

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 Gold Peak Industries (Holdings) Limited (the “**Company**”) dated 8 March 2022 in relation to the Rights Issue (the “**Prospectus**”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述金山工業(集團)有限公司(「本公司」)所刊發日期為二零二二年三月八日有關供股之章程(「章程」)。暫定配額通知書及額外申請表格應與章程一併閱覽。除文義另有所指外，本暫定配額通知書所用詞彙與章程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 EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON TUESDAY, 22 MARCH 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER 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」)乃具有價值及可轉讓，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」)所載之要約將於二零二二年三月二十二日(星期二)下午四時正(或下文「惡劣天氣或極端情況對接納供股股份與繳付股款及申請額外供股股份與繳付相關股款之最後時限之影響」一段所述之較後日期及/或時間)屆滿。

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 STOCKBROKER, LICENSED DEALER IN SECURITIES OR 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，應諮詢閣下之股票經紀、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。

A copy of this PAL, together with a copy of the Prospectus, the EAF and other documents specified in the paragraph headed “12. 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 38D of the Companies (WUMP) 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.

本暫定配額通知書連同章程、額外申請表格及於章程附錄三「12. 送呈香港公司註冊處處長之文件」一段所述之其他文件，已遵照公司(清盤及雜項條文)條例第38D條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對任何此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，概不對因本暫定配額通知書全部或任何部份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。

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

股份及供股股份(以未繳股款及繳足股款形式)之買賣可透過香港結算營運之中央結算系統進行交收，閣下應就該等交收安排及該等安排對閣下權利及權益可能構成之影響之詳情，諮詢閣下之股票經紀、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。

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated or rescinded the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the sections headed “Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue and the Underwriting Agreement” and “Rescission and Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

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包銷協議之條款(有關概要載於章程「董事局函件—包銷協議—供股及包銷協議之條件」及「撤銷及終止包銷協議」各節)終止或撤銷包銷協議後，方可作實。因此，供股未必會進行。

Shareholders should note that the existing Shares have been dealt in on an ex-rights basis from Friday, 25 February 2022. The nil-paid Rights Shares will be dealt in from Thursday, 10 March 2022 to Thursday, 17 March 2022 (both days inclusive).

股東須注意，現有股份已於二零二二年二月二十五日(星期五)起按除權基準買賣。未繳股款供股股份將於二零二二年三月十日(星期四)至二零二二年三月十七日(星期四)(包括首尾兩天)進行買賣。

Any dealings in the Shares from the date of the Prospectus up to the date on which the conditions of the Rights Issue are fulfilled or waived (as applicable), and any dealings in the nil-paid Rights Shares from Thursday, 10 March 2022 to Thursday, 17 March 2022 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares and/or the nil-paid Rights Shares, and if you are in any doubt about your position, you are recommended to consult your professional advisers.

因此，於章程日期至供股條件獲達成或豁免(倘適用)之日期間買賣任何股份及於二零二二年三月十日(星期四)至二零二二年三月十七日(星期四)(包括首尾兩日)期間買賣任何未繳股款供股股份，將承擔供股可能不會成為無條件及可能不會進行之風險。因此，股東及潛在投資者於買賣股份及/或未繳股款供股股份時，務必審慎行事，如閣下對自身之情況有任何疑問，應諮詢閣下之專業顧問。

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 activities 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並符合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之日或香港結算釐定之有關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在其後第二個交易日在中央結算系統內進行交收。於中央結算系統內進行之一切活動必須依照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

You are reminded that the Rights Issue is subject to the Scaling-down, details of which are set out in the Prospectus.

閣下務請注意，供股受縮減規限，有關詳情載於章程。

All times and dates stated in this PAL refer to Hong Kong local times and dates.

本暫定配額通知書所述之所有時間及日期均指香港本地時間及日期。

In case of any inconsistency between the English and Chinese versions of this PAL, the English version will prevail.

倘本暫定配額通知書之中英文版本有任何歧義，概以英文版本為準。

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

本暫定配額通知書及據此作出之所有申請均須受香港法例規管及按其詮釋。

Form A
表格甲
Share registrar
and transfer office:
Tricor Abacus Limited
Level 54, Hopewell Centre
183 Queen's Road East
Hong Kong

股份過戶登記處：
卓佳雅柏勤有限公司
香港
皇后大道東183號
合和中心54樓

金山工業(集團)有限公司
Gold Peak Industries (Holdings) Limited

(Incorporated in Hong Kong under the Companies Ordinance)
(根據公司條例在香港註冊成立)
(Stock Code: 40)
(股份代號：40)



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

Registered Office:
9/F, Building 12W
12 Science Park West
Avenue
Phase 3
Hong Kong Science Park
Pak Shek Kok
New Territories
Hong Kong

註冊辦事處：
香港
新界
白石角
香港科學園
第三期
科技大道西12號
12W座9樓

8 March 2022
二零二二年三月八日

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR
EVERY SIX (6) EXISTING SHARES HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$0.62 PER RIGHTS SHARE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON TUESDAY, 22 MARCH 2022**

按於記錄日期
每持有六(6)股現有股份獲發一(1)股供股股份之基準
以每股供股股份0.62港元之認購價進行供股
股款須不遲於二零二二年三月二十二日(星期二)
下午四時正接納時繳足

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

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[]

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

[]

Total number of Shares registered in your name(s) on Monday, 7 March 2022
於二零二二年三月七日(星期一)登記於閣下名下之股份總數

BOX A
甲欄

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Number of Rights Shares provisionally allotted to you subject to payment in
full on acceptance by no later than 4:00 p.m. on Tuesday, 22 March 2022
暫定配發予閣下之供股股份數目，股款須不遲於二零二二年三月二十二日(星
期二)下午四時正接納時繳足

Box B
乙欄

[]

Total subscription monies payable in full upon acceptance
於接納時全數應繳之認購股款總額

Box C
丙欄

HK\$
港元

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

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

Contact telephone number:
聯絡電話號碼：_____

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR ABACUS LIMITED AT LEVEL 54, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG (THE "REGISTRAR"), TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C IN FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON TUESDAY, 22 MARCH 2022 (OR, UNDER BAD WEATHER CONDITIONS OR EXTREME CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER 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" IN THE ENCLOSED SHEET). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BANKER'S CASHIER ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "GOLD PEAK INDUSTRIES (HOLDINGS) LIMITED – RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY".

INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET.

NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

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

閣下如欲全數接納本暫定配額通知書所列之供股股份暫定配額，必須將本暫定配額通知書整份連同表格甲之丙欄所示於接納時應繳之全數股款之港元支票或銀行本票，在不遲於二零二二年三月二十二日（星期二）下午四時正（或於惡劣天氣或極端情況下，於附頁「惡劣天氣或極端情況對接納供股股份與繳付股款及申請額外供股股份與繳付相關股款之最後時限之影響」一段所述之較後時間或日期）前送達登記處卓佳雅柏勤有限公司，地址為香港皇后大道東183號合和中心54樓（「登記處」），方為有效。所有股款須以港元繳付，並須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。所有支票或銀行本票均須註明抬頭人為「GOLD PEAK INDUSTRIES (HOLDINGS) LIMITED – RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出。

有關轉讓及分拆之指示亦載於附頁。

本公司將不會就有關股款另發收據。

接納本暫定配額通知書所載暫定配額之每位人士均確認其已閱讀附頁及章程所載條款及條件以及接納手續，並同意受其約束。

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

每份申請須隨附一張獨立開出之支票或銀行本票

本公司將不會就股款另發收據

IN THE EVENT OF 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 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 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，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指任何供股股份之權利前，須出示已繳付香港從價印花稅之證明。

Form B
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 Share(s) comprised herein)
(只供擬轉讓彼/彼等認購本暫定配額通知書所列供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
Gold Peak Industries (Holdings) Limited
致：金山工業(集團)有限公司
列位董事 台照

Dear Sir/Madam,
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. I/We have read the terms and conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

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。本人/吾等已細閱附頁所載各項條款及條件及轉讓手續，並同意受其約束。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of 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: _____ 2022

日期：二零二二年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable in connection with the transfer of right(s) to subscribe for the Rights Share(s).
閣下須就轉讓認購供股股份之權利繳付香港從價印花稅。

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 right(s) to subscribe for the Rights Share(s) 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
Gold Peak Industries (Holdings) Limited
致：金山工業(集團)有限公司
列位董事 台照

Dear Sir/Madam,
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. I/We have read the terms and conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：
本人/吾等謹請閣下將表格甲之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。本人/吾等已細閱附頁所載各項條款及條件及轉讓手續，並同意受其約束。

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。
For Chinese applicant(s), please provide your name(s) in both English and Chinese.
中國籍申請人請填寫中英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Name in Chinese 中文姓名	
	Other name(s) 其他姓名		
Name continuation and/or full name(s) of joint applicant(s) in English (if applicable) 姓名(續)及/或聯名申請人英文全名(如適用)			
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位申請人之地址)			
Occupation 職業		Telephone number 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 application(s) (all joint applicants must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2022

日期：二零二二年 _____ 月 _____ 日

Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your right(s) to subscribe for the Rights Share(s).
閣下須就接納可認購供股股份之權利繳付香港從價印花稅。

金山工業(集團)有限公司

Gold Peak Industries (Holdings) Limited

(Incorporated in Hong Kong under the Companies Ordinance)

(Stock Code: 40)



Dear Qualifying Shareholder(s),

8 March 2022

INTRODUCTION

Reference is made to the prospectus issued by Gold Peak Industries (Holdings) Limited (the “**Company**”) dated 8 March 2022 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 the terms and conditions of this 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 a number of Rights Shares on the basis of one (1) Rights Share for every six (6) existing Shares held and registered in your name(s) as at the Record Date (i.e. Monday, 7 March 2022) at a subscription price of HK\$0.62 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

The Rights Issue is only underwritten on a best effort basis and there are no requirements for minimum levels of subscription in respect of the Rights Issue. Subject to fulfilment or satisfaction of the conditions precedent of the Rights Issue, the Rights Issue shall proceed regardless of its level of acceptances, and up to 130,782,158 Rights Shares can be subscribed subject, however, to any Scaling-down vis-a-vis the GO Obligation or the Public Float Requirement. In the event of under-subscription, any Rights Shares not taken up by the Qualifying Shareholders whether under PAL(s) or EAF(s), or transferees of nil-paid Rights Shares, and not subscribed by subscribers procured by the Underwriter will not be issued, and hence, the size of the Rights Issue will be reduced accordingly.

RIGHTS SHARES

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

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 activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated or rescinded the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the sections headed “Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue and the Underwriting Agreement” and “Rescission and Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact in accordance with the instructions printed herein with the Registrar, Tricor Abacus Limited, at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong, together with a remittance in Hong Kong dollars for the full amount payable on acceptance, as set out in Box C in Form A so as to be received by the Registrar by no later than 4:00 p.m. on Tuesday, 22 March 2022 (or, under bad weather conditions or extreme conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER 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). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “**GOLD PEAK INDUSTRIES (HOLDINGS) LIMITED – RIGHTS ISSUE ACCOUNT**” and crossed “**Account Payee Only**”. Such payment will constitute acceptance of the provisional allotment of the Rights Shares 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. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that, unless the duly completed PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been lodged with the Registrar for registration as described above by no later than 4:00 p.m. on Tuesday, 22 March 2022 (or, under bad weather conditions or extreme conditions, such later time or date as mentioned in the paragraph headed **“EFFECT OF BAD WEATHER 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) whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to but may, at its sole absolute discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

APPLICATION FOR EXCESS RIGHTS SHARES

Subject always to the Scaling-down mechanism as described in the paragraph headed “Scale-down of subscriptions to avoid triggering the GO Obligation and non-compliance with Public Float Requirement” in the section headed “Letter from the Board” of the Prospectus, the Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing (i) any Rights Shares provisionally allotted but not accepted by any of the Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares prior to the Latest Time for Acceptance; (ii) any entitlements of the Non-Qualifying Shareholders provisionally allotted to a nominee of the Company which are left unsold; (iii) any of the Rights Shares created from the aggregation of fractions of the Rights Shares which are left unsold; and (iv) the Scaled-down PAL Shares (if any) and the Scaled-down EAF Shares (if any).

Application for Excess Rights Shares should be made by completing and signing the EAF. Subject to the requirements of Rule 7.21(3)(b) of the Listing Rules, the Company will, upon consultation with the Underwriter, allocate the Excess Rights Shares (if any) at their discretion on a fair and equitable basis on principle that Excess Rights Shares will be allocated to the Qualifying Shareholders who have applied for excess application on a pro rata basis by reference to the number of the Excess Rights Shares applied for. Reference will only be made to the number of Excess Rights Shares being applied for but no reference will be made to the Rights Shares comprised in applications by the PALs or the existing number of Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders and/or transferees of nil-paid Rights Shares under the PALs is greater than the aggregate number of Excess Rights Shares applied for through the EAFs, the Company will allocate to each Qualifying Shareholder who applies for Excess Rights Shares in full application. No preference will be given to applications for topping up odd lots to whole board lots. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

If a Qualifying Shareholder wishes to apply for any Excess 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 in accordance with the instructions printed thereon, with the Registrar by no later than 4:00 p.m. on Tuesday, 22 March 2022 (or, under bad weather conditions or extreme conditions, such later time or date as mentioned in the paragraph headed **“EFFECT OF BAD WEATHER 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). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to **“GOLD PEAK INDUSTRIES (HOLDINGS) LIMITED – EXCESS APPLICATION ACCOUNT”** and crossed **“Account Payee Only”**. No receipt will be issued in respect of any remittance received.

THE SCALING-DOWN MECHANISM

Pursuant to the Underwriting Agreement, as the Rights Issue is only underwritten by the Underwriter on a best effort basis, and so as to avoid the unwitting triggering of the GO Obligation and/or any non-compliance with the Public Float Requirement, all applications for Rights Shares whether under the PAL(s) or the EAF(s), or by transferees of nil-paid Rights Shares, or by subscribers procured by the Underwriter will be made on the basis that the applications are to be scaled-down by the Company to a level which (i) does not trigger a GO Obligation on the part of the applicant or parties acting in concert with him/her/it; and/or (ii) does not result in the non-compliance of the Public Float Requirement on the part of the Company. Any subscription monies for the Scaled-down PAL Shares or the Scaled-down EAF Shares will be refunded to the applicants, and the Scaled-down PAL Shares and the Scaled-down EAF Shares will be made available for subscription by other Qualifying Shareholders through the EAF(s).

Such Scaling-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (a) EAF(s) should be scaled down before PAL(s); (b) where the scale-down is necessitated by the exceeding of shareholding by a group of Qualifying Shareholders acting in concert (the **“Affected Group(s) of Shareholders”**) rather than an individual Qualifying Shareholder, the allocations of EAF(s) and PAL(s) to members of the Affected Group of Shareholders should be made by reference to the number of Shares held by the affected applicants on the Record Date; and (c) the allocations of EAF(s) and PAL(s) to different Affected Groups of Shareholders and/or affected individual Qualifying Shareholders should be made by reference to the number of Shares held by the affected applicant(s) and/or affected group(s) of applicant(s) on the Record Date, but for avoidance of any doubt, any or any such onward allocation(s) shall be subject to the Scaling-down as well so as to avoid triggering the GO Obligation and non-compliance with Public Float Requirement.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the “Form of Transfer and Nomination” (Form B) and hand the completed and signed PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the “Registration Application Form” (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Abacus Limited at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Tuesday, 22 March 2022 (or, under bad weather conditions or extreme conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER 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).

It should be noted that Hong Kong ad valorem 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.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer part or all of your rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Monday, 14 March 2022 to the Registrar, Tricor Abacus Limited at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar’s address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

EFFECT OF BAD WEATHER 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 Rights Shares and application and payment for Excess Rights Shares will not take place at the time indicated above if there is a tropical cyclone warning signal number 8 or above, a “black” rainstorm warning or “extreme conditions” caused by super typhoons as announced by the Government of Hong Kong:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Tuesday, 22 March 2022. Instead, the latest time for acceptance of and payment for the Rights Shares and for application and payment for Excess 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 Tuesday, 22 March 2022. Instead, the latest time for acceptance of and payment for the Rights Shares and for application and payment for Excess Rights Shares 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 and for application and payment for Excess Rights Shares does not take place on Tuesday, 22 March 2022, the dates mentioned in the section headed “Expected Timetable” of the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) on any change to the expected timetable as soon as practicable in this regard.

FRACTIONAL ENTITLEMENTS

In any event, fractions of the Rights Shares in nil-paid form will not be provisionally allotted to any of the Qualifying Shareholders. All fractions of Rights Shares will be aggregated (and rounded down to the nearest whole number of a Share) and all nil-paid Rights Shares arising from such aggregation will be sold in the market for the benefit of the Company if a premium (net of expenses) can be achieved, and the Company will keep the net proceeds for its own benefit. Any unsold fractions of the Rights Shares will be aggregated and made available for excess application by the Qualifying Shareholders as described in the section headed “**APPLICATION FOR EXCESS RIGHTS SHARES**” above. No odd lot matching services will be provided.

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

It should be noted that the existing Shares have been dealt in on an ex-rights basis from Friday, 25 February 2022. Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 10 March 2022 to Thursday, 17 March 2022 (both days inclusive). If any of the conditions of the Rights Issue is not fulfilled or waived (as applicable) or if the Underwriter exercises the right to terminate or rescind the Underwriting Agreement at or before 4:00 p.m. on Wednesday, 23 March 2022 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.

Any Shareholder or other person dealing in the existing Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue are fulfilled or waived (as applicable) (and the date on which the Underwriter's right of termination and rescission 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 existing Shares and/or the nil-paid Rights Shares. Any party (including 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 BANKER'S CASHIER ORDERS

All cheques or banker's cashier orders will be presented for payment 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 hereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or banker's cashier order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, any underpaid application will be rejected. Completion and return of this PAL together with a cheque or banker's cashier order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or banker's cashier order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to fulfilment or waiver (as applicable) of the conditions precedent of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Wednesday, 30 March 2022 by ordinary post to the allottees, at their own risk, to their registered addresses. Each Shareholder (except HKSCC Nominees Limited), will receive one share certificate for all allotted Rights Shares. If the Underwriting Agreement is terminated or rescinded or not becomes unconditional, refund cheques in respect of the acceptance for the Rights Shares will be posted on or before Wednesday, 30 March 2022 by ordinary post, at the respective Shareholders' own risk, to their registered addresses. Refund cheques in respect of wholly or partially unsuccessful applications for Excess Rights Shares (if any) are expected to be posted on or before Wednesday, 30 March 2022, by ordinary post to the applicants, at their own risk, to their registered addresses.

RESCISSION AND TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall be entitled to terminate the Underwriting Agreement by notice in writing served on the Company on or prior to the Latest Time for Termination if prior to the Latest Time for Termination:

- (i) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new 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 reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic, industrial, legal, fiscal, regulatory 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 affects 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
 - (c) the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the London Stock Exchange, the New York Stock Exchange or any major disruption of any securities settlement or clearing services in Hong Kong or on commercial banking activities in Hong Kong, due to exceptional financial circumstances or otherwise; or
- (ii) the Company's application to the Main Board of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange;

- (iii) any material 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 on trading in securities) occurs which in the reasonable opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iv) there is any material change in the circumstances of the Company or any member of the Group which in the reasonable opinion of the Underwriter will adversely affect the 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 of member of the Group or the destruction of any material asset of the Group; or
- (v) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion or unrest, fire, flood, explosion, epidemic, pandemic, terrorism, strike or lock-out which would, in the reasonable opinion of the Underwriter materially and adversely affects the business or the financial or trading position or prospects of the Group as a whole; or
- (vi) in the reasonable opinion of the Underwriter, there occurs any material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole; or
- (vii) any matter arises or discovered which, had it arisen or been discovered immediately before the Posting Date and not having been disclosed in the Prospectus Documents, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (viii) the Company commits any material breach of any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement; or
- (ix) any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate in any material respect or would in any material respect be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall in its reasonable opinion determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or
- (x) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than twenty (20) consecutive trading days of the Stock Exchange otherwise than due to or in connection with or in relation to the Underwriting Agreement and/or the Rights Issue and excluding any suspension in connection with the clearance of the Announcement or other matters in connection with the Underwriting Agreement and/or the Rights Issue; or
- (xi) the Prospectus Documents when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

For avoidance of any doubt, even if the Underwriter, in its sole and reasonable opinion considers any COVID-19 related event to have caused a material adverse impact over the implementation of the Underwriting Agreement or the Rights Issue, it shall not be entitled to rely on such impact or its aftermath thereof as ground or reason to terminate or rescind the Underwriting Agreement and/or the Rights Issue.

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

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

If the Underwriter terminates or rescinds the Underwriting Agreement, the Rights Issue will not proceed. A further announcement will be made by the Company if the Underwriting Agreement is terminated or rescinded by the Underwriter.

DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders. The Prospectus Documents have not been and will not be registered or filed under the applicable securities laws 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 Documents, in any territory other than Hong Kong. The Prospectus Documents should not be distributed, forwarded to or transmitted to, into or from any jurisdiction where to do so might constitute a violation of local securities laws and regulations. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before acquiring any rights to subscribe for the Rights Shares 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 connected therewith. By completing, signing and submitting this PAL, the acceptance of and application for the Rights Shares by each subscriber will be deemed to constitute a representation and warranty from such person to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

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 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 PALs and/or share certificates for the Rights Shares.

PERSONAL DATA COLLECTION

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) 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 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 (i) the Company, at its registered office at 9/F, Building 12W, 12 Science Park West Avenue, Phase 3, Hong Kong Science Park, Pak Shek Kok, New Territories, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,
By order of the Board
Gold Peak Industries (Holdings) Limited
Louis WONG Man Kon
Company Secretary