之適用證券法例或其他法例或規例，則本公司保留拒絕接納任何有關申請之權利。

章程文件將不會在香港以外任何司法權區之適用證券法例註冊或存檔。

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the PAL, a Shareholder must have been registered as a member of the Company on Monday, 23 April 2018 and be a Qualifying Shareholder.

Non-Qualifying Shareholders are those Shareholder(s) whose name(s) appear(s) on the register of members of the Company on the Record Date and whose address(es) as shown on such register is/are outside Hong Kong where the Directors, based on legal opinion provided by legal advisers, consider it necessary or expedient to exclude any such Shareholders on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange in that place ("**Specified Territories**").

Receipt of the PAL and/or any other Prospectus Document does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the PAL and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed.

Notwithstanding any other provision in the PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting the PAL, each purchaser of nil-paid Rights Shares or subscriber of fully-paid Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on Monday, 23 April 2018, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the United States of America (the "**U.S.**");
- he/she/it is not accepting an offer to acquire or take up the nil-paid Rights Shares or fully-paid Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the nil-paid Rights Shares or to subscribe for or accept fully-paid Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the nil-paid Rights Shares and/or the fully-paid Rights Shares in an "offshore transaction" within the meaning of Regulation S (the "**Regulation S**") under the U.S. Securities Act of 1933 (the "**U.S. Securities Act**").;

合資格股東及不合資格股東

為符合資格參與供股及接納根據本暫定配額通知書所暫定配發的供股股份，股東於二零一八年四月二十三日(星期一)須為本公司之登記股東，且為合資格股東。

不合資格股東指於記錄日期名列本公司股東登記冊，及該登記冊上所示地址位於香港境外之股東，而董事根據法律顧問提供之法律意見，基於有關地區的法例之法律限制或該地區(「**特定地區**」)有關監管機構或證券交易所之規定，董事認為撇除任何有關股東乃屬必要或適宜。

收到暫定配額通知書及／或任何其他章程文件並不(亦將不會)構成在提呈要約屬違法之該等司法權區提呈要約，在該等情況下，暫定配額通知書及／或其他章程文件須視為僅供參照處理，亦不應複製或轉發。

儘管暫定配額通知書或任何其他章程文件有任何其他規定，本公司保留權利容許任何股東接納其權利，倘若本公司按其絕對酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或規例。

聲明及保證

倘若填妥、簽署及交回本暫定配額通知書，每名未繳股款供股股份的買方或繳足股款供股股份的認購人即據此向本公司及代表彼等之其他人士作出以下聲明及保證，除非本公司按其全權酌情決定以書面方式明確豁免有關規定：

- 彼於二零一八年四月二十三日(星期一)為股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；
- 彼可合法在其居住或目前所在司法權區獲提呈、承購、取得、認購及收取未繳股款供股股份及／或繳足股款供股股份；
- 彼並非居於或處於美利堅合眾國(「**美國**」)，或為美國之公民；
- 彼並非按非酌情基準為給予接納指示時居於或處於美國，或為美國之公民的人接納收購或接納未繳股款供股股份或繳足股款供股股份之建議；
- 彼並非代位處美國之任何人士行事，除非(a)接到美國以外地區人士之購買或接納未繳股款供股股份或認購或接納繳足股款供股股份之指示，及(b)發出該項指示之人士已確認彼(1)有權發出該項指示，及(2)(A)對該賬戶擁有投資決定權，或(B)為在一九三三年《美國證券法》(「**美國證券法**」)規例S(「**規例 S**」)所界定之「離岸交易」中收購未繳股款供股股份及／或繳足股款供股股份之投資經理或投資公司；

- he/she/it is acquiring the nil-paid Rights Shares and/or the fully-paid Rights Shares in an “offshore transaction” as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any “directed selling efforts” as defined in Regulation S;
- he/she/it is not acquiring the nil-paid Rights Shares or fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights Shares or fully-paid Rights Shares into the U.S.; and
- he/she/it understands that neither the nil-paid Rights Shares nor the fully-paid Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the nil-paid Rights Shares and fully-paid Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently, he/she/it understands the nil-paid Rights Shares or fully-paid Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the U.S. Securities Act.

Any person accepting and/or transferring the PAL or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person’s use of the PAL will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring the PAL, or requesting registration of the relevant nil-paid Rights Shares or fully-paid Rights Shares from within any of the Specified Territories; (ii) is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares or the fully-paid Rights Shares or to use the PAL in any manner in which such person has used or will use it; (iii) is not acting on a non-discretionary basis for a person resident in any of the Specified Territories at the time the instruction to accept or transfer was given; and (iv) is not acquiring the nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of any such nil-paid Rights Shares or fully-paid Rights Shares into any of the Specified Territories.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the PAL if it: (a) appears to the Company to have been executed in, or despatched from, any of the Specified Territories and the acceptance or transfer may involve a breach of the laws of the relevant Specified Territory or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give or be subject to any of the representations and warranties above.

- 彼正在一宗規例S所界定之「離岸交易」中收購未繳股款供股股份及／或繳足股款供股股份；
- 彼並非以規例S所界定之任何「定向銷售」方式獲提呈供股股份；
- 彼取得未繳股款供股股份或收購繳足股款供股股份之目的並非直接或間接向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、轉讓、交付或派發未繳股款供股股份或繳足股款供股股份；及
- 彼知悉未繳股款供股股份及繳足股款供股股份均無並將不會根據美國證券法或在美國任何州、地區或領地之任何證券監管當局註冊，而未繳股款供股股份及繳足股款供股股份乃依據規例S僅在美國以外分發及提呈。因此，彼明白，未繳股款供股股份或繳足股款供股股份或不可在或向美國提呈、出售、配發、接收、行使、轉售、棄權、質押、交付、派發或以其他方式轉讓，惟依據美國證券法註冊規定之豁免或在毋須遵守美國證券法註冊規定之交易除外。

任何人士接納及／或轉讓暫定配額通知書或要求登記暫定配額通知書內的供股股份，即已向本公司聲明及保證，除非已提供令本公司信納的證據或確認，證明該人士使用暫定配額通知書將不會違反任何司法權區的任何適用法律規定，該人士：(i)並非身在任何特定地區境內接納及／或轉讓暫定配額通知書或要求登記有關的未繳股款供股股份或繳足股款供股股份；(ii)並非身在任何特定地區或作出或接納要約以認購未繳股款供股股份或繳足股款供股股份或該人士曾經或將以任何方式使用暫定配額通知書乃屬違法的任何地區；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於任何特定地區的人士行事；及(iv)並非為直接或間接提呈、出售、配發、接收、行使、轉售、棄權、質押、轉讓、交付或分派任何未繳股款供股股份或繳足股款供股股份至任何特定地區而認購該等未繳股款供股股份或繳足股款供股股份。

倘出售現下列情況，本公司可視任何接納或聲稱接納暫定配額通知書內的供股股份的配發或轉讓或聲稱轉讓暫定配額通知書為無效：(a)本公司認為其為於任何特定地區簽立或寄發及接納或轉讓可能涉及違反有關特定地區之法律或接納或轉讓是可能違反任何司法權區的法例，或本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(b)就交付供股股份正式股票所提供的地位於任何特定地區而有關交付屬違法，或就交付供股股份正式股票提供的地址位於香港以外且交付該等股票乃屬違法的任何其他司法權區；或(c)聲稱拒絕上一段所規定的聲明及／或保證。

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已遵照或將遵照有關該項申請之所有登記、法律及監管規定。謹此說明，香港結算及香港中央結算(代理人)有限公司概不作出或受上述任何聲明及保證所限。

GENERAL

Lodgment of the PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the 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 a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 4,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 4,000). References in the PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the PAL, please address your questions to the Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the PAL, you agree to disclose to the Company and/or the Share Registrar and their respective advisers and agent's 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 the Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Share 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 Share 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 Head Office and Principal Place of Business in Hong Kong at Unit 2116-2117, 21st Floor, Rykadan Capital Tower, No. 135 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary; or (ii) (as the case may be) the Share Registrar at its address set out above.

Yours faithfully,
For and on behalf of
Xinyi Automobile Glass Hong Kong Enterprises Limited
TUNG Ching Sai
Chairman

一般事項

暫定配額通知書連同(如適用)由獲發本暫定配額通知書人士所簽署的轉讓及提名表格一經交回，即確證交回的人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份股票。如需要額外的供股章程，可於股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)索取。

所有文件(包括退款支票)將以平郵投遞方式寄予有關申請人或其他應得的人士，郵誤風險概由收件人自行承擔。

暫定配額通知書及所有接納其中所載之要約均須受香港法例規限，並按其詮釋。預期未繳股款供股股份將以4,000股之每手買賣單位進行買賣(現有股份目前以4,000股之每手買賣單位在聯交所進行買賣)。除另有說明者外，暫定配額通知書內所提及之時間及日期均為香港時間及日期。

倘若閣下對暫定配額通知書有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午六時正之營業時間將閣下的問題提交股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)。

倘若填妥、簽署及交回本暫定配額通知書，閣下同意向本公司及／或股份過戶登記處及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之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或股份過戶登記處是否持有其個人資料、索取有關資料的副本，以及更正任何不準確的資料。根據《個人資料(私隱)條例》，本公司及股份過戶登記處有權就處理任何查閱資料的要求收取合理費用。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的資料的所有要求，應寄往(i)本公司之總辦事處及主要營業地點(地址為香港九龍觀塘海濱道135號宏基資本大廈21樓2116至2117室)或根據適用法律不時通知之地點並以公司秘書為收件人，或(ii)(視情況而定)於上文所示地址之股份過戶登記處。

此致

列位合資格股東 台照

代表
信義汽車玻璃香港企業有限公司
主席
董清世
謹啟

二零一八年四月二十四日