

TENDER DOCUMENT

INVITATION FOR PURCHASE OF

29.9% OF THE ENTIRE ISSUED SHARE CAPITAL OF

AOYUAN HEALTHY LIFE GROUP COMPANY LIMITED

BY WAY OF PUBLIC TENDER

Tenders are invited for the purchase of 217,148,750 ordinary shares of HK\$0.01 each in the share capital of Aoyuan Healthy Life Group Company Limited (being the Tendered Shares, representing 29.9% of the entire issued share capital of Aoyuan Healthy Life Group Company Limited as of the date of this Tender Document)

**Tender commences at 2 p.m. on every day from 5 December 2022 to 19 December 2022
(both days inclusive) and
closes at 4 p.m. on every day from 5 December 2022 to 19 December 2022
(both days inclusive)
(unless previously withdrawn or sold)**

Tenders must be submitted between 2 p.m. and 4 p.m. during the tendering period to the Tender Box labelled “Public Tender for Tendered Shares” placed at Unit 1901-02, 19th Floor, One Peking, No. 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong in a sealed plain envelope and clearly marked “**Submission of Tender Document for Tendered Shares**”.

Vendor
Main Trend Limited

Unit 1901-02, 19th Floor, One Peking,
No. 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong

5 December 2022

招標文件

公開招標承投購買

奧園健康生活集團有限公司

全部已發行股本的29.9%

現招標承投購買奧園健康生活集團有限公司股本中217,148,750股每股面值港幣0.01元之普通股(即招標股份，相當於截至本招標文件日期奧園健康生活集團有限公司全部已發行股本的29.9%)

招標開始日期及時間為由2022年12月5日起至2022年12月19日止
(包括首尾兩天)每日下午二時正
而招標截止日期及時間為由2022年12月5日起至2022年12月19日止
(包括首尾兩天)每日下午四時正
(除非之前已被撤回或出售)

投標書須於招標期內下午二時正至下午四時正期間遞交，投標書須放入普通信封內密封，信封面上清楚註明「**招標股份招標文件的投標**」，並放入設置於香港九龍尖沙咀北京道1號北京道一號19樓1901-02室標識為「招標股份公開招標」的投標箱內。

賣方
明興有限公司

香港九龍尖沙咀北京道1號
北京道一號19樓1901-02室

2022年12月5日

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PART 1: TENDER NOTICE

1. Background

- 1.1 Aoyuan Healthy Life Group Company Limited (奧園健康生活集團有限公司) (“**Aoyuan Heathy Life**”, together with its subsidiaries collectively referred to as “**AHL Group**”) is a company incorporated under the laws of the Cayman Islands, the shares of which are listed on the Stock Exchange (stock code: 3662). The trading of AHL Shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on Friday, 1 April 2022.
- 1.2 Aoyuan Healthy Life is a renowned property management services and commercial operational services provider in the PRC and AHL Group is principally engaged in the provision of the property management services and commercial operational services for properties developed or owned by the property developers. Meanwhile, AHL Group is providing its users with general health and wellness services in order to build a healthy living and social environment and a comprehensive healthy life platform.
- 1.3 The Vendor is a limited liability company incorporated in the British Virgin Islands and a wholly-owned subsidiary of China Aoyuan Group Limited (中國奧園集團股份有限公司) (“**China Aoyuan**”, together with its subsidiaries collectively referred to as “**China Aoyuan Group**”) as well as a controlling shareholder (as defined in the Listing Rules) of Aoyuan Healthy Life, directly holding an aggregate of 396,375,000 AHL Shares, including the Tendered Shares which represent 29.9% of the entire issued share capital of Aoyuan Healthy Life as of the date of this Tender Document.
- 1.4 China Aoyuan is a company incorporated under the laws of the Cayman Islands, the shares of which are listed on the Stock Exchange (stock code:3883). The trading of China Aoyuan’s shares on the Stock Exchange has been suspended with effect from 9:00 a.m. on Friday, 1 April 2022.
- 1.5 The Vendor intends to dispose of the Tendered Shares by way of public tender in accordance with the procedures and terms and conditions contained in this Tender Document.

2. Definitions

In this Tender Document, the following expressions shall have the following meanings except where the context otherwise permits or requires:

“Acceptance Period”	means the period between 19 December 2022 to 19 February 2023 (both days inclusive)
“Agreement”	means the formal agreement for sale and purchase of the Tendered Shares to be executed by the Vendor and the Purchaser in accordance with Clause 3 of the Conditions of Sale

“AHL Shares”	means the ordinary shares of HK\$0.01 each in the share capital of Aoyuan Healthy Life
“Conditions of Sale”	means the Conditions of Sale set out in Part 2 of this Tender Document
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“Letter of Acceptance”	means the Vendor’s letter regarding acceptance of the Tenderer’s tender pursuant to paragraph 4.2 of the Tender Notice
“Listing Rules”	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time
“Offer Form”	means the Offer Form set out in Part 3 of this Tender Document
“PRC”	means the People’s Republic of China (excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan for the purpose of this Tender Document)
“Purchase Price”	means the purchase price specified in the Offer Form
“Purchaser”	means the successful Tenderer whose tender in respect of the Tendered Shares is accepted by the Vendor
“Purchaser’s Group”	means the Purchaser and its subsidiaries
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning ascribed to it under the Listing Rules
“Tender Document”	means this Tender Document (comprising Part 1, Part 2 and Part 3 but does not include the Appendix and the Annex)
“Tender Notice”	means the Tender Notice set out in Part 1 of this Tender Document
“Tendered Shares”	means 217,148,750 AHL Shares, representing 29.9% of the entire issued share capital of Aoyuan Healthy Life as of the date of this Tender Document, legally and beneficially owned by the Vendor

“Tenderer”	means the person who is specified in the Offer Form as the tenderer
“Vendor”	means Main Trend Limited (明興有限公司), a company incorporated in the British Virgin Islands on 29 March 2018 (Company No. 1974934) and a wholly-owned subsidiary of China Aoyuan legally and beneficially owned the Tendered Shares
“working day(s)”	means a day or days (excluding a Saturday or Sunday and any day on which a tropical cyclone warning signal no. 8 or above or a “black” rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. to 5:00 p.m.) on which commercial banks in Hong Kong are open for general banking business

3. Procedures of Tender

- 3.1 The Vendor invites tenders, who must be “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) (the “SFO”) and entities owned or controlled by the state or government, whether in Hong Kong, PRC or elsewhere, or whether wholly or partially (not less than 30%), or whether directly or indirectly, for the purchase of the Tendered Shares on the terms and conditions contained in this Tender Document.
- 3.2 The Vendor does not bind itself to accept the highest or any tender and reserves the right to accept or reject any tender at its sole discretion.
- 3.3 The Vendor reserves the right, at any time before acceptance of a tender, to withdraw the Tendered Shares from sale.
- 3.4 The Vendor reserves the right to adjust the closing date and time of the tender.
- 3.5 A tender must be:-
- (a) made in the form of this Tender Document with the Offer Form (Part 3 of the Tender Document) duly completed and signed. **Please complete and sign either the English version of the Offer Form or the Chinese version of the Offer Form;**
 - (b) accompanied with the following documents:-
 - (i) Cashier’s order(s)

Preliminary deposit in the sum of HK\$5,000,000 in the form of cashier’s order(s) made payable to “Main Trend Limited” and issued by bank(s) duly licensed under section 16 of the Banking Ordinance (Cap. 155).

(ii) Tenderer's identification document (the "Identification Document")

If the Tenderer is a company incorporated in Hong Kong, certified true copies of following documents: the Certificate of Incorporation, the Certificate(s) of Change of Name (if any), the Business Registration Certificate, latest register of directors and register of members, the Board Resolutions of the Tenderer authorizing the signing of the Offer Form and other documents mentioned hereinunder in the manner as they are signed, the most recent Annual Return (Form NAR1) or the Incorporation Form (Company Limited by Shares) (Form NNC1).

If the Tenderer being a non-Hong Kong Company registered under Part 16 of the Companies Ordinance (Cap.622), certified true copies of the following documents: the most recent Annual Return of Registered Non-Hong Kong Company (Form NN3) or Application for Registration as Registered Non-Hong Kong Company (Form NN1), certificate of incorporation where the company is incorporated, the Certificate(s) of Change of Name (if any), the latest register of directors and register of members of the Tenderer (if applicable) and the Board Resolutions of the Tenderer authorizing the signing of the Offer Form and other documents mentioned hereinunder in the manner as they are signed.

If the Tenderer being a Company incorporated outside Hong Kong without having registered as a non-Hong Kong Company under Part 16 of the Companies Ordinance (Cap.622), certified true copies of the following documents: certificate of incorporation where the company is incorporated, the Certificate(s) of Change of Name (if any), the latest register of directors and register of members of the Tenderer (if applicable) and the Board Resolutions of the Tenderer authorizing the signing of the Offer Form and other documents mentioned hereinunder in the manner as they are signed.

Each Tenderer is required to provide (a) a certified true copy of the structure chart reflecting its complete ownership/control chain and ultimate beneficial owner(s)/ controller(s), who shall be governmental body(ies) or state-owned enterprise(s)/ entity(ies) ultimately and beneficially own(s) and/or control(s) 30% or more in the Tenderer or certified true copy(ies) of the additional documents requested by the Vendor for the purpose of satisfaction of the Tenderer's qualification as described in paragraph 3.1 above; and (b) certified true copy(ies) of any additional documentation or information requested by the Vendor.

All Identification Documents submitted by the Tenderer mentioned in this subparagraph (ii) shall be duly certified by any of the director, the company secretary, the registered agent or solicitor of the Tenderer or other independent qualified professional as being true and complete copy(ies) of the original and, if any of the Identification Documents submitted is written in a language other than English, the Tenderer must provide a certified translation issued by a professional translator. For the purpose of this paragraph, the "qualified professional" includes solicitor, accountant and notary public that are subject to professional rules of conduct or statutory compliance measures which carry penalty for breach.

(iii) Side Letters in Annex, duly completed and signed by the Tenderer

(1) Warning to Purchasers; and

(2) Declaration of Relationship and, if declares connected, together with the supporting documents evidencing the connected relationship duly certified in a manner as described in the sub-paragraph (ii) above.

Please do NOT date any of the documents mentioned in this sub-paragraph (iii);

(c) enclosed in a plain envelope addressed to the Vendor, and clearly marked on the outside of the envelope “**Submission of Tender Document for Tendered Shares**”; and

(d) placed in the Tender Box labelled “Public Tender for Tendered Shares” placed at Unit 1901-02, 19th Floor, One Peking, No. 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong between 2 p.m. and 4 p.m. on the closing date of the tender. In case a black rainstorm warning signal or a typhoon signal no.8 or above is announced or is still in effect on or after 2 p.m. on the closing date of the tender, the closing date and time of the tender will be extended to 4 p.m. on the next day and in respect of which no black rainstorm warning signal or typhoon signal no.8 or above is announced.

3.6 All cashier’s order(s) forwarded by the Tenderer will be retained and uncashed until the Vendor has made its decision on the tenders submitted. If a tender is accepted, the cashier’s order(s) submitted therewith will be treated as the preliminary deposit towards and applied in part payment of the Purchase Price. All other cashier’s orders will be returned by personal delivery or by registered post, within a period of fourteen (14) days from the expiry of the Acceptance Period to the unsuccessful Tenderers at the address stated in their tenders.

3.7 (a) The Tenderer must sign the Offer Form and other documents by its authorized signatory(ies) and shall be deemed to be acting as a principal unless the Tenderer discloses that it acts as an agent, attorney, representative or trustee, in which case it shall also disclose therein the name and address of its principal and the name of the contact person of its principal and submit the Identification Documents of its principal in the manner as described in paragraph 3.5 above.

(b) The Tenderer should clearly state, *inter alia*, the name of its contact person and its telephone and facsimile numbers in the Offer Form.

(c) The Hong Kong correspondence address specified in the Offer Form shall be the address for the purpose of receipt of letter regarding the acceptance of tender and/or return of cashier’s order(s).

- 3.8 (a) In consideration of the invitation of tender by the Vendor and of the promise by the Vendor mentioned in sub-paragraph (b) below, every tender shall be irrevocable and shall constitute a formal offer capable of and remain open for acceptance by the Vendor during the Acceptance Period in accordance with this Tender Notice and the Offer Form as well as the terms and conditions contained in the Conditions of Sale. After the tender has been submitted in accordance with the procedures set out in this Tender Document, no Tenderer shall be at liberty to withdraw its tender and the same shall be deemed to remain open for acceptance by the Vendor until the end of the Acceptance Period.
- (b) In consideration of the provision and undertaking as referred to in sub-paragraph (a) above, the Vendor promises to pay the Tenderer HK\$1.00 upon receipt of a written demand from it prior to the submission of its tender.
- 3.9 Prior to acceptance of a tender, the Vendor shall have the right, at its sole discretion, to conduct its due diligence and inspections on the Tenderer, in form and substance satisfactory to the Vendor. Each Tenderer shall cooperate timely with any due diligence or inspections request from or review conducted by the Vendor (including, without limitation, providing information and available documents and access to appropriate corporate officers and the Tenderer's agents during regular business hours and at the Tenderer's principal office, and timely furnishing or causing to be furnished the documentations and information from the Tenderer, its officers and its agents, as the Vendor may reasonably request), failing which the Vendor may disqualify the respective Tenderer.

4. Acceptance of Tender

- 4.1 If a tender is accepted, the successful Tenderer shall become the Purchaser of the Tendered Shares.
- 4.2 The Purchaser will be notified of the acceptance of its tender by the Letter of Acceptance personally delivered to it at and/or posted to the Hong Kong correspondence address stated in its Offer Form on or before the end of the Acceptance Period. The Letter of Acceptance will be deemed to have been duly received by the Purchaser on the second working day after the day of posting.
- 4.3 The Purchaser shall, within five (5) working days after the date of the Letter of Acceptance, sign the Agreement in the standard form, which is available together with a standard form of PRC law governed strategic cooperation agreement as described in the Clause 6 of the Conditions of Sale for inspection from 5th December 2022 to 19th December 2022 during office hours (i.e. Mondays to Fridays between 11 a.m. and 7 p.m. and Saturdays, Sundays and Public Holidays between 11 a.m. and 7 p.m.) at Unit 1901-02, 19th Floor, One Peking, No. 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong. For the avoidance of doubt, the Purchaser shall be deemed to have inspected the standard form of the Agreement and the standard form of strategic cooperation agreement and the Purchaser shall accept the same (including any amendment or alteration thereto unilaterally made by the Vendor in its sole discretion).

5. Miscellaneous

- 5.1 Tenderers are advised to note that the Vendor will only answer questions of a general nature concerning the Tendered Shares and will not provide legal or other advice in respect of this Tender Document or statutory provisions affecting the Tendered Shares. All enquiries should be directed to the Vendor at Unit 1901–02, 19th Floor, One Peking, No. 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong (Enquiry Hotline: (852) 3622 2122).
- 5.2 Any statement, whether oral or written, made and any action taken by any officer of the Vendor or any member of China Aoyuan Group in response to any enquiry made by a prospective or actual Tender shall be for guidance and reference purposes only. No such statement shall form or be deemed to form part of this Tender Document or the Agreement, and any such statement or action shall not and shall not be deemed to amplify, alter, negate, waive or otherwise vary any of the terms or conditions as are set out in this Tender Document or the Agreement.
- 5.3 No person may offer or sell in Hong Kong, by means of any document, any Tendered Shares other than: (a) to “professional investors” within the meaning of the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (the “**C(WUMP)O**”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O.”
- 5.4 The Vendor reserves the right, in its sole discretion, to disqualify any Tenderer (i) who submits any non-conforming tenders; (ii) who does not submit a valid or properly executed document according to this Tender Document; (iii) who fails to submit the additional documentation or information as requested by the Vendor; or (iv) whose due diligence result is not satisfactory to the Vendor.
- 5.5 In this Tender Document, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter, and vice versa. In the event of any discrepancy between the English version of this Tender Document and the Chinese translation of this Tender Document, the English version shall prevail.

第1部份：招標公告

1. 背景

- 1.1 奧園健康生活集團有限公司(「奧園健康生活」，連同其附屬公司統稱為「奧園健康生活集團」)為根據開曼群島法律註冊成立之公司，其股份於聯交所上市(股份代號：3662)。奧園健康生活股份已自2022年4月1日(星期五)上午九時正起於聯交所暫停買賣。
- 1.2 奧園健康生活為中國知名物業管理服務及商業運營服務供應商，而奧園健康生活集團主要從事為物業開發商開發或擁有的物業提供物業管理服務及商業運營服務。同時，奧園健康生活集團一直為用戶提供大健康服務，以此打造健康的生活及社會環境及綜合的健康生活平台。
- 1.3 賣方為於英屬處女群島註冊成立之有限公司，並為中國奧園集團股份有限公司(「中國奧園」，連同其附屬公司統稱為「中國奧園集團」)的全資附屬公司及奧園健康生活的控股股東(定義見《上市規則》)，其直接持有合共396,375,000股奧園健康生活股份(包括招標股份，相當於截至本招標文件日期奧園健康生活全部已發行股本的29.9%)。
- 1.4 中國奧園為根據開曼群島法律註冊成立之公司，其股份於聯交所上市(股份代號：3883)。中國奧園股份已自2022年4月1日(星期五)上午九時正起於聯交所暫停買賣。
- 1.5 賣方擬根據本招標文件所載程序以及條款及條件公開招標出售招標股份。

2. 定義

在本招標文件中，除非文義另有准許或規定，下列詞語應具有下列含義：

「承約期間」	指	2022年12月19日至2023年2月19日期間(包括首尾兩天)
「正式合約」	指	賣方與買方根據出售條款第3條擬簽訂的招標股份正式買賣協議

「奧園健康生活股份」	指	奧園健康生活股本中每股面值港幣0.01元之普通股
「出售條款」	指	本招標文件第2部份的出售條款
「香港」	指	中國香港特別行政區
「接納書」	指	賣方根據招標公告第4.2段接納投標者的投標書的通知書
「《上市規則》」	指	香港聯合交易所有限公司證券上市規則(經不時修訂)
「要約表格」	指	本招標文件第3部份的要約表格
「中國」	指	中華人民共和國，就本招標文件而言，不包括香港、中國澳門特別行政區及台灣
「購買價」	指	要約表格中訂明的購買價
「買方」	指	中標者，其對招標股份的投標書獲得賣方接納
「買方集團」	指	買方及其附屬公司
「聯交所」	指	香港聯合交易所有限公司
「附屬公司」	指	具有《上市規則》所賦予的涵義
「招標文件」	指	本招標文件(由第1部份、第2部份及第3部份組成，但不包括附錄及附件)
「招標公告」	指	本招標文件第1部份的招標公告
「招標股份」	指	由賣方合法實益擁有的217,148,750股奧園健康生活股份，相當於截至本招標文件日期奧園健康生活全部已發行股本的29.9%

「投標者」	指	要約表格中訂明為投標者的人士
「賣方」	指	明興有限公司，於2018年3月29日在英屬處女群島註冊成立之公司(公司編號1974934)，為中國奧園的全資附屬公司，並合法實益擁有招標股份
「工作日」	指	香港商業銀行開門辦理一般銀行業務的日子(不包括星期六或星期日或上午九時正至下午五時正期間任何時間香港懸掛八號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號生效的任何日子)

3. 招標程序

- 3.1 賣方現按照載於本招標文件的條款及條件招標承投購買招標股份，當中投標者必須為《證券及期貨條例》(第571章)(「《證券及期貨條例》」)所界定的「專業投資者」及由國家或政府全部或部分擁有(不少於30%)或控制的實體(無論直接或間接，或是在香港、中國或其他地方)。
- 3.2 賣方不一定接納出價最高的投標書或任何一份投標書，並保留按其全權酌情決定接納或拒絕任何投標書的權利。
- 3.3 賣方保留權利在接受任何投標書之前的任何時間撤回招標股份不予出售。
- 3.4 賣方保留權利更改招標截止日期及時間。
- 3.5 投標書必須：
 - (a) 採用本招標文件之格式，並填妥及簽署要約表格(即本招標文件的第3部份)。請填妥及簽署要約表格的英文文本或要約表格的中文文本；
 - (b) 連同以下文件：
 - (i) 銀行本票

以銀行本票支付的臨時訂金港幣伍佰萬元，抬頭寫「明興有限公司」，須由根據《銀行業條例》(第155章)第16條獲妥為發牌的銀行所簽發。

(ii) 投標者的身份證明文件(「身份證明文件」)

如投標者為於香港註冊成立的公司，需提交以下文件的核證副本：公司註冊證明書、公司更改名稱證明書(如有)、商業登記證、最近期的董事及股東登記冊、投標者授權簽署要約表格和本文中提到的需要簽署的其他文件的董事會決議、最近期的週年申報表(表格NAR1)或法團成立表格(股份有限公司)(表格NNC1)。

如投標者為根據《公司條例》(第622章)第16部註冊的非香港公司，需提交以下文件的核證副本：最近期的註冊非香港公司週年申報表(表格NN3)或註冊非香港公司的註冊申請書(表格NN1)、公司註冊成立所在地的公司註冊證明書、公司更改名稱證明書(如有)、投標者最近期的董事及股東登記冊(如適用)以及投標者授權簽署要約表格和本文中提到的需要簽署的其他文件的董事會決議。

如投標者為於香港境外註冊成立的公司，且並無根據《公司條例》(第622章)第16部註冊為非香港公司，需提交以下文件的核證副本：公司註冊成立所在地的公司註冊證明書、公司更改名稱證明書(如有)、投標者最近期的董事及股東登記冊(如適用)以及投標者授權簽署要約表格和本文中提到的需要簽署的其他文件的董事會決議。

各投標者須提供(a)反映其完整所有權／控制鍊及最終實益擁有人／控制人(須為最終實益擁有及／或控制投標者30%或以上權益的政府機關或國有企業／實體)的架構圖的核證副本，或賣方為滿足上文第3.1段所述投標者的資格而要求的其他文件的核證副本；及(b)賣方要求的任何其他文件或資料的核證副本。

投標者遞交本第(ii)分段所述的所有身份證明文件須由投標者的任何董事、公司秘書、註冊代理人或律師或其他獨立合資格專業人士妥為核證為正本的真實完整副本，倘遞交的任何身份證明文件是以英語以外的語言書寫，則投標者必須提供由專業翻譯人員出具的經認證譯本。就本段而言，「合資格專業人士」包括受專業行為守則或法定合規措施規限的律師、會計師及公證人，彼等如違反有關規則將受到處罰。

(iii) 由投標者填妥並簽署的附件的文件

- (1) 對買方的警告；及
- (2) 關係申報，倘申報有關連，則連同證明關連關係的支持文件(以上文第(ii)分段所述方式妥善核證)。

請不要在本第(iii)分段所述的任何文件填上日期；

- (c) 放入普通信封內，信封面上寫明賣方收啓，並清楚註明「**招標股份招標文件的投標**」；及
- (d) 於招標截止日期下午二時正至下午四時正期間放入設置於香港九龍尖沙咀北京道1號北京道一號19樓1901-02室標識為「招標股份公開招標」的投標箱內。若於招標截止日期下午二時正或之後發出黑色暴雨警告信號或八號或以上颱風信號或該暴雨警告信號或颱風信號仍然生效，則招標截止日期及時間將延至下一個並無發出黑色暴雨警告信號或八號或以上颱風信號的日子的下午四時正。

3.6 在賣方對遞交的投標書作出決定前，由投標者送遞的所有銀行本票均予以保留而不會予以兌現。如投標書獲接納，隨投標書遞交的銀行本票將被視為臨時訂金而用作支付購買價的部份款項。所有其他銀行本票將於承約期間屆滿後起計十四(14)天內，按照投標書所載地址以專人送達，或通過掛號郵遞方式退還予落選投標者。

- 3.7
- (a) 投標者須由其授權簽署人簽署要約表格及其他文件，並將被視作為主事人除非他在投標表格內聲明他僅作為代理人、獲授權人、代表或信託人身份代表投標者行事；若屬如此，便須同時在投標表格內註明其主事人的姓名名稱及地址以及聯絡人姓名，並按上文第3.5段所述方式提交其主事人的身份證明文件。
 - (b) 投標者須於要約表格中清楚註明(除其他資料外)其聯絡人姓名、電話及傳真號碼。
 - (c) 要約表格中指明的香港通訊地址將作為收取接受投標書信函及／或退回銀行本票的地址。

- 3.8 (a) 作為賣方招標及下文(b)分段所述的承諾的代價，所有投標書均不可撤銷，並且構成正式要約，可由賣方在承約期間按照本招標公告及要約表格和出售條款所載的條款及條件，隨時接納投標。投標書根據本招標文件所列的程序一經遞交，投標者即不可撤回投標書，直至承約期間結束之前，投標書均被視為可由賣方隨時接納。
- (b) 作為上文(a)分段所提述的條款與承諾的代價，賣方承諾在收到投標者於遞交投標書前發出的書面要求時向該投標者支付港幣1.00元。
- 3.9 於接納投標前，賣方有權獨自酌情按賣方滿意的形式及內容對投標者進行盡職調查及檢查。各投標者將適時就賣方要求的任何盡職調查或檢查或賣方進行的審查合作(包括但不限於提供資料及可提供的文件以及於一般營業時間在投標者的總辦事處聯繫適當公司高級職員及投標者的代理，並及時提供或安排投標者、其高級職員及其代理提供賣方可能合理要求的文件及資料)，如未能做到，賣方可能取消相應投標者的資格。

4. 接受投標

- 4.1 投標書如獲接納，中標者即成為招標股份之買方。
- 4.2 買方會在承約期間屆滿時或之前收到接納書通知其投標書已被接納，接納書將會按要約表格內指明的香港通訊地址以專人送達及／或通過郵遞方式投寄予買方。接納書在投寄後的第2個工作日將被視作為買方已經妥為收到。
- 4.3 在接納書的日期後的五(5)個工作日內，買方應簽署標準格式的正式合約，可於2022年12月5日至2022年12月19日的辦公時間(即星期一至星期五上午11時正至下午7時正及星期六、日及公眾假期上午11時正至下午7時正)在香港九龍尖沙咀北京道1號北京道一號19樓1901-02室，連同出售條款第6條所述標準格式的受中國法律規管的戰略合作協議一併審閱。為免生疑問，買方將被視作為已審閱標準格式的正式合約及標準格式的戰略合作協議，並且買方接受正式合約及戰略合作協議(包括賣方單方面獨自酌情對該等文件作出的任何修訂或變更)。

5. 其他事項

- 5.1 投標者請注意，賣方只會回答關於招標股份的一般問題，而不會就本招標文件或關於招標股份的法定條文提供法律或其他意見。如有查詢，應聯絡賣方，地址為香港九龍尖沙咀北京道1號北京道一號19樓1901-02室(查詢熱線：(852) 3622 2122)。
- 5.2 賣方或中國奧園集團任何成員公司任何人員所作出的任何口頭或書面陳述及所採取的任何行動，或者是賣方的代理人對有意投標者或確實投標者的查詢而所作出的任何口頭或書面陳述及所採取的任何行動，均只作指引及參考之用。任何陳述不得作為或被視作為構成本招標文件或正式合約的一部份。這些陳述或行動並不(而且也不被視作為)闡述、更改、否定、豁免或在其他方面修改本招標文件或正式合約所列出的任何條款或條件。
- 5.3 任何人士不得於香港以任何文件的方式發售或出售任何招標股份，惟：(a)《證券及期貨條例》的涵義及《證券及期貨條例》項下任何規則所指「專業投資者」；或(b)並無導致香港法例第32章《公司(清盤及雜項條文)條例》(「《公司(清盤及雜項條文)條例》」)定義的「招股章程」文件或並無構成《公司(清盤及雜項條文)條例》的涵義所指向公眾作出要約的其他情況除外。
- 5.4 賣方保留權利按其完全酌情權將任何以下投標者的資格取消：(i)遞交不符合規定的投標書的投標者；(ii)未按照本招標文件的規定遞交有效或妥善簽署文件的投標者；(iii)未能按賣方要求提交額外文件或資料的投標者；或(iv)賣方不滿意其對投標者所進行的盡職調查結果。
- 5.5 在本招標文件內，如內文允許或有所規定，所有名詞凡屬單數者，均包括複數在內；凡屬男性之詞語，均包括女性及中性在內，反之亦然。如本招標文件的英文文本與中文譯本有任何不一致之處，則以英文文本為準。

PART 2: CONDITIONS OF SALE

1. In these Conditions of Sale, terms defined in the Tender Notice shall have the same meaning when used herein unless otherwise defined below:-

“Preliminary Agreement” means the agreement made hereunder by virtue of the submission of the Tender Document by the Purchaser and the Letter of Acceptance by the Vendor in accordance with the Tender Document.

“Confidential Information” means any information (including any and all combinations of individual items of information) disclosed by the Vendor to the Purchaser (or any of its employees, officers or professional advisers), either directly or indirectly in writing, orally or by inspection of tangible objects and any findings, data or analysis derived from the Confidential Information or all documents and other information, whether prepared by any of the Vendor, or its affiliates (as defined below), which contain or reflect or are generated from the Confidential Information shall be treated as “Confidential Information”

2. The Tender Document and the Letter of Acceptance shall constitute a binding agreement between the Vendor and the Purchaser for the sale and purchase of the Tendered Shares. The Vendor shall sell and the Purchaser shall purchase the Tendered Shares at the Purchase Price and on the terms and conditions contained in the Preliminary Agreement and the Agreement.
3. It is intended that this Preliminary Agreement is to be superseded by an Agreement to be executed by the Purchaser and the Vendor on or before a date which is the fifth working day following the date of the Letter of Acceptance.
4. A preliminary deposit in the sum of HK\$5,000,000 is payable by the Purchaser to the Vendor on signing of this Preliminary Agreement.
5. A further deposit which is equal to twenty (20%) of the Purchase Price is payable by the Purchaser to the Vendor upon signing of the Agreement. Subject to the terms and conditions of the Agreement, the remaining balance of the Purchase Price is payable by the Purchaser to the Vendor upon completion of the Agreement.

6. The Purchaser is required to enter into a PRC law governed strategic cooperation agreement with China Aoyuan or its designated member(s) in relation to the projects of reconstruction of old town (舊城改造) to the satisfaction of China Aoyuan. Such condition shall be a condition precedent to this Preliminary Agreement and the Agreement, and the completion of the Agreement is subject to satisfaction or waiver (as the case may be) of certain other conditions precedent, including but not limited to (i) each of China Aoyuan and Aoyuan Healthy Life having complied with all applicable disclosure requirements and obtained their respective shareholders' approval (if required) under the Listing Rules in relation to the Agreement and the transaction contemplated thereunder; and (ii) China Aoyuan having first consulted its material creditors on the terms of the Agreement and the transaction contemplated thereunder.
7. All stamp duty payable on sale and purchase of the Tendered Shares and the Agreement, or any contract notes or instruments concerning the sale and purchase of the Tendered Shares shall be borne by the Purchaser and the Vendor in equal shares.
8. Each of the Vendor and the Purchaser shall bear its own costs (including all legal costs and disbursements) in connection with the preparation and execution of the Preliminary Agreement, the Agreement and any other documents executed under the Agreement and the transaction contemplated thereunder.
9. Time shall in every respect be of the essence of this Preliminary Agreement.
10. This Preliminary Agreement is personal to the Purchaser, and the Purchaser shall have no right to request the Vendor to enter into the Agreement with any other person and shall have no right to transfer the benefit of this Preliminary Agreement to a third party.
11. The Purchaser shall inform the Vendor in writing of any change in address or telephone number.
12. A person who is not a party to this Preliminary Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce, or to enjoy the benefit of, any term and condition of this Preliminary Agreement.
13. If the Purchaser fails to sign the Agreement within five (5) working days after the date of the Letter of Acceptance:-
 - (a) this Preliminary Agreement is terminated; and
 - (b) the preliminary deposit paid by the Purchaser is forfeited to the Vendor.

14. Confidentiality and Announcements

14.1 Confidentiality

- (a) Subject to Clause 14.2, each party shall treat as strictly confidential:
 - (i) the existence, provisions or subject matter of this Preliminary Agreement and/or the Agreement or of any document or agreement entered into pursuant to this Preliminary Agreement and/or the Agreement;
 - (ii) the negotiations relating to this Preliminary Agreement and/or the Agreement; and
 - (iii) all information received or obtained as a result of entering into or performing this Preliminary Agreement and/or the Agreement which relates to the other party or the business, financial or other affairs of the other party.
- (b) Subject to Clause 14.2, the Purchaser shall also treat as strictly confidential all information received or obtained by it regarding the Tendered Shares and the AHL Group.
- (c) The Purchaser shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning the Tender (if any). The Purchaser shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without the Vendor's prior written consent. The Purchaser shall not disclose Confidential Information or permit the disclosure of Confidential Information to its employees, attorneys, accountants, consultants and/or representatives (the "**Representatives**") except that the Purchaser may disclose Confidential Information to those Representatives who are required to have the information in order for the Purchaser to evaluate or engage in discussions concerning the tender, the Preliminary Agreement and/or the Agreement.
- (d) The Purchaser shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information and shall use reasonable endeavours to ensure that the Representatives having access to Confidential Information adhere to the terms contained herein. The Purchaser shall immediately notify the Vendor of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

14.2 Exceptions

Either party may disclose information referred to in Clause 14.1 (including by way of press or public announcement or the issue of a circular) which would otherwise be confidential if and to the extent that the disclosure is:

- (a) approved by the other party in writing in advance, that approval not to be unreasonably withheld or delayed;

- (b) required by the law, rule, requirement, ordinance and/or regulation of any relevant jurisdiction to which either party, China Aoyuan or Aoyuan Healthy Life is subject (including but not limited to the applicable disclosure and procedural requirements under the Listing Rules and the SFO to the extent applicable to China Aoyuan and Aoyuan Healthy Life thereunder in relation to the tender, the Preliminary Agreement and/or the Agreement) or by order, judgement, decree, injunction of a court of competent jurisdiction;
- (c) lawfully required by any securities or investment exchange or regulatory or governmental body (including but not limited to the Stock Exchange and the Securities and Futures Commission of Hong Kong) to which either party or its holding company (direct or indirect), China Aoyuan or Aoyuan Healthy Life is subject or reasonably submits, wherever situated, whether or not the requirement for disclosure has the force of law;
- (d) required for the purpose of any proceedings in a court pursuant to the governing law and jurisdiction of the tender, this Preliminary Agreement and/or the Agreement;
- (e) required to vest in that party the full benefit of the tender, the Preliminary Agreement and/or the Agreement;
- (f) made to the professional advisers, auditors or bankers of that party subject to the condition that the party making the disclosure shall procure that those persons comply with Clause 14.1 as if they were parties to the tender, this Preliminary Agreement and/or the Agreement;
- (g) made to the officers or employees of that party or of any other member of China Aoyuan Group (in the case of the Vendor) or of any other member of the Purchaser's Group (in the case of the Purchaser) who need to know the information for the purposes of the transactions effected or contemplated by this Preliminary Agreement and/or the Agreement subject to the condition that the party making the disclosure shall procure that those persons comply with Clause 14.1 as if they were parties to this Preliminary Agreement and/or the Agreement;
- (h) of information that has already come into the public domain through no fault of that party; or
- (i) of information of the kind referred to in Clause 14.1(a)(iii) which is already lawfully in the possession of that party as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the other party to whom it relates,

provided that any information disclosed pursuant to Clause 14.2(b) or 14.2(c) or 14.2(d) shall be disclosed only, if reasonably practicable, after notice to the other party (except where that notice is prohibited by law) and the disclosing party shall take reasonable steps to consult and co-operate with the other party regarding the content, timing and manner of that disclosure and take reasonable steps to co-operate with any action which the other party may reasonably elect to take to challenge legally the validity of that requirement.

15. The Purchaser acknowledges receipt of a copy of a bilingual version of the “**Warning to Purchasers**” set out in Clause 16 and fully understands its contents.
16. For the purposes of Clause 16, the following is the “**Warning to Purchasers**”-
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買。
 - (b) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買的每個階段，向你提供獨立意見。
 - (c) You are reminded to seek independent professional advice on any approval or consent which may be required to be obtained by the Purchaser in relation to the acquisition of the Tendered Shares under applicable laws, rules and regulations (including but not limited to the Listing Rules, the SFO and the Codes on Takeovers and Mergers and Share Buy-backs).
現提醒你就根據適用法律、規則和法規(包括但不限於《上市規則》、《證券及期貨條例》以及《公司收購、合併及股份回購守則》)作為買方可能需要有關收購投標股份獲得任何批准或同意，徵求獨立專業意見。
 - (d) Whether or not you would instruct your own solicitor, this warning shall in no circumstances be construed to form an expressed or implied retainer between the Vendor’s solicitor and the Purchaser. The Vendor’s solicitor will in any event act for and on behalf of the Vendor only.
無論你是否會委託你自己的律師，本警告在任何情況下都不應被解釋為在賣方律師和買方之間形成明示或暗示的委聘。賣方律師將在任何情況下僅代表賣方行事。
17. The Purchaser shall indemnify and hold harmless the Vendor, China Aoyuan Group and AHL Group and their respective employees, officers, directors, members, agents or professional advisers from and against any and all liability, loss, claims, costs, damages, attorney’s fees and expenses of any kind or nature, which any of the Vendor, China Aoyuan Group and AHL Group may sustain by reason of any breach or failure of the Purchaser to perform any of its duty or obligation under, or comply with any provisions of, this Preliminary Agreement and/or the Agreement.

18. The Purchaser represents and warrants that:
- (a) it has the power to execute, perform its obligations and to enter into all transactions contemplated by this Preliminary Agreement and the Agreement and all necessary corporate (where applicable) and other action has been taken to authorize the execution, delivery and performance by it of this Preliminary Agreement and the Agreement and the transaction contemplated thereunder; and
 - (b) the execution and performance of this Preliminary Agreement and the Agreement and the transaction contemplated thereunder do not (i) result in a breach of any provision of its articles of association, by-laws and/or charter documents, if applicable; (ii) result in a breach of, or constitute a default under, any instrument by which it is bound; (iii) result in a breach of any order, judgment or decree of any court or governmental agency by which the it is bound; or (iv) violate any applicable law, rule or regulation to which it is subject.
19. This Preliminary Agreement and the Agreement shall be governed by and construed in accordance with Hong Kong law and the parties irrevocably agree that the Hong Kong courts shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with this Preliminary Agreement and the Agreement or the legal relationships established hereunder and thereunder.

第2部分：出售條款

1. 除非招標公告另有定義，在本出售條款中，下列詞語應具有下列含義：

「臨時合約」 指 買方根據招標文件遞交投標書，以及賣方根據招標文件的接納書而訂立的合約。

「機密資料」 指 賣方直接或間接以書面、口頭或查看有形物件的方式向買方(或其任何僱員、高級職員或專業顧問)披露的任何資料(包括任何及所有個別資料項目的集合)，而來自機密資料或所有文件及其他資料，不論是否由任何賣方或其聯繫人(定義見下文)編製)且包含或反映或產生自機密資料的任何發現、數據或分析將被視為「機密資料」。

2. 招標文件連同接納書構成賣方與買方就買賣招標股份的有約束力的協議。賣方須以購買價並按照本臨時合約所載的條款及條件出售招標股份，而買方須以購買價並按照臨時合約及正式合約所載的條款及條件購買招標股份。
3. 按訂約雙方的意向，本臨時合約將會由正式合約取代，正式合約須由買方及賣方於接納書的日期之後的第5個工作日或之前簽立。
4. 買方須於簽立本臨時合約時向賣方支付臨時訂金港幣伍佰萬元。
5. 買方須於簽立正式合約時向賣方再支付相等於購買價百分之二十(20%)的進一步訂金。受正式合約的條款及條件所規限，買方須於正式合約完成時向賣方支付購買價的餘下結餘。

6. 買方須與中國奧園或其指定成員公司訂立受中國法律規管的戰略合作協議，內容有關在中國奧園滿意的程度進行舊城改造項目。該條件將為本臨時合約及正式合約的先決條件，而正式合約須待達成或豁免(視情況而定)若干其他先決條件，方告完成，包括但不限於(i)中國奧園及奧園健康生活各自遵守所有適用披露規定及根據《上市規則》就正式合約及其項下擬進行交易取得其各自股東批准(如需要)；及(ii)中國奧園已就正式合約的條款及其項下擬進行的交易首先諮詢其主要債權人。
7. 買賣招標股份及正式合約或有關買賣招標股份的任何合約票據或文據之所有應付印花稅將由買方及賣方平均分擔。
8. 賣方及買方各自承擔就準備及執行臨時合約、正式合約以及根據正式合約及其項下擬進行交易簽立的任何其他文件之成本(包括所有法律成本及支出)。
9. 買賣雙方必須嚴格遵守本臨時合約內一切有關時限的規定。
10. 本臨時合約只適用於買方本身，買方無權要求賣方與任何其他人訂立任何正式合約，亦無權將本臨時合約的利益轉讓予第三方。
11. 買方如有更改地址或電話，須書面通知賣方。
12. 並非本臨時合約一方之人士並無任何權利按《合約(第三者權利)條例》強制執行本臨時合約任何條款及條件或享有本臨時合約任何條款及條件之利益。
13. 如買方沒有在接納書的日期後的五(5)個工作日內簽立正式合約：
 - (a) 本臨時合約即告終止；及
 - (b) 買方支付的臨時訂金，即被沒收歸於賣方。

14. 保密及公告

14.1 保密性

- (a) 根據第14.2條，訂約各方應嚴格保密下列事項：
- (i) 本臨時合約及／或正式合約或根據本臨時合約及／或正式合約訂立的任何文件或協議的存在、規定或主要事項；
 - (ii) 與本臨時合約及／或正式合約相關的磋商；及
 - (iii) 因訂立或履行本臨時合約及／或正式合約與另一方或另一方的業務、財務或其他事務有關事項而收到或獲得的所有資料。
- (b) 根據第14.2條，買方亦應將其收到或獲得的有關招標股份及奧園健康生活集團的所有資料嚴格保密。
- (c) 買方不得將任何機密資料用於除評估及參與有關招標的討論(如有)以外的任何目的。未經賣方事先書面同意，買方不得直接或間接向任何第三方披露任何機密資料或允許任何機密資料被披露。買方不得向其僱員、律師、會計師、顧問及／或代表(「代表」)披露機密資料或允許向其披露機密資料，惟買方可向該等須擁有有關資料的代表披露機密資料，以令買方可就招標、臨時合約及／或正式合約作評估或參與有關招標、臨時合約及／或正式合約的討論。
- (d) 買方應採取合理措施保護機密資料的機密性，避免披露和未經授權使用機密資料，並應盡合理努力確保有權取得機密資料的代表遵守本文件所包含的條款。買方應立即通知賣方任何未經授權使用或披露，或懷疑未經授權使用或披露機密資料。

14.2 例外情況

倘出現以下情況，任何一方均可披露第14.1條中所提述本應保密的資料(包括透過新聞或公開公告或發佈通函的方式)：

- (a) 事先獲得另一方書面批准，而有關批准不得無理拒絕或拖延；

- (b) 任何一方、中國奧園或奧園健康生活受其約束的任何相關司法管轄區的法律、規則、要求、條例及／或法規的要求(包括但不限於《上市規則》項下適用的披露及程序要求及《證券及期貨條例》(在就有關招標、臨時合約及／或正式合約適用於中國奧園及奧園健康生活的範圍內)或具有管轄權的法院的命令、判決、法令、禁令；
- (c) 中國奧園或奧園健康生活均受其監管或受其合理管轄之任何證券或投資交易所或監管機構或政府機構(不論位處何地)(包括但不限於聯交所及香港證券及期貨事務監察委員會)的任何一方或其控股公司(直接或間接)的合法要求，不論披露要求是否具有法律效力；
- (d) 根據招標、本臨時合約及／或正式合約的管轄法律及司法管轄權，為在法院進行任何訴訟所必需的披露；
- (e) 要求將招標、臨時合約及／或正式合約的全部利益授予該訂約方；
- (f) 向該訂約方的專業顧問、核數師或銀行職員披露，條件為作出披露的訂約方應促使該等人士遵守第14.1條，猶如彼等是招標、本臨時合約及／或正式合約的訂約方；
- (g) 向該訂約方或中國奧園集團任何其他成員公司(就賣方而言)或買方集團任何其他成員公司(就買方而言)為進行本臨時合約及／或正式合約所進行或擬進行的交易為的目的而需要了解有關資料的高級職員或僱員披露，條件為作出披露的訂約方應促使該等人士遵守第14.1條，猶如彼等是本臨時合約及／或正式合約的訂約方；
- (h) 為非因該訂約方的過失而已進入公共領域的資料；或
- (i) 為第14.1(a)(iii)條中所提及的該類資料，該類資料已經由該訂約方或其專業顧問的書面記錄證明為合法擁有，且並非從與其相關的另一方直接或間接獲得，

前提是根據第14.2(b)或14.2(c)或14.2(d)條披露的任何資料應僅(於合理可行的情況下)在通知另一方(法律禁止該通知的情況除外)後披露，而進行披露的訂約方應採取合理步驟就該披露的內容、時間及方式與另一方進行協商及合作，並採取合理步驟配合另一方可能合理選擇採取的任何行動來合法質疑該要求的有效性。

15. 買方確認已收到第16條所列出的「對買方的警告」的中英雙語文本之副本，並完全明白其內容。
16. 就第16條而言，「對買方的警告」內容如下：
- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買。
 - (b) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買的每個階段，向你提供獨立意見。
 - (c) You are reminded to seek independent professional advice on any approval or consent which may be required to be obtained by the Purchaser in relation to the acquisition of the Tendered Shares under applicable laws, rules and regulations (including but not limited to the Listing Rules, the SFO and the Codes on Takeovers and Mergers and Share Buy-backs).
現提醒你就根據適用法律、規則和法規(包括但不限於《上市規則》、《證券及期貨條例》以及《公司收購、合併及股份回購守則》)作為買方可能需要有關收購投標股份獲得任何批准或同意，徵求獨立專業意見。
 - (d) Whether or not you would instruct your own solicitor, this warning shall in no circumstances be construed to form an expressed or implied retainer between the Vendor's solicitor and the Purchaser. The Vendor's solicitor will in any event act for and on behalf of the Vendor only.
無論你是否會委託你自己的律師，本警告在任何情況下都不應被解釋為在賣方律師和買方之間形成明示或暗示的委聘。賣方律師將在任何情況下僅代表賣方行事。
17. 買方須就任何種類或性質的負債、虧損、索償、成本、傷害、律師費及開支向賣方、中國奧園集團及奧園健康生活集團以及彼等各自僱員、人員、董事、成員、代理或專業顧問作出彌償，並使賣方、中國奧園集團及奧園健康生活集團任何一方免受因買方任何違反或未能履行本臨時合約及／或正式合約項下任何職責或義務或遵守本臨時合約及／或正式合約的任何條款而遭受任何損失。

18. 買方陳述及保證：

- (a) 其有權執行、履行其義務及訂立本臨時合約及正式合約項下所有擬進行交易，並已採取所有必要公司(如適用)及其他行動以授權其執行、交付及履行本臨時合約及正式合約及其項下擬進行交易；及
- (b) 執行及履行本臨時合約及正式合約及其項下擬進行交易並無(i)導致違反其組織章程細則、細則及／或章程文件(如適用)的任何條文；(ii)導違反或構成對其受約束的任何文據的違約；(iii)導致違反受其約束的任何法院或政府機構的任何頒令、判決或法令；或(iv)違反其受約束的任何適用法律、規則或法規。

19. 本臨時合約及正式合約受香港法律管轄及按其解釋，訂約雙方不可撤銷地同意，香港法院就解決根據本臨時合約及正式合約或根據本臨時合約及正式合約建立的法律關係可能產生的或與之相關的任何爭議具有專屬管轄權。

PART 3: OFFER FORM

第3部份：要約表格

(To be completed by the Tenderer)
(由投標者填寫)

To: Main Trend Limited (“Vendor”)
致：明興有限公司(「賣方」)

1. Offer 要約

We confirm that this tender is submitted on the basis that the Vendor will accept our tender for the purchase of all the Tendered Shares and that we will be required to sign only one (1) Agreement covering all the Tendered Shares.

我們確認，本投標書當作基於賣方將會接納我們投標一併購買全部該等投標股份，以及我們只須簽署一(1)份包括全部該等投標股份的正式合約而遞交。

2. Preliminary Agreement if offer is accepted 如要約獲接納將構成臨時合約

We agree, accept and declare that in the event that this tender is accepted by the Vendor, then until the Agreement is signed, this Tender Document (together with the Vendor’s written acceptance thereof and the Conditions of Sale) shall constitute the Preliminary Agreement between me/us and the Vendor on the terms and conditions contained in this Tender Document.

我們同意及聲明，如本投標書獲賣方接納，則在正式合約簽署之前，本招標文件(連同賣方的書面承約及出售條款)構成我們與賣方之間按照本招標文件所載的條款及條件而訂立的臨時合約。

3. Address for receipt of acceptance of tender and/or return of cashier’s order(s)
收取接受投標書信函及/或退回銀行本票的地址

We agree that the Hong Kong correspondence address specified in the Schedule to this Offer Form shall be the address for the purpose of receipt of acceptance of tender and/or return of cashier’s order(s). The Letter of Acceptance will be deemed to have been duly received on the second working day after the day of posting.

我們同意於本要約表格的附表中指明的香港通訊地址將作為收取接受投標書信函及/或退回銀行本票的地址。接納書在投寄後的第2個工作日被視為已獲正式收到。

4. Declarations, representations and warranties 聲明、陳述及保證

We hereby declare, represent and warrant to the Vendor as follows:-
我們現聲明、陳述及保證如下：

- (a) **The information specified in the Schedule to this Offer Form is in all respects true and accurate in so far it is within our knowledge.**

本要約表格的附表中指明的資料，在我們的所知的範圍內，均為真實及正確。

- (b) The Vendor and their staff did not and will not collect directly or indirectly from the Purchaser any fees or commission in addition to the Purchase Price of the Tendered Shares, provision of information or copies of documents, etc. If there are any person alleging to be the staff or agent of the Vendor demanding any benefits (monetary or otherwise) from the Purchaser in connection with the sale and purchase of the Tendered Shares, the Purchaser should report the case to the Independent Commission Against Corruption.

除購入價格、提供資料或文件副本等手續費外，賣方及其職員並無亦不會直接或間接向買方或中介人收取其他費用或佣金。如有任何人士以賣方僱員或代理人之名義在買賣投標股份的過程中向其索取任何利益(不論是金錢或其他利益)，買方應向廉政公署舉報。

5. We authorize the Vendor to complete the particulars (now in blank) (if any) in the documents submitted together with this Tender Document.

我們授權賣方完成連同本招標文件遞交的文件中的細節(現在留白)(如有的話)。

Schedule to the Offer Form
要約表格的附表

(To be completed by the Tenderer)
(由投標者填寫)

Section 1 – Particulars of the Tenderer 第1節 – 投標者的資料			
Name 名稱			
B.R. No./Company No. 商業登記證號碼／公司編號			
Address/Registered office 地址／註冊辦事處			
Hong Kong Correspondence address (if different from above) 香港通訊地址 (如與上面地址不同)			
Contact details 聯絡資料	Name 聯絡人		
	E-mail address: 電郵地址		
	Telephone No. 電話號碼		Fax No. 傳真號碼

Section 2 – Purchase Price(s) for the Tendered Shares: 第2節 – 投標股份購入價格	
Purchase Price (HK\$) 購入價格(港元)	
Preliminary deposit Cashier's order no. 臨時訂金銀行本票號碼	

Section 3 – Payment Method
第3節 – 支付條款

- A preliminary deposit in the sum of HK\$5,000,000 shall be paid upon the tender being accepted by the Vendor (i.e. the date of Letter of Acceptance).
臨時訂金港幣伍佰萬元於投標書獲賣方接納當日(即接納書的日期)繳付。
- A further deposit equivalent to 20% of the Purchase Price shall be paid upon signing the Agreement.
於買賣協議簽署當日再繳付購入價格之百分之二十的訂金。
- Subject to the terms and condition of the Agreement, the remaining balance of Purchase Price shall be paid upon completion of the Agreement.
受限於買賣協議的條款和條件，購入價格之剩餘金額於完成買賣協議成交時繳付。

Section 4 – Submission checklist
第4節 – 遞交清單

The following documents are submitted together with this Tender Document (for details, please see paragraph 3.5 of the Tender Notice):-
以下文件連同本招標文件遞交(詳情見招標公告第3.5段)：

1. Completed and signed Tender Document with the Offer Form
招標文件連同已填妥及簽署的要約表格
2. Cashier's order(s)
銀行本票
3. Tenderer's identification document
投標者的身份證明文件
4. Side Letters in Annex duly completed and signed by the Tenderer (*please **do NOT** date any of the following documents*):
由投標者填妥並簽署的附件的文件(*請不要於下述文件標註日期*)：
 - (1) Warning to Purchasers 對買方的警告
 - (2) Declaration of Relationship and, if declares connected, together with the supporting documents evidencing the connected relationship
關係申報，倘申報有關連，則連同證明關連關係的支持文件

Section 5 – Declaration regarding corporate Tenderer
第5節 – 關於公司投標者的聲明

We declare and agree as follows:-
我們聲明並同意如下：

1. The table below sets out the particulars of all the current directors of the Tenderer as at the date of this Offer Form.
直至本要約表格的日期投標者的所有現任董事的資料均已列於下表。
2. All the procedures relating to the appointment as the Tenderer’s directors have been completed before the date of this Offer Form.
所有委任投標者的董事的相關程序已在本要約表格的日期之前完成。
3. If we are the successful Tenderer, except with the Vendor’s prior written approval, there shall be no change (including any reduction, increase, substitution or replacement) of any of the Tenderer’s directors for the period from (i) the date of the Offer Form to (ii) the date of the Letter of Acceptance.
如我們成為中標者，除非得到賣方事先書面同意，由(i)本要約表格的日期至(ii)接納書的日期，投標者的董事均不會有任何改變(包括減少、增加、取代或更換)。
4. The Vendor may at any time request and we shall at our own cost and expense provide all relevant corporate documents and information in relation to the Tenderer to show and prove the number and identity of all of the Tenderer’s directors as set out in the table below.
賣方可在任何時間要求我們提供所有與投票者相關的公司文件及資料以顯示及核實於下表列出的投票者的董事的數目和身份，而投標者將自費提供所有上述文件及資料。
5. The Vendor may refuse to sell the Tendered Shares to the Tenderer if there shall be any breach in the requirements in this Section.
如有任何違反本節的規定，賣方有權拒絕將投標股份出售予該投標者。

Director(s) 董事

	Name 名稱	Identity Card No./Passport No./B.R. No./Company No. 身份證號碼／護照號碼／商業登記號碼／公司編號
1.		
2.		
3.		
4.		
5.		

Section 6 – Signature of the Tenderer and witness
第6節 – 投標者及見證人的簽署

We, the Tenderer, have read the entire Tender Document with the documents in the Annex and completed the Offer Form and the Schedule thereto. We agree to be bound by and confirm our acceptance of the terms and conditions of the Tender Document.

我們(即投標者)已閱讀整份招標文件及附件中的文件，並填妥要約表格及其附表。我們同意遵守及確認接受招標文件的條款及條件。

(Note: The Offer Form must be signed by the authorized signatory(ies) of the Tenderer with company chop.)

(註：要約表格須由投標者獲授權人士簽署及蓋上公司印章。)

Signed by the Tenderer:
投標者簽署：

X

Witnessed by:
見證人簽署：

X

Name of the authorized signatory(ies):
獲授權人士的姓名：

Name of the witness:
見證人姓名：

Date:
日期：

Annex 附件

*(The Annex does not form part of the Tender Document. However, the Tenderer should note the following documents **should be signed and submitted** together with the Tender Document and please **do NOT** date any of the following documents upon submission. Unless otherwise defined in the Annex, all terms used in these following documents have the meaning ascribed to them in the Tender Notice.)*

(附件不屬於招標文件一部份。然而，投標者須簽署以下文件並連同招標文件一併遞交，且遞交時請**不要**於下述文件上標註日期。除附件中另有規定外，下述所有文件中的定義均與招標公告中的定義相同。)

1. Warning to Purchasers
對買方的警告
2. Declaration of Relationship
關係申報

WARNING TO PURCHASERS
PLEASE READ CAREFULLY

對買方的警告
請小心閱讀

- (a) Before you execute the formal agreement for sale and purchase which you have to sign if you go on with your purchase you should instruct a solicitor to protect your interests and to ensure that your purchase is properly completed.
如你繼續進行購買，你便須簽署正式買賣合約，在你簽立正式買賣合約之前，你應聘用律師，以保障你的權益，和確保妥善完成購買。
- (b) **YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR**, who will be able, at every stage of your purchase, to give you independent advice.
現建議你聘用你自己的律師，你自己聘用的律師能在你購買的每個階段，向你提供獨立意見。
- (c) You are reminded to seek independent professional advice on any approval or consent which may be required to be obtained by the Purchaser in relation to the acquisition of the Tendered Shares under applicable laws, rules and regulations (including but not limited to the Listing Rules, the SFO and the Codes on Takeovers and Mergers and Share Buy-backs).
現提醒你就根據適用法律、規則和法規(包括但不限於《上市規則》、《證券及期貨條例》以及《公司收購、合併及股份回購守則》)作為買方可能需要有關收購投標股份獲得任何批准或同意，徵求獨立專業意見。
- (d) Whether or not you would instruct your own solicitor, this warning shall in no circumstances be construed to form an expressed or implied retainer between the Vendor's solicitor and the Purchaser. The Vendor's solicitor will in any event act for and on behalf of the Vendor only.
無論你是否會委託你自己的律師，本警告在任何情況下都不應被解釋為在賣方律師和買方之間形成明示或暗示的委聘。賣方律師將在任何情況下僅代表賣方行事。

We acknowledge receipt of a copy of a bilingual version of this warning and fully understand the contents thereof.

我們已收到警告之中英雙語文本之副本及完全明白此警告之內容。

Dated this _____ day of _____

_____ 年 _____ 月 _____ 日

Signature 簽署: _____

Declaration of Relationship
關係申報

致：明興有限公司(「賣方」)
To: Main Trend Limited (“Vendor”)

Purchaser B.R. No./Company No. _____
買方 商業登記證號碼／公司號碼

Please tick as appropriate.
請在適當方格填上「✓」。

- We, the undersigned, hereby confirm and declare that we am/are not a connected person¹ to the Vendor.
吾等乃下述簽署者，茲確認及聲明吾等並非賣方的關連人士¹。
- We, the undersigned, hereby confirm and declare that we am/are a connected person¹ to the Vendor.
吾等乃下述簽署者，茲確認及聲明吾等屬於賣方的關連人士¹。

(Applicable if the Purchaser is a connected person¹ to the Vendor)
(適用於如買方屬賣方的關連人士¹)

We hereby confirm that the category of our status as associate² and the name of the person/entity we are connected to are as follows:
吾等茲確認吾等所屬聯繫人²的類別及與吾等有關連之人士的姓名／機構的名稱如下：

We declare that the above information is accurate and complete.
吾等謹此聲明上述提供資料正確及完整。

We hereby undertake to forthwith notify you in writing of any change that may occur, on or prior to signing the Formal Agreement for Sale and Purchase, in the information as confirmed and/or declared by us above.
吾等茲承諾，如吾等在簽訂正式買賣合約或之前就上述經吾等確認及／或聲明情況有任何改變，吾等將即時以書面通知 貴公司。

For and on behalf of the Purchaser
代表買方

Authorized Signatory(ies) 授權簽署人
Date 日期:

Annex 2
附件二

Notes:
附註：

1. Pursuant to Rule 14A.07 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”), a “connected person” is:
根據香港聯合交易所有限公司證券上市規則(「《上市規則》」)第14A.07條，「關連人士」指：
- (1) a director, chief executive or substantial shareholder of China Aoyuan Group Limited (“**China Aoyuan**”, together with its subsidiaries collectively referred to as “**China Aoyuan Group**”) or any of its subsidiaries;
中國奧園集團股份有限公司(「**中國奧園**」，連同其附屬公司統稱「**中國奧園集團**」)或其任何附屬公司的董事、最高行政人員或主要股東；
 - (2) a person who was a director of China Aoyuan or any of its subsidiaries in the last 12 months;
過去12個月曾任中國奧園或其任何附屬公司董事的人士；
 - (3) an associate (as defined in the Listing Rules) of any the above persons;
任何上述人士的聯繫人(定義見《上市規則》)；
 - (4) a connected subsidiary; or
關連附屬公司；或
 - (5) a person deemed to be connected by The Stock Exchange of Hong Kong Limited (the “**Exchange**”).
被香港聯合交易所有限公司(「**聯交所**」)視為有關連的人士。

According to Rule 14A.09 of the Listing Rules, the aforesaid (1) to (2) do not include a director, chief executive and substantial shareholder of China Aoyuan’s insignificant subsidiary or subsidiaries. For this purpose: (i) an “insignificant subsidiary” is a subsidiary whose total assets, profits and revenue compared to that of China Aoyuan Group are less than: (a) 10% under the percentage ratios for each of the latest three financial years (or if less, the period since the incorporation or establishment of the subsidiary); or (b) 5% under the percentage ratios for the latest financial year; (ii) if the person is connected with two or more subsidiaries of China Aoyuan, the Exchange will aggregate the subsidiaries’ total assets, profits and revenue to determine whether they are together “insignificant subsidiaries” of China Aoyuan.

依據《上市規則》第14A.09條，上述(1)至(2)並不包括中國奧園的非重大附屬公司或附屬公司之董事、最高行政人員及主要股東。就此而言：(i)「非重大附屬公司」指一家附屬公司，其總資產、盈利及收益相較於中國奧園集團而言均符合以下條件：(a)最近三個財政年度(或如涉及的財政年度少於三年，則由該附屬公司註冊或成立日開始計算)的有關百分比率每年均少於10%；或(b)最近一個財政年度的有關百分比率少於5%；(ii)如有關人士與中國奧園旗下兩家或兩家以上的附屬公司有關連，聯交所會將該等附屬公司的總資產、盈利及收益合計，以決定它們綜合起來是否屬中國奧園的「非重大附屬公司」。

2. Pursuant to Rule 14A.13 of the Listing Rules, an “associate” of a connected person described in Rule 14A.07(1), (2) or (3) of the Listing Rules who is a company includes:

根據《上市規則》第14A.13條，《上市規則》第14A.07(1)、(2)或(3)條所述的關連人士之「聯繫人」(如關連人士是公司)包括：

- (1) *its subsidiary or holding company, or a fellow subsidiary of the holding company;*
其附屬公司或控股公司，或該控股公司的同系附屬公司；
- (2) *the trustees, acting in their capacity as trustees of any trust of which the company is a beneficiary or, in the case of a discretionary trust, is (to its knowledge) a discretionary object (the “trustees”); or*
以該公司為受益人(或如屬全權信託，以其所知是全權託管的對象)的任何信託中，具有受託人身份的受託人(「受託人」)；或
- (3) *a 30%-controlled company held, directly or indirectly, by the company, the companies referred to in (1) above, and/or the trustees (individually or together), or any of its subsidiaries.*
公司、以上第(1)段所述的公司及／或受託人(個別或共同)直接或間接持有的30%受控公司，或該30%受控公司旗下任何附屬公司。

According to Rule 14A.14 of the Listing Rules, a 30%-controlled company held by a person will not be regarded as his or its associate if the person’s and his or its associates’ interests in the company, other than those indirectly held through China Aoyuan Group, are together less than 10%.

根據《上市規則》第14A.14條，若一名人士或其聯繫人除通過中國奧園集團間接持有一家30%受控公司的權益外，他們／它們另行持有該公司的權益合計少於10%，該公司不會被視作該名人士的聯繫人。

APPENDIX: ACCEPTANCE OF OFFER

附錄：接受要約

(The Appendix does not form part of the Tender Document.)

(附錄不屬於招標文件的一部份。)

(To be completed ONLY by the Vendor after the Vendor agreeing to accept the Offer)

(只限於賣方同意接受要約後由賣方填寫)

ACCEPTANCE OF OFFER 接受要約

The above offer is accepted by the Vendor on the date stated below subject to the Tender Notice and the Conditions of Sale.

在受到招標公告和出售條款約束的前提下，上述要約在下述日期獲賣方接納。

For and on behalf of **Main Trend Limited**
代表**明興有限公司**簽署

Authorized Signatory(ies)
獲授權之簽署人

Date 日期: _____