



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

於轉讓供股股份認購權時，每一宗買賣均須繳付從價印花稅。餽贈或轉讓（並非以出售方式）實益權益亦須繳付從價印花稅。於登記轉讓本文件所指之任何供股股份之權利之前，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 his/their right(s)  
(僅供擬轉讓其權利之合資格股東填寫及簽署)

To: The Directors,  
**China Renji Medical Group Limited**  
致：中國仁濟醫療集團有限公司  
列位董事 台照

Dear Sirs,

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

敬啟者：

本人／吾等茲將本暫定配額通知書所列本人／吾等之供股股份之權利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) (all joint shareholders must sign) 簽署（所有聯名股東均須簽署）

Date 日期：\_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for Rights Shares.  
附註：轉讓供股股份認購權須繳付香港印花稅。

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 are being transferred)  
(僅供供股股份認購權之承讓人填寫及簽署)

To: The Directors,  
**China Renji Medical Group Limited**  
致：中國仁濟醫療集團有限公司  
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms set out in this provisional allotment letter and the accompanying 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／吾等同意依照本暫定配額通知書及隨附之供股章程內所載條款並在貴公司之組織章程細則限制下接納此等股份。

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上[X]號	
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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。聯名申請人僅須填寫排名首位之申請人之地址。				
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 applicants (if applicable) 姓名(續)及／或聯名申請人姓名(如適用)				
Address in English 英文地址				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 派息指示				
Name & Address of Bank 銀行名稱及地址				Bank Account No. 銀行賬戶號碼

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) (all joint applicants must sign) 簽署（所有聯名申請人均須簽署）

Date 日期：\_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the rights to subscribe for Rights Shares.  
附註：接納轉讓供股股份認購權須繳付香港印花稅。



**China Renji Medical Group Ltd**  
中國仁濟醫療集團有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 648)

16 September 2014

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus (the "Prospectus") dated 16 September 2014 despatched to shareholders of **CHINA RENJI MEDICAL GROUP LIMITED** (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of One Rights Share for every Two Shares registered in your name as at Friday, 12 September 2014 (the "Record Date") at a price of HK\$0.27 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken in any territory other than Hong Kong, to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue. No person receiving the Prospectus or a provisional allotment letter in any territory outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith.

The Company reserves the right to refuse to accept any application for Rights Shares if it believes, or has reason to believe, that such acceptance would violate the applicable securities or other laws or regulations of any territory. No application for Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

The Rights Shares, when allotted, issued and fully-paid or credited as fully-paid, will rank *pari passu* in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Shares.

**PROCEDURES FOR ACCEPTANCE**

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's share registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 30 September 2014 (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. 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 Renji Medical Group Limited – PAL**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the 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, has been physically received as described above by not later than 4:00 p.m. on Tuesday, 30 September 2014 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below) whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

Completion and return of this provisional allotment letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of the CCASS Participants, is not subject to any of the above representations and warranties.

**TRANSFER**

If you wish to transfer all of your Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this 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 provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Tuesday, 30 September 2014. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

**SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter or to transfer all of your such right, the original provisional allotment letter must be surrendered by not later than 4:00 p.m. on Monday, 22 September 2014 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day after the surrender of the original PAL.

**EFFECT OF BAD WEATHER**

The latest time for acceptance and payment for the Rights Shares will not take effect if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning:

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

If the latest time for acceptance of and payment for the Rights Shares does not take place on the Acceptance Time, the dates mentioned in this section may be affected. The Company will notify Shareholders by way of announcement of any changes to the expected timetable as soon as practicable.

**TERMINATION OF THE UNDERWRITING AGREEMENT**

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Friday, 3 October 2014, being the Settlement Date, if:

- (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 law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
  - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof) of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of 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 absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; 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 absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than thirty consecutive business days, excluding any suspension in connection with the clearance of the Prospectus Documents or other announcements or circulars in connection with the Rights Issue, the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate this Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (i) any material breach of any of the representation, warranties or undertakings under the Underwriting Agreement that come to the knowledge of the Underwriter; or
- (ii) any events, which would render the warranties contained under the Underwriting Agreement untrue or incorrect in any material respect, comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

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

Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 18 September 2014 to Thursday, 25 September 2014 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Friday, 3 October 2014), or in the Rights Shares in the nil-paid form during the period from Thursday, 18 September 2014 to Thursday, 25 September 2014, being the respective first and the last day of dealings in the nil-paid Rights Shares (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional adviser(s).

**CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order does not meet all the remittance requirements stated in this form or is dishonoured on first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all Rights Shares given pursuant to it will be deemed to have been declined and will be cancelled.

**CERTIFICATES FOR RIGHTS SHARES AND REFUND**

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on or before Friday, 10 October 2014.

You will receive one Share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or about Friday, 10 October 2014.

**GENERAL**

Lodgement 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 certificates for Shares.

This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from the registered office of the Company in Hong Kong at 36/F, Times Tower, 391-407, Jaffe Road, Wanchai, Hong Kong and the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

**PERSONAL DATA COLLECTION – PROVISIONAL ALLOTMENT LETTER**

By completing, signing and submitting the forms accompanying this provisional allotment letter, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at 36/F, Times Tower, 391-407, Jaffe Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar at its address set out above for the attention of Privacy Compliance Officer.

By Order of the Board  
**China Renji Medical Group Limited**  
**Chan Ka Chung**  
Chairman



# China Renji Medical Group Ltd

## 中國仁濟醫療集團有限公司

(於香港註冊成立之有限公司)

(股份代號：648)

敬啟者：

茲根據日期為二零一四年九月十六日寄發予中國仁濟醫療集團有限公司(「本公司」)股東之供股章程(「供股章程」)所載條款，董事已按在二零一四年九月十二日(星期五)(「記錄日期」)登記於閣下名下每股股份可獲發一股供股股份之基準，按每股供股股份0.27港元之價格向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄，而閣下獲暫定配發之供股股份數目列於乙欄。除文義另有所指外，供股章程所界定之詞彙與本函件所採用者具有相同涵義。

就供股而刊發之文件並無根據或遵從香港以外任何司法權區之任何適用證券法例登記或存檔，亦無在香港以外任何地區採取任何行動以批准呈發供股股份或派發就供股而刊發之任何文件。於香港以外任何地區接獲供股章程、暫定配額通知書之任何人士，概不得將之視為申請供股股份之要約或邀請，除非於有關地區可在毋須遵守任何登記或其他法例或監管規定之情況下合法提出該項要約或邀請。在下文所述規限下，身處香港境外之任何人士如欲申請供股股份，有責任自行確保已就此遵守所有有關地區之法例及規例，包括取得任何政府或其他同意，及就此繳納該地區所需繳付之任何稅項及徵稅。

倘本公司相信或有理由相信接納任何供股股份申請將違反任何地區之適用證券或其他法例或規例，則會保留權利拒絕接納該項申請。不合資格股東提出之供股股份申請一概不獲受理。供股股份一經配發、發行及繳足或入賬列作繳足股款，將與當時已發行股份在各方面享有同等權利，包括有權收取可能於供股股份之配發日期或之後所宣派、作出或派付之一切未來股息及分派。

### 接納手續

閣下如欲接納暫定配額，最遲須於二零一四年九月三十日(星期二)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後日期)下午四時正前將本暫定配額通知書整份連同丙欄所須於接納時繳付之全部股款，送交本公司之股份過戶登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓(「過戶處」)。全部股款須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出，註明抬頭人為「China Renji Medical Group Limited — PAL」，並劃線註明「只准入抬頭人賬戶」。閣下繳付股款後即表示按照本暫定配額通知書與供股章程之條款，並在本公司之組織章程細則規限下接納暫定配額。本公司將不就股款另發收據。

務請注意，除非本暫定配額通知書連同丙欄所示之應繳股款最遲於二零一四年九月三十日(星期二)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之較後日期)下午四時正前由原獲配發人或任何承讓權利之人士按上文所述交回，否則此項暫定配額及一切有關權利將視為予以放棄並將予以註銷。

填妥及交回本暫定配額通知書將構成對本公司作出之保證及陳述，表明已經或將會就暫定配額通知書及接納暫定配額通知書正式遵守香港以外之所有有關地區之一切登記、法例及監管規定。為免疑慮，代表中央結算系統參與者認購供股股份之香港中央結算(代理人)有限公司不受上述任何聲明及保證約束。

### 轉讓

閣下如欲將獲暫定配發之供股股份全部轉讓他人，須填妥及簽署轉讓及提名表格(表格乙)，並將本暫定配額通知書交予閣下欲轉讓權利之人士或經手轉讓權利之人士。

轉讓人士須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之全部股款，最遲於二零一四年九月三十日(星期二)下午四時正前交回過戶處。務請注意，閣下於轉讓可認購有關供股股份之權利時須繳納香港印花稅。

### 拆細

閣下如僅接納部分暫定配額或將閣下根據暫定配額通知書獲暫定配發認購供股股份之部分權利或閣下之所有權利轉讓，則原有暫定配額通知書最遲須於二零一四年九月二十二日(星期一)下午四時正前交回過戶處，而過戶處將註銷原有暫定配額通知書及按所要求之股份面額發出新暫定配額通知書。有關新暫定配額通知書將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過戶處可供領取。

### 惡劣天氣之影響

於下列情況下，接納供股股份及繳付股款之最後時間將不會生效：

- 倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告於接納時間中午十二時正前任何本地時間於香港懸掛及於接納時間中午十二時正後不再懸掛。在此情況下，接納供股股份及繳付股款之最後時間將順延至同一營業日下午五時正；或
- 倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告於接納時間中午十二時正至下午四時正內任何本地時間於香港懸掛。在此情況下，接納供股股份及繳付股款之最後時間將順延至在上午九時正至下午四時正內任何時間並無懸掛任何該等警告之日下一個營業日下午四時正。

倘接納供股股份及繳付股款之最後時間並無於接納時間出現，則本節提及之日期或會受影響。預期時間表如有任何變動，本公司將在實際可行情況下儘快以公佈形式通知股東。

### 終止包銷協議

倘發生下述情況，包銷商可於結算日期二零一四年十月三日(星期五)下午四時正前向本公司發出書面通知，隨時終止包銷協議所載安排：

- 包銷商合理認為供股之成功將會因以下事件而受到重大不利影響：
  - 頒佈任何新法例或法規或現時之法例或法規(或其有關之司法詮釋)出現任何變動或出現任何性質之其他事宜，從而令包銷商全權認為可能對本集團整體之業務或財務或經營狀況或前景造成重大不利影響或對供股造成重大不利影響；或
  - 發生任何地方、國家或國際間事件或變動(無論是否屬於在包銷協議日期之前及/或之後所發生或持續發生之一連串事件或變動之一部分)而屬政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項同類)，或屬地方、國家或國際之敵對或武裝衝突爆發或升級性質，或可影響本地證券市場，從而令包銷商全權認為可能對本集團整體業務或財務或經營狀況或前景造成重大不利影響，或對供股之成功造成重大不利影響或令進行供股屬不宜或不受；或
- 市況發生任何不利變動(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，證券之買賣被暫停或受到嚴重限制)，從而令包銷商全權認為可能對供股之成功造成重大或不利影響或令進行供股屬不宜或不智；或
- 本公司或本集團任何成員公司之情況出現任何變動，從而令包銷商全權認為將對本公司之前景造成不利影響，包括但不限於上述之一般性原則，就本公司或本集團任何成員公司清盤或解散或類似事件提交呈請或通過決議案或類似事件或本集團任何重大資產損毀；或
- 發生任何不可抗力事件，包括但不限於有關一般性原則，任何天災、戰爭、暴動、公眾秩序擾亂、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項同類)；或
- 任何事項倘於緊接供股章程日期前發生或發現而並無在供股章程披露，則構成包銷商全權認為對供股而言屬重大遺漏者；或
- 整體證券或本公司證券於聯交所暫停買賣超過連續三十個營業日，不包括就核准章程文件或有關供股之其他公告或通函而引致之任何暫停買賣，包銷商將有權於最後終止時限前透過向本公司發出書面通知之方式終止包銷協議。

倘在最後終止時間前發生下述情況：

- 就包銷商所知對包銷協議項下任何聲明、保證或承諾之任何重大違反；或
- 就包銷商所知將導致包銷協議所載之保證於任何重大方面失實或錯誤之任何事件，則包銷商有權發出書面通知以撤銷包銷協議。

任何該等通知應於最後終止時間前由包銷商發出。

倘包銷商行使上述權利，則不會進行供股。

於供股之條件仍未達成時，未繳股款之供股股份將於二零一四年九月十八日(星期四)至二零一四年九月二十五日(星期四)(包括首尾兩日)之期間進行買賣。任何股東或其他人士由即日起至供股所涉及之一切條件達成之日(預期為二零一四年十月三日(星期五))之期間內買賣股份，或於二零一四年九月十八日(星期四)至二零一四年九月二十五日(星期四)即分別為買賣未繳股款供股股份之首日及最後一日(包括首尾兩日)之期間內買賣未繳股款供股股份，均須因此而承擔供股未能成為無條件及未能進行之風險。倘供股未能進行，所收取之認購股款將不計利息以支票退還申請人。任何股東或其他人士如欲於該等期間買賣股份及/或未繳股款之供股股份而對本身之情況有任何疑問，請諮詢彼等之專業顧問之意見。

### 支票及銀行本票

所有支票及銀行本票均將於收訖後過戶，而該等款項所賺取之全部利息將撥歸本公司所有。倘任何支票或銀行本票並未符合本表格所述之所有匯款要求或於首次過戶時未能兌現，則本暫定配額通知書可遭拒絕受理；在此情況下，該暫定配額及據此獲得之所有供股股份將視為予以放棄並將予以註銷。

### 供股股份之股票及退款

閣下繳足股款供股股份之股票將於二零一四年十月十日(星期五)或之前以普通郵遞方式寄發予有權收取之人士，郵誤風險概由彼等自行承擔。

閣下將就所獲發行的全部供股股份獲發一張股票。

倘若包銷商行使權利終止或取消包銷協議，或供股之條件不獲達成，則就接納供股股份而言已收取之股款將會不計利息退還予合資格股東或已獲有效轉讓未繳股款供股股份之其他人士，或如屬聯名接納，則股款將不計利息退還予名列首位之人士，退款支票將會於二零一四年十月十日(星期五)或前後以普通郵遞方式寄往合資格股東之登記地址或寄予該等其他人士，郵誤風險概由彼等自行承擔。

### 一般資料

一併交回本暫定配額通知書及(如適用者)轉讓及提名表格(已由獲發本暫定配額通知書之人士簽署)後，即確實證明交回上述文件之人士有權處理有關文件，並有權收取分拆配額函件及/或股票。

本暫定配額通知書及任何所載要約之接納須受香港法例管轄並按其詮釋。

載述供股詳情之供股章程可於一般辦公時間內於本公司之香港註冊辦事處(地址為香港灣仔謝斐道391-407號新時代中心36樓)及過戶處(地址為香港皇后大道東183號合和中心22樓)索取。

### 收集個人資料 — 暫定配額通知書

填妥、簽署及交回隨附本暫定配額通知書之表格，即表示閣下同意向本公司、過戶處及/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暫定配發供股股份之人士之任何資料。《個人資料(私隱)條例》賦予證券持有人權利，可確定本公司或過戶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(個人資料(私隱)條例)，本公司及過戶處有權就處理任何查詢資料要求收取合理費用。所有有關查詢資料或更正資料或查詢有關政策及慣例以及持有資料種類之訊息的要求，應寄往本公司之註冊辦事處(香港灣仔謝斐道391-407號新時代中心36樓)或根據適用法律不時通知之地址，註明公司秘書收；或(視情況而定)寄往過戶處(地址見上文)，註明私隱條例事務主任收。

此致

列位合資格股東 台照

董事會會命  
中國仁濟醫療集團有限公司  
主席  
陳嘉忠

二零一四年九月十六日