THIS OFFER DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of the Offer, this Offer Document and/or the accompanying Form of Acceptance or the action to be taken, you should consult your licensed securities dealer or other registered securities institution, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Yufengchang Holdings Limited, you should at once hand this Offer Document and the accompanying Form of Acceptance to the purchaser or transferee or to the licensed securities dealer or registered securities institution or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

This Offer Document should be read in conjunction with the accompanying Form of Acceptance, the contents of which form part of the terms and conditions of the Offer contained herein.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Offer Document and the accompanying Form of Acceptance, make no representation as to their 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 Offer Document and the accompanying Form of Acceptance.

FULLY FORT GROUP LIMITED

(Incorporated in the British Virgin Islands with limited liability)

MANDATORY UNCONDITIONAL CASH OFFER BY QUAM SECURITIES LIMITED FOR AND ON BEHALF OF FULLY FORT GROUP LIMITED TO ACQUIRE ALL THE ISSUED SHARES (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR, MR. LAW AND PARTIES ACTING IN CONCERT WITH ANY OF THEM) OF YUFENGCHANG HOLDINGS LIMITED

(Stock Code: 8631)

Financial adviser to the Offeror

首盛資本集團
Alpha Financial Group

Alpha Financial Group Limited

Capitalised terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" in this Offer Document.

A letter from Quam Securities containing, among other things, details of the terms of the Offer is set out on pages 7 to 15 of this Offer Document.

The procedures for acceptance and settlement of the Offer and other related information are set out in Appendix I to this Offer Document and in the accompanying Form of Acceptance. Acceptances of the Offer should be received by the Receiving Agent, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, as soon as possible and in any event no later than 4:00 p.m. on Friday, 5 December 2025 or such later time and/or date as the Offeror may decide and announce with the consent of the Executive, in accordance with the Takeovers Code.

This Offer Document is issued by the Offeror. This Offer Document will remain on the website of the Stock Exchange at http://www.hkexnews.hk as long as the Offer remains open.

31 October 2025

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ACCOMPANYING DOCUMENT – FORM OF ACCEPTANCE

The timetable set out below is indicative only and may be subject to changes. Further announcement(s) will be made in the event of any changes to the timetable as and when appropriate. All references to time and date contained in this Offer Document and the accompanying Form of Acceptance refer to Hong Kong times and dates.

Despatch of this Offer Document and the Form of Acceptance	Friday, 31 October 2025
Offer opens for acceptance *(Note 1)*	Friday, 31 October 2025
Latest date for the posting of the Response Document *(Note 2)*	Friday, 14 November 2025
Latest time for acceptance of the Offer on the Closing Date *(Notes 3, 4 & 5)*	not later than 4:00 p.m. on Friday, 5 December 2025
Announcement of the results of the Offer as at the Closing Date to be published on the websites of the Stock Exchange and the Company *(Note 3)*	not later than 7:00 p.m. on Friday, 5 December 2025
Latest date for posting of remittances in respect of valid acceptances received under the Offer *(Notes 5 & 6)*	Tuesday, 16 December 2025

Notes:

1. The Offer, which is unconditional, is made on the date of posting of this Offer Document, and is capable of acceptance on and from that date until 4:00 p.m. on the Closing Date, unless the Offeror revises or extends the Offer in accordance with the Takeovers Code.

2. In accordance with the Takeovers Code, the Company is required to post the Response Document no later than 14 days after the date of this Offer Document, unless the Executive consents to a later date and the Offeror agrees to extend the Closing Date by the number of days in respect of which the delay in the posting of the Response Document is agreed.

3. In accordance with the Takeovers Code, where the Response Document is posted after the date on which this Offer Document is posted, the Offer must initially be open for acceptance for at least 28 days following the date on which this Offer Document is posted. The latest time and date for acceptance of the Offer is 4:00 p.m. on Friday, 5 December 2025 unless the Offeror revises or extends the Offer in accordance with the Takeovers Code. An announcement will be issued on the websites of the Stock Exchange and the Company by 7:00 p.m. on the Closing Date, stating whether the Offer has been extended, revised or expired. In the event that the Offeror decides to extend the Offer and the announcement does not specify the next closing date, at least 14 days' notice by way of an announcement will be given before the Offer is closed in accordance with the Takeovers Code.

4. Registered owners who hold share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of their Shares in their name(s), and wish to accept the Offer in respect of their Shares (whether in full or in part), they must send the Form of Acceptance duly completed and signed together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) to the Receiving Agent, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, marked "Yufengchang Holdings Limited – Offer" on the envelope as soon as possible but in any event no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. Beneficial owners of the Offer Shares who hold their Offer Shares in CCASS directly as an investor participant or indirectly via a broker or custodian participant should note the timing requirements (as set out in Appendix I to this Offer Document) for placing instructions with CCASS in accordance with the General Rules of CCASS and CCASS Operational Procedures. Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, except in the circumstances as set out in the section headed "5. Right of withdrawal" in Appendix I to this Offer Document.

5. If there is a tropical cyclone warning signal number 8 or above, or a "black rainstorm warning" or "extreme condition" caused by super typhoon:

   (i) in force in Hong Kong at any local time before 12:00 noon but no longer in force at or after 12:00 noon on the latest date for acceptance of the Offer and the latest date for posting of remittances for the amounts due under the Offer in respect of valid acceptances, the latest time for acceptance of the Offer will remain at 4:00 p.m. on the same Business Day and the posting of remittances will remain on the same Business Day; or

   (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the latest date for acceptance of the Offer or the latest date for posting of remittances for the amounts due under the Offer in respect of valid acceptances, as the case may be, the latest time for acceptance of the Offer 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. or such other day as the Executive may approve in accordance with the Takeovers Code and the latest date for posting of remittances will also be the next 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.

6. Remittances in respect of the cash consideration (after deducting the seller's ad valorem stamp duty) payable for the Offer Shares tendered under the Offer will be despatched to the Shareholders accepting the Offer by ordinary post at their own risk as soon as possible, but in any event no later than seven (7) Business Days following the date of receipt of all relevant documents (receipt of which renders such acceptance complete and valid) in accordance with the Takeovers Code.

Save as mentioned above, if the latest time for the acceptance of the Offer does not take effect on the date and time as stated above, the other dates mentioned above may be affected. The Offeror will notify the Shareholders by way of announcement(s) on any change to the expected timetable as soon as practicable.

NOTICE TO SHAREHOLDERS OUTSIDE HONG KONG

The making of the Offer to persons not being resident in Hong Kong or with registered addresses in jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should inform themselves about and observe any applicable legal requirements. It is the responsibility of any such person who wishes to accept the Offer to satisfy himself/herself/itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents or registration or filing which may be required or the compliance with other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes or other required payments due by such accepting Overseas Shareholder in respect of such jurisdiction for accepting the Offer. Please see the section headed "7. Overseas Shareholders" in Appendix I to this Offer Document for further details.

In this Offer Document, unless the context otherwise requires, the following expressions have the following meanings:

"acting in concert"	has the meaning ascribed thereto under the Takeovers Code
"Alpha Financial"	Alpha Financial Group Limited, a licensed corporation under the SFO, registered to conduct Type 1 (Dealing in Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the SFO, being the financial adviser to the Offeror in respect of the Offer
"associate(s)"	has the meaning ascribed thereto under the Takeovers Code
"Board"	the board of Directors
"Business Day(s)"	a day on which the Stock Exchange is open for the transaction of business
"CCASS"	the Central Clearing and Settlement System established and operated by HKSCC
"Charge Over Account"	the deed of charge over account dated 28 August 2025 in respect of the Offeror's securities account in Quam Securities in favour of Quam Securities as security for the Quam Facility
"Charged Shares"	25,563,000 ordinary shares of the Company charged by Hong Kong Yufengchang in favour of Mr. Law as security of the Loan pursuant to the Share Charge Agreement
"Closing Date"	Friday, 5 December 2025, being the closing date of the Offer or any subsequent closing date(s) as may be determined and announced by the Offeror with the consent of the Executive in accordance with the Takeovers Code
"Company"	Yufengchang Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on GEM of the Stock Exchange (Stock Code: 8631)
"Director(s)"	director(s) of the Company

"Encumbrances"	any mortgage, pledge, charge, lien, option, restriction, rights to acquire, rights of pre-emption, trust arrangement, third party right or interest, or any other similar encumbrances, priorities, guarantee or restriction of rights, associated rights or obligations, including any agreement, arrangement in relation thereto relating to property, assets or rights of any nature
"Enforcement"	the exercise of enforcement rights under the Share Charge Agreement by Mr. Law on 6 August 2025
"Executive"	the Executive Director of the Corporate Finance Division of the SFC and any delegate of such executive director
"Form of Acceptance"	the accompanying form of acceptance and transfer of Offer Shares in respect of the Offer
"GEM"	GEM of the Stock Exchange
"GEM Listing Rules"	the Rules Governing the Listing of Securities on the GEM
"2024 General Offer"	the mandatory general cash offer made by Hong Kong Yufengchang to acquire the offer shares in the Company in 2024
"Group"	the Company and its subsidiaries from time to time
"HKSCC"	Hong Kong Securities Clearing Company Limited
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"Hong Kong Yufengchang"	Hong Kong Yufengchang Co., Ltd., a company incorporate in Hong Kong and wholly-owned by Mr. Wang
"Independent Shareholders"	the Shareholders other than the Offeror, Mr. Law and parties acting in concert with any of them
"Initial Shares"	1,996,000 Shares, representing approximately 4.99% of the entire issued share capital of the Company as at the Latest Practicable Date, already owned by the Offeror immediately prior to the Enforcement

"Last Trading Day"	6 August 2025, being the last trading day on which the Shares were traded on the Stock Exchange prior to the issue and publication of the Offer Announcement
"Latest Practicable Date"	28 October 2025, being the latest practicable date prior to the printing of this Offer Document for ascertaining certain information contained in this Offer Document
"Loan"	the loan in the sum of HK$5.5 million granted by Mr. Law to Mr. Wang, with an interest rate of 15% per annum and secured by the Charged Shares
"Loan Agreement"	the loan agreement entered into between Mr. Law and Mr. Wang on 22 May 2025 in respect of the Loan
"Mr. Law"	Mr. Law Ming Yik, an executive Director
"Mr. Wang"	Mr. Wang Xinlong, the Chairman and an executive Director
"Offer"	the mandatory unconditional cash offer being made by Quam Securities for and on behalf of the Offeror to acquire all the issued Shares not already owned or agreed to be acquired by the Offeror, Mr. Law and parties acting in concert with any of them, on the terms and conditions set out in this Offer Document and the accompanying Form of Acceptance and in compliance with the Takeovers Code
"Offer Announcement"	the announcement dated 26 September 2025 issued by the Offeror in relation to the Enforcement and the Offer
"Offer Document"	this offer document issued by the Offeror to all Shareholders in accordance with the Takeovers Code containing, among other things, details of the Offer
"Offer Period"	the meaning given to it under the Takeovers Code, being the period commencing from the date of the Offer Announcement (i.e. 26 September 2025) and ending on the Closing Date
"Offer Price"	HK$0.223 per Offer Share

"Offer Share(s)"	all the issued Shares (other than those already beneficially owned or to be acquired by the Offeror, Mr. Law and parties acting in concert with any of them)
"Offeror"	Fully Fort Group Limited, a company incorporated in the British Virgin Islands with limited liability, which is wholly-owned by Mr. Law
"Overseas Shareholder(s)"	Shareholder(s) whose address(es) as shown on the register of members of the Company is/are outside Hong Kong
"Quam Facility"	a loan facility of HK$3 million provided by Quam Securities to the Offeror to satisfy and meet the payment obligations under the Offer
"Quam Securities"	Quam Securities Limited, a licensed corporation under the SFO, registered to conduct Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance) and Type 9 (Asset Management) regulated activities under the SFO
"Receiving Agent"	Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong
"Relevant Period"	the period from 26 March 2025, being the date falling six months prior to the date of the Offer Announcement and ending on and including the Latest Practicable Date
"Response Document"	the circular required to be issued by the Company to all the Shareholders in connection with the Offer in accordance with the Takeovers Code
"Share Charge"	the share charge of 25,563,000 Shares of the Company by Hong Kong Yufengchang in favour of Mr. Law as security for the Loan
"Share Charge Agreement"	the share charge agreement dated 22 May 2025 entered into between Mr. Law and Hong Kong Yufengchang, pursuant to which the Charged Shares were charged in favour of Mr. Law as security for the Loan
"SFC"	the Securities and Futures Commission of Hong Kong

"SFO"	the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong)
"Share(s)"	ordinary share(s) of HK$0.01 each in the share capital of the Company
"Shareholder(s)"	holder(s) of the Share(s)
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	The Hong Kong Code on Takeovers and Mergers
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"%"	per cent

The English text of this Offer Document and the Form of Acceptance shall prevail over their respective Chinese texts for the purpose of interpretation.

華富建業證券
QUAM SECURITIES

5/F and 24/F (Rooms 2401 and 2412)
Wing On Centre
111 Connaught Road Central
Hong Kong

31 October 2025

To the Shareholders

Dear Sir or Madam,

MANDATORY UNCONDITIONAL CASH OFFER BY QUAM SECURITIES LIMITED FOR AND ON BEHALF OF FULLY FORT GROUP LIMITED TO ACQUIRE ALL THE ISSUED SHARES (OTHER THAN THOSE ALREADY OWNED OR AGREED TO BE ACQUIRED BY THE OFFEROR, MR. LAW AND PARTIES ACTING IN CONCERT WITH ANY OF THEM) OF YUFENGCHANG HOLDINGS LIMITED

1. INTRODUCTION

Reference is made to the Offer Announcement in relation to, among other things, the Enforcement of the Share Charge and the Offer.

In light of Mr. Wang's personal financial pressure, combined with the Company's deteriorating financial position and pressing working capital needs, Mr. Law granted a loan of HK$5.5 million to Mr. Wang on 22 May 2025, with drawdown on the same date. The Loan bore interest at 15% per annum and repayable upon the expiry of five calendar months from the date of drawdown, i.e. on 21 October 2025.

Such Loan was made available to Mr. Wang for the purpose of settling his personal debt to release the existing encumbrances over the Shares then beneficially owned by him, as well as providing funding to the Company's working capital needs. In particular, pursuant to the Loan Agreement, the Loan shall be applied as follows: (i) HK$1.7 million for the purpose of releasing the then existing share charge granted in favour of Get Nice Securities Limited under the facility in support of the 2024 General Offer; and (ii) HK$3.8 million for the purpose of providing general working capital to the Company.

In connection with the Loan, Hong Kong Yufengchang, the controlling shareholder of the Company wholly owned by Mr. Wang, agreed to provide security by charging all 25,563,000 ordinary shares in the Company (representing approximately 63.91% of the issued share capital) in favour of Mr. Law pursuant to the Share Charge Agreement executed on the same date. Other than the Share Charge in favour of Mr. Law, the Loan was unsecured and was not backed by any guarantees, security interests, or other forms of collateral.

To the best knowledge, information and belief of Mr. Law, following the grant of the Loan, Mr. Wang's financial condition and the Company's liquidity further worsened. These circumstances constituted a material adverse change under the Loan Agreement and triggered an event of default. In particular, pursuant to the Loan Agreement, an event of default includes any situation which, in the opinion of Mr. Law as the lender, gives reasonable grounds to believe that a material adverse change in the business, financial condition or prospects of the Company has occurred, or that the ability of Mr. Wang or any other obligor to perform its obligations has been or will be materially and adversely affected. To the best knowledge and belief of Mr. Law, Mr. Wang was unable to discharge substantial personal obligations arising from the 2024 General Offer, including outstanding professional fees owed to Shenwan Hongyuan Capital (H.K.) Limited, the financial adviser to Hong Kong Yufengchang for the 2024 General Offer, as at the date of enforcement of the Share Charge. Separately, the Company failed to settle amounts due to its professional service providers, with arrears exceeding HK$0.9 million. Several of these professional service providers have issued demand letters or legal notices for the outstanding fees since early August 2025. These circumstances evidenced a persistent inability to meet financial obligations and triggered the event of default under the Loan Agreement. As such, on 6 August 2025, following the default, Mr. Law enforced his rights under the Share Charge Agreement, resulting in the transfer of all the Charged Shares to him on the same date.

The following table sets out the shareholder structure of the Company (i) immediately prior to the Enforcement; and (ii) immediately upon the Enforcement and as at the Latest Practicable Date, based on public available information:

	Immediately prior to the Enforcement		**Immediately after the Enforcement and as at the Latest Practicable Date**	
	Number of Shares	*Approximately % of issued Shares*	*Number of Shares*	*Approximately % of issued Shares*
Hong Kong Yufengchang *(Note 1)*	25,563,000	63.91	–	–
The Offeror, Mr. Law and parties acting in concert with any of them	1,996,000	4.99	27,559,000	68.90
Public Shareholders	12,441,000	31.10	12,441,000	31.10
Total	40,000,000	100.00	40,000,000	100.00

Note:

1. Based on public information, Hong Kong Yufengchang is directly and wholly owned by Yufengchang International Holdings Company Limited, which in turn is directly, wholly owned and beneficially owned by Mr. Wang.

Immediately after completion of the Enforcement and as at the Latest Practicable Date, the Offeror, Mr. Law and parties acting in concert with any of them were interested in 27,559,000 Shares, representing approximately 68.90% of the entire issued share capital of the Company. The Offeror was therefore required under Rule 26.1 of the Takeovers Code to make a mandatory unconditional general offer in cash for all the issued Shares other than those already owned or agreed to be acquired by the Offeror, Mr. Law and parties acting in concert with any of them.

This letter forms part of this Offer Document and sets out, among other things, details of the principal terms of the Offer, information on the Offeror and the intention of the Offeror regarding the Group. Further terms of and procedures for acceptance of the Offer are set out in Appendix I to this Offer Document and the accompanying Form of Acceptance.

Pursuant to the Takeovers Code, the Company is required to despatch the Response Document within 14 days after the posting of this Offer Document. Shareholders are advised to read this Offer Document and the Response Document (including the letter of recommendation from the independent committee of the Board and the letter of advice from the independent financial adviser to be contained therein) before taking any action in respect of the Offer.

2. TERMS OF THE OFFER

Quam Securities, on behalf of the Offeror, is making the Offer to acquire all the Offer Shares pursuant to Rule 26.1 of the Takeovers Code on the following basis:

The Offer Price for each Offer Share . . . . . HK$0.223 in cash

The Offer Price of HK$0.223 per Offer Share under the Offer is approximately equal to but not lower than the price of HK$0.223 per Charged Share paid by Mr. Law as aggregate consideration attributable to the Charged Shares upon the Enforcement.

The aggregate consideration attributable to the Charged Shares upon the Enforcement was HK$5,676,459, being the outstanding loan principal of HK$5,500,000 together with the accrued interest payable by Mr. Wang to Mr. Law under the Loan of HK$176,459, representing the amount of interest accrued over a period of two months and sixteen days from the drawdown date up to the date of Enforcement, calculated at the interest rate of 15% per annum.

Such consideration was applied towards the settlement of the aforesaid indebtedness. This represents a consideration of approximately HK$0.223 per Charged Share (calculated by dividing the Loan together with the accrued interest payable by the total number of Charged Shares). The amount of consideration attributed to the Charged Shares, principally being the amount of the principal of the Loan, was determined based on negotiations between Mr. Law and Mr. Wang after taking into account (i) the prevailing closing prices of the Shares; (ii) the historical price trend and low liquidity of the Shares; and (iii) the existing financial position and operation prospects of the Group's business.

The Offer is unconditional in all respects and is not conditional upon acceptances being received in respect of a minimal number of the Shares or any other conditions.

Comparison of the Offer Price

The Offer Price of HK$0.223 per Offer Share represents:

(i) a discount of approximately 54.02% over the closing price of HK$0.485 per Share as quoted on the Stock Exchange on the Last Trading Day;

(ii) a discount of approximately 52.35% over the average of the closing prices as quoted on the Stock Exchange for the 5 consecutive trading days up to and including the Last Trading Day of approximately HK$0.468 per Share;

(iii) a discount of approximately 51.84% over the average of the closing prices as quoted on the Stock Exchange for the 10 consecutive trading days up to and including the Last Trading Day of approximately HK$0.463 per Share;

(iv) a discount of approximately 55.81% over the average of the closing prices as quoted on the Stock Exchange for the 30 consecutive trading days up to and including the Last Trading Day of approximately HK$0.505 per Share; and

(v) a premium of approximately HK$0.455 over the audited consolidated net liabilities attributable to the owners of the Company of approximately HK$0.232 per Share (based on audited consolidated net liabilities attributable to owners of the Company of approximately HK$9.3 million as at 31 March 2025 as shown in the Company's annual report and the total number of issued Shares as at the Latest Practicable Date).

The comparison of the Offer Price per Offer Share against the closing price per Share as quoted on the Stock Exchange as at the Latest Practicable Date is not available as trading in the Shares on the Stock Exchange has been suspended and remains suspended since the Last Trading Day.

Highest and lowest Share prices

The highest and lowest closing prices of the Shares as quoted on the Stock Exchange during the Relevant Period were HK$0.89 per Share on 23 June 2025 and HK$0.4 per Share on 23 and 26 May 2025, respectively.

Value of the Offer

As at the Latest Practicable Date and based on the publicly available information, there were 40,000,000 Shares in issue. Excluding the 1,996,000 Initial Shares held by the Offeror and the 25,563,000 Charged Shares held by Mr. Law pursuant to the Enforcement, a total of 12,441,000 Shares will be subject to the Offer. Based on the Offer Price of HK$0.223 per Offer Share and on the basis of full acceptance of the Offer, the cash consideration payable by the Offeror under the Offer will amount to approximately HK$2,774,343.

Confirmation of financial resources available for the Offer

The Offeror will finance the consideration payable for the Offer by the Quam Facility. Pursuant to the arrangement of the Quam Facility, the Offeror has agreed to charge the Charge Over Account, and the Shares to be acquired through the Offer (if any) to Quam Securities as collateral. As at the Latest Practicable Date, the securities account under the Charge Over Account comprise (i) Initial Shares; and (ii) cash balance of approximately HK$600,000.

The Offeror does not intend that the payment of interest on, repayment of or provision of security for any liability (contingent or other) under the Quam Facility will depend on any significant extent on the business of the Company.

Alpha Financial, being the financial adviser to the Offeror in respect of the Offer, is satisfied that sufficient financial resources are available to the Offeror to satisfy the consideration for the full acceptance of the Offer in respect of the 12,441,000 Offer Shares.

Effect of accepting the Offer

By accepting the Offer, Independent Shareholders shall sell their Shares free from all Encumbrances and together with all rights accruing or attaching to them, including, without limitation, the right to receive all dividends and distributions which may be recommended, declared, made or paid, if any, at any time on or after the date on which the Offer is made, being the date of posting of this Offer Document. Acceptance of the Offer by any Independent Shareholder will be deemed to constitute a warranty by such person that all Shares sold by such person under the Offer are free from all Encumbrances and together with all rights accruing or attaching to them, including, without limitation, the right to receive all dividends and distributions which may be recommended, declared, made or paid, if any, by reference to a record date on or after the date on which the Offer is made. In the event that after the despatch date of this Offer Document, any dividend and distributions is declared in respect of the Offer Shares and the record date of which falls on or before the Closing Date, the amount of such dividends or other distributions will be deducted from the Offer Price. Based on the publicly available information, the Company had no outstanding dividend declared but not yet paid as at the Latest Practicable Date.

Acceptances of the Offer shall be irrevocable and not capable of being withdrawn, except as permitted under the Takeovers Code as set out in the paragraph headed "5. Right of withdrawal" of Appendix I of this Offer Document.

Payment

Payment in cash in respect of acceptances of the Offer will be made as soon as possible and in any event within seven (7) Business Days after the date on which the duly completed acceptances of the Offer and the relevant documents of title of the Offer Shares in respect of such acceptances are received by the Offeror to render each such acceptance complete and valid.

No fractions of a cent (HK$) will be payable and the amount of cash consideration payable to an Independent Shareholder who accepts the Offer will be rounded up to the nearest cent (HK$).

Overseas Shareholders

The Offeror is making the Offer available to all Shareholders, including those who are not resident in Hong Kong. The making and the implementation of the Offer to Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant overseas jurisdictions in which such Shareholders are located. Overseas Shareholders should inform themselves about and observe any applicable legal requirements and restrictions in their own jurisdictions, and where necessary, seek independent legal advice in respect of the Offer.

It is the sole responsibility of the Overseas Shareholders who wish to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Overseas Shareholders in respect of such jurisdictions).

Any acceptance by any Independent Shareholder who is not resident in Hong Kong will be deemed to constitute a representation and warranty from such Independent Shareholder to the Offeror that the local laws and requirements have been complied with. All such Independent Shareholders should consult their professional advisers if in doubt.

Hong Kong Stamp duty

Seller's ad valorem stamp duty arising in connection with acceptance of the Offer currently amounting to 0.1% of the amount payable in respect of relevant acceptances by the Independent Shareholders, or the market value of the Shares as determined by the Collector of Stamp Revenue under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), whichever is higher, will be deducted from the cash amount payable to the Independent Shareholders who accept the Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of accepting Independent Shareholders and will pay the buyer's ad valorem stamp duty in connection with the acceptances of the Offer and the transfers of the relevant Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

Taxation advice

Independent Shareholders are recommended to consult their own professional advisers as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, Mr. Law and parties acting in concert with any of them and their respective ultimate beneficial owners, directors, officers, agents or associates or any other person involved in the Offer accepts any responsibility for any taxation effects on, or liabilities of, any persons as a result of their acceptance or rejection of the Offer.

3. INFORMATION ON THE OFFEROR GROUP

The Offeror is an investment holding company incorporated in the British Virgin Islands and is wholly and ultimately owned by Mr. Law.

Mr. Law, aged 37, is the executive Director, and compliance officer and the director of Wing Ko Petroleum Chemistry (China-Hong Kong) Limited ("**Wing Ko**") and Forever Treasure Holdings Limited, being the Group's subsidiaries. He is responsible for overseeing all aspects of the Group's operations, strategic planning and formulation of corporate policies. He was appointed as the Director on 31 October 2017 and was re-designated as an executive Director on 24 November 2017.

Mr. Law has over 15 years of experience in the sale and transport of diesel oil and related products. Mr. Law joined Wing Ko in July 2006 and was appointed as the director of Wing Ko in March 2012. He was responsible for overseeing Wing Ko's daily operation, including but not limited to maintaining stable relationship with the Group's key customers and suppliers, monitoring the logistics of projects and managing its corporate accounting and administrative matters.

Mr. Law obtained a Bachelor's degree in Design majoring in interior design from Raffles College of Design and Commerce in August 2009 and an Advanced Diploma in Interior Design in from Raffles Design Institute in September 2009, in Shanghai, China.

4. INTENTION OF THE OFFEROR ON THE GROUP

Operational Matters, Employees and Senior Management

The Offeror intends to continue the existing principal businesses of the Group. Given that Mr. Law has been serving as an executive Director of the Group for a substantial period and has been. closely involved in overseeing its strategic, operational, and financial management, he possesses in-depth knowledge of the Group's business operations, corporate governance, and long-term development plans. Leveraging his extensive experience and understanding of the Groups markets, management, and employees, the Offeror does not expect any material change to the business operations, day-to-day management, or corporate strategy of the Group following the close of the Offer.

As at the Latest Practicable Date, the Offeror has no intention to (i) downsize, cease or dispose of any of the Company's existing businesses and operations; (ii) discontinue the employment of any employees of the Group; (iii) introduce major changes to the principal business of the Company, including the dispose of or re-deploy the fixed assets of the Group other than those in its ordinary and usual course of business; and (iv) no material investment or business opportunity has been identified nor has the Offeror entered into any agreement, arrangement, understanding or negotiation in relation to the injection of any assets or business into the Group.

5. MAINTAINING THE LISTING STATUS OF THE COMPANY

The Offeror intends to maintain the listing of the Shares on the Stock Exchange following the close of the Offer.

The Stock Exchange has stated that if, at the close of the Offer, less than the minimum prescribed percentage applicable to the Company, being 25% of the issued Shares (excluding treasury shares), are held by the public, or if the Stock Exchange believes that:

– a false market exists or may exist in the trading of the Shares; or

– that there are insufficient Shares in public hands to maintain an orderly market, it will consider exercising its discretion to suspend dealings in the Shares.

The Offeror intends the Company to remain listed on the Stock Exchange. The director of the Offeror has undertaken to the Stock Exchange to take appropriate steps to ensure that sufficient public float exists in the Company's shares.

The Offeror will issue a separate announcement as and when necessary in this regard.

6. COMPULSORY ACQUISITION

The Offeror does not intend to avail itself of any powers of compulsory acquisition of any Shares outstanding after the close of the Offer.

7. GENERAL

The attention of the Overseas Shareholders is drawn to the section headed "7. Overseas Shareholders" in Appendix I to this Offer Document.

No acknowledgement of receipt of any Form of Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of the Shares will be given.

8. ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this Offer Document, which form part of this Offer Document and the accompanying Form of Acceptance.

Yours faithfully,
for and on behalf of
QUAM SECURITIES LIMITED

CHIU Chun Kit, Calvin
Responsible Officer

1. GENERAL PROCEDURES FOR ACCEPTANCE OF THE OFFER

To accept the Offer, you should complete and sign the accompanying Form of Acceptance in accordance with the instructions printed thereon, which form part of the terms of the Offer.

(a) If the share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares is/are in your name, and you wish to accept the Offer in respect of your Shares (whether in full or in part), you must send the Form of Acceptance duly completed and signed together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) to the Receiving Agent, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, marked "Yufengchang Holdings Limited – Offer" on the envelope as soon as possible but in any event no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code.

(b) If the share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares is/are in the name of a nominee company or a name other than your own, and you wish to accept the Offer in respect of all or part of your Shares, you must either:

(i) lodge your share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares with the nominee company or other nominee, with instructions authorising it to accept the Offer on your behalf and requesting it to deliver the Form of Acceptance duly completed and signed together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) for the number of Shares in respect of which you intend to accept the Offer to the Receiving Agent in an envelope marked "Yufengchang Holdings Limited – Offer"; or

(ii) arrange for the Shares to be registered in your name by the Company through the Receiving Agent, and deliver the Form of Acceptance duly completed and signed together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares to the Receiving Agent in an envelope marked "Yufengchang Holdings Limited – Offer"; or

(iii) if your Shares have been lodged with a licensed securities dealer/registered institution in securities/custodian bank through CCASS, instruct your licensed securities dealer/registered institution in securities/custodian bank to authorise HKSCC Nominees Limited to accept the Offer on your behalf on or before the deadline set by HKSCC Nominees Limited. In order to meet the deadline set by HKSCC Nominees Limited, you should check with your licensed securities dealer/registered institution in securities/custodian bank for the timing on processing of your instruction, and submit your instruction to your licensed securities dealer/registered institution in securities/custodian bank as required by them; or

(iv) if your Shares have been lodged with your investor participant's account maintained with CCASS, give your instruction via the CCASS Phone System or CCASS Internet System on or before the deadline set by HKSCC Nominees Limited.

(c) If the share certificate(s) and/or transfer receipt(s) and/or any other documents of title in respect of your Shares is/are not readily available and/or is/are lost, as the case may be, and you wish to accept the Offer in respect of your Shares, the Form of Acceptance should nevertheless be completed, signed and delivered in an envelope marked "Yufengchang Holdings Limited – Offer" to the Receiving Agent together with a letter stating that you have lost one or more of your share certificate(s) and/or transfer receipt(s) and/or other document(s) of title in respect of your Shares or that it is/they are not readily available. If you find such document(s) or if it/they become(s) available, the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in respect of your Shares should be forwarded to the Receiving Agent as soon as possible thereafter. If you have lost the share certificate(s) and/or transfer receipt(s) and/or other document(s) of title in respect of your Shares, or they are not readily available, you should also write to the Receiving Agent for a letter of indemnity which, when completed in accordance with the instructions given, should be returned to the Receiving Agent. The Offeror shall have the absolute discretion to decide whether any Shares in respect of which the share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title is/are not readily available and/or is/are lost will be taken up by the Offeror.

(d) If you have lodged transfer(s) of any of your Shares for registration in your name and have not yet received your share certificate(s), and you wish to accept the Offer in respect of your Shares, you should nevertheless complete and sign the Form of Acceptance and deliver it in an envelope marked "Yufengchang Holdings Limited – Offer" to the Receiving Agent together with the transfer receipt(s) duly signed by yourself. Such action will constitute an irrevocable authority to the Offeror and/or Quam Securities and/or their respective agent(s) to collect from the Company or the Receiving Agent on your behalf the relevant share certificate(s) when issued and to deliver such share certificate(s) to the Receiving Agent on your behalf and to authorise and instruct the Receiving Agent to hold such share certificate(s), subject to the terms and conditions of the Offer, as if it was/they were delivered to the Receiving Agent with the Form of Acceptance.

(e) An acceptance of the Offer will be treated as valid only if the completed and signed Form of Acceptance is received by the Receiving Agent by no later than 4: 00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code and the Receiving Agent has recorded that the acceptance and the relevant documents as required by the Takeovers Code have been so received, and is:

(i) accompanied by the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares and, if that/those share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any indemnity required in respect thereof) is/are not in your name, such other document(s) (e.g. a duly stamped transfer of the relevant Share(s) in blank or in favour of the acceptor executed by the registered holder) in order to establish your right to become the registered holder of the relevant Shares; or

(ii) from a registered Shareholder or his/her/its personal representative (but only up to the amount of the registered holding and only to the extent that the acceptance relates to the Shares which are not taken into account under another sub-paragraph of this paragraph (e)); or

(iii) certified by the Receiving Agent or the Stock Exchange.

(f) If the Form of Acceptance is executed by a person other than the registered Shareholder, appropriate documentary evidence of authority (for example, grant of probate or certified copy of a power of attorney) to the satisfaction of the Receiving Agent must be produced.

(g) Hong Kong seller's ad valorem stamp duty arising in connection with acceptances of the Offer will be payable by each accepting Shareholder at a rate of 0.1% of the consideration payable by the Offeror in respect of the relevant acceptances of the Offer, or if higher, the market value of Offer Shares as determined by the Collector of Stamp Revenue under the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), and will be deducted from the cash amount payable by the Offeror to such Shareholder on acceptance of the Offer. The Offeror will arrange for payment of the seller's ad valorem stamp duty on behalf of the relevant accepting Shareholders and will pay the buyer's ad valorem stamp duty in connection with the acceptances of the Offer and the transfer of the Offer Shares in accordance with the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).

(h) No acknowledgement of receipt of any Form of Acceptance, share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of your Shares will be given.

2. ACCEPTANCE PERIOD AND REVISIONS

(a) Unless the Offer has previously been revised or extended with the consent of the Executive or otherwise in accordance with the Takeovers Code, to be valid, the Form of Acceptance must be received by the Receiving Agent in accordance with the instructions printed thereon by 4:00 p.m. on the Closing Date.

(b) The Offeror reserves the right to revise the terms of or extend the Offer after the despatch of this Offer Document until such day as it may determine in accordance with the Takeovers Code. If the Offeror revises the terms of the Offer, all the Shareholders, whether or not they have already accepted the Offer, will be entitled to accept the revised Offer under the revised terms.

(c) If the Offer is extended or revised, the Offeror will issue an announcement in relation to any extension or revision of the Offer, which announcement will state either the next closing date (a date not less than fourteen (14) days following the posting of the revised announcement), or a statement that the Offer will remain open until further notice. In the latter case, at least fourteen (14) days' notice in writing must be given before the Offer is closed to those Shareholders who have not accepted the Offer.

(d) If the Closing Date is extended, any reference in this Offer Document and in the Form of Acceptance to the Closing Date shall, except where the context otherwise requires, be deemed to refer to the subsequent Closing Date of the Offer so extended.

(e) Any acceptance of the relevant revised Offer shall be irrevocable unless and until the Shareholders who accept the Offer become entitled to withdraw their acceptance under the paragraph headed "5. Right of withdrawal" in this Appendix I below.

3. NOMINEE REGISTRATION

To ensure equality of treatment of all Shareholders, those Shareholders who hold Shares as nominee on behalf of more than one beneficial owner should, as far as practicable, treat the holding of each beneficial owner separately. In order for the beneficial owners of the Shares whose investments are registered in nominee names to accept the Offer, it is essential that they provide instructions to their nominees of their intentions with regard to the Offer.

4. ANNOUNCEMENTS

(a) By 6:00 p.m. on the Closing Date (or such later time and/or date as the Executive may in exceptional circumstances permit), the Offeror must inform the Executive and the Stock Exchange of its decision in relation to the revision, extension or expiry of the Offer. The Offeror must publish an announcement in accordance with the Takeovers Code and/or the Listing Rules on the Stock Exchange's website by 7:00 p.m. on the Closing Date stating, amongst other information required under Rule 19.1 of the Takeovers Code, whether the Offer has been revised, extended or expired.

(b) The announcement will state, among other matters, the following:

(i) the total number of Offer Shares for which acceptances of the Offer have been received;

(ii) the total number of Shares held, controlled or directed by the Offeror, Mr. Law and parties acting in concert with any of them before the Offer Period;

(iii) the total number of Shares acquired or agreed to be acquired during the Offer Period by the Offeror, Mr. Law and parties acting in concert with any of them;

(iv) details of any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror, Mr. Law or any parties acting in concert with any of them has borrowed or lent, save for any borrowed securities which have been either on-lent or sold; and

(v) the percentages of the issued share capital of the Company and the percentages of voting rights of the Company represented by these relevant numbers.

(c) In computing the total number of Shares represented by acceptances as of the Closing Date, only acceptances duly completed and in compliance with Note 1 to Rule 30.2 of the Takeovers Code which have been received by the Receiving Agent no later than 4: 00 p.m. on the Closing Date shall be included.

(d) If the Offeror, Mr. Law, parties acting in concert with any of them or their advisers make any statement about the level of acceptances or the number or percentage of accepting Shareholders during the Offer Period, then the Offeror must make an immediate announcement in compliance with Rule 19 of the Takeovers Code.

(e) As required under the Takeovers Code and the Listing Rules, any announcement in relation to the Offer, in respect of which the Executive and the Stock Exchange have confirmed that they have no further comments, will be made in accordance with the requirements of the Takeovers Code and the Listing Rules, where appropriate.

5. RIGHT OF WITHDRAWAL

(a) As the Offer is unconditional in all respects, acceptances of the Offer shall be irrevocable and cannot be withdrawn, except in the circumstances set out in the following paragraph.

(b) In the circumstances set out in Rule 19.2 of the Takeovers Code (which is to the effect that if the Offeror is unable to comply with any of the requirements of making announcements relating to the Offer as described in the paragraph headed "4. Announcements" above), the Executive may require that accepting Shareholders be granted a right of withdrawal, on terms acceptable to the Executive, until such requirements set out in that section can be met. In such case, an accepting Shareholder may withdraw his/her/its acceptance by lodging a notice in writing signed by him/her/it (or his/her/its agent duly appointed in writing with appropriate documentary evidence of authority being produced together with such notice) to the satisfaction of the Receiving Agent.

(c) If any accepting Shareholder withdraws an acceptance, the Offeror shall, as soon as possible but in any event no later than seven (7) Business Days thereafter, return by ordinary post the share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any indemnity required in respect thereof) in respect of the Shares lodged with the accompanying Form of Acceptance to the relevant accepting Shareholder.

6. SETTLEMENT OF THE OFFER

Provided that a valid Form of Acceptance and the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity required in respect thereof) in respect of the relevant Shares as required by Note 1 to Rule 30.2 of the Takeovers Code are duly completed and in good order in all respects and have been received by the Receiving Agent by not later than 4: 00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code, a cheque for the amount due to each of the accepting Shareholders, less seller's ad valorem stamp duty, in respect of the Offer Shares tendered by him/her/it under the Offer, will be despatched to such Shareholder by ordinary post at his/her own risk as soon as possible but in any event within seven (7) Business Days after the date on which the duly completed and valid acceptances of the Offer and the relevant document(s) of title in respect of such acceptances are received by the Receiving Agent to render each such acceptance complete and valid.

Settlement of the consideration to which any accepting Shareholder is entitled under the Offer will be paid by the Offeror in full in accordance with the terms of the Offer (save with respect to the payment of seller's ad valorem stamp duty in respect of the Offer) without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror may otherwise be, or claim to be, entitled against such accepting Shareholder.

No fraction of a cent will be payable and the aggregate amount of consideration payable to an accepting Shareholder will be rounded up to the nearest cent.

7. OVERSEAS SHAREHOLDERS

The Offeror is making the Offer available to all Shareholders, including those who are not resident in Hong Kong. The making and the implementation of the Offer to Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant overseas jurisdictions in which such Shareholders are located. Overseas Shareholders should inform themselves about and observe any applicable legal requirements and restrictions in their own jurisdictions, and where necessary, seek independent legal advice in respect of the Offer. It is the responsibility of such Overseas Shareholders who have registered addresses outside Hong Kong and wish to accept the Offer to satisfy themselves as to the full observance of the applicable laws and regulations of the relevant jurisdictions in connection therewith (including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required or compliance with other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes payable by such accepting Overseas Shareholders in such jurisdiction).

8. TAX IMPLICATIONS

Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Offer. None of the Offeror, Mr. Law, parties acting in concert with any of them, and their respective ultimate beneficial owners, directors, officer(s), professional adviser(s), agent(s) or associate(s) or any other person involved in the Offer accepts responsibility for any taxation effects on, or liabilities of, any person or persons as a result of their acceptance or rejection of the Offer.

9. GENERAL

(a) All communications, notices, Form of Acceptance, share certificates, transfer receipts (as the case may be), other document(s) of title and/or any indemnity required in respect thereof and remittances to settle the consideration payable under the Offer to be delivered by or sent to or from the Shareholders will be delivered by or sent to or from them, or their designated agents, by ordinary post at their own risk, and none of the Offeror, Mr. Law and parties acting in concert with any of them, Alpha Financial, Quam Securities, the Receiving Agent, any of their respective ultimate beneficial owner(s), director(s), officer(s), professional adviser(s), associate(s), agent(s) or any persons involved in the Offer will be responsible for any loss or delay in transmission of such documents and remittances or any other liabilities that may arise as a result thereof.

(b) The provisions set out in the accompanying Form of Acceptance form part of the terms and conditions of the Offer to which it relates.

(c) The accidental omission to despatch this Offer Document and/or accompanying Form of Acceptance or any of them to any person to whom the Offer is made will not invalidate the Offer in any way.

(d) The Offer and all acceptances are and shall be governed by and construed in accordance with the laws of Hong Kong.

(e) Due execution of a Form of Acceptance will constitute an authority to the Offeror, Quam Securities or such person or persons as the Offeror may direct to complete, amend and execute any document on behalf of the person or persons accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror or such person or persons as the Offeror may direct, the Shares in respect of which such person or persons has accepted the Offer.

(f) Acceptance of the Offer by any person or persons will be deemed to constitute a warranty by such person or persons to the Offeror and Quam Securities that (i) the Shares held by such person or persons are sold to the Offeror free from all encumbrances and together with all rights accruing or attaching thereto or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the date on which the Offer is made, being the date of posting of this Offer Document; and (ii) such person or persons have not taken or omitted to take any action which will or may result in the Offeror, Mr. Law or parties acting in concert with any of them in breach of the legal or regulatory requirements of any territory in connection with the Offer or the acceptance thereof, and is/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, the above representations and warranties.

(g) Acceptance of the Offer by any nominee will be deemed to constitute a warranty by such nominee to the Offeror that the number of Shares in respect of which as indicated in the Form of Acceptance is the aggregate number of Shares held by such nominee for such beneficial owner who is accepting the Offer.

(h) References to the Offer in this Offer Document and/or in the accompanying Form of Acceptance include any extension or revision thereof.

(i) In making their decision, Shareholders must rely on their own examination of the Offeror, the Group and the terms of the Offer, including the merits and risks involved. The contents of this Offer Document, including any general advice or recommendation contained herein together with the accompanying Form of Acceptance, shall not be construed as legal, business or other advice on the part of the Offeror, Mr. Law and parties acting in concert with any of them, Alpha Financial, Quam Securities, the Receiving Agent any of their respective ultimate beneficial owner(s), director(s), officer(s), professional adviser(s), associate(s), agent(s) or any persons involved in the Offer. The Shareholders should consult their own professional advisers for professional advice.

(j) Unless otherwise expressly stated in this Offer Document and/or the accompanying Form of Acceptance, no one other than the Offeror and the relevant accepting Shareholder may enforce any terms of the contract that will arise on delivery of the relevant Form of Acceptance, duly completed and executed, under the Contracts (Rights of Third Parties) Ordinance, Cap. 623 of the Laws of Hong Kong.

(k) The English text of this Offer Document and the Form of Acceptance shall prevail over their respective Chinese texts.

1. RESPONSIBILITY STATEMENT

This Offer Document includes particulars given in compliance with the Takeovers Code for the purpose of giving information to the Shareholders with regard to the Offeror and the Offer.

The sole director of the Offeror accepts full responsibility for the accuracy of the information contained in this Offer Document, and confirms, having made all reasonable enquiries, that to the best of his knowledge, opinions expressed in this Offer Document have been arrived at after due and careful consideration and there are no other facts not contained in this Offer Document, the omission of which would make any statement contained in this Offer Document misleading.

The information relating to the Group in this Offer Document has been extracted from or based on publicly available information of the Group. The only responsibility accepted by the sole director of the Offeror in respect of such information is for the correctness and fairness of the extraction of such information and/or its reproduction or presentation.

2. MARKET PRICES

The table below shows the closing price of the Shares quoted on the Stock Exchange on (i) the last day on which trading took place in each of the calendar months during the Relevant Period; (ii) the Last Trading Day; and (iii) the Latest Practicable Date.

Date	**Closing price per Share** *(HK$)*
31 March 2025	0.52
30 April 2025	0.455
30 May 2025	0.55
30 June 2025	0.6
31 July 2025	0.46
6 August 2025 (being the Last Trading Day)	0.485
7 August 2025 to 28 October 2025 (being the Latest Practicable Date)	Trading suspended

3. DISCLOSURE OF INTERESTS AND DEALINGS OF SECURITIES OF THE COMPANY

As at the Latest Practicable Date:

(i) save for the Initial Shares and the Charged Shares, the Offeror, Mr. Law or parties acting in concert with any of them do not own, control or have direction over any voting rights in any Shares or convertible securities, warrants, options of the Company or any derivatives in respect of such securities;

(ii) save for the Enforcement and the pledge of the Offer Shares and the Charge Over Account under the terms of the Quam Facility, there is no arrangement (whether by way of option, indemnity or otherwise) of any kind referred to in Note 8 to Rule 22 of the Takeovers Code in relation to the shares of the Offeror or the Shares which might be material to the Offer;

(iii) save for the pledge of the Offer Shares and the Charge Over Account under the terms of the Quam Facility, Quam Securities does not own, control or have direction over any voting rights in any Shares or convertible securities, warrants, options of the Company or any derivatives in respect of such securities;

(iv) there is no agreement or arrangement to which the Offeror, Mr. Law or parties acting in concert with any of them is a party which relates to circumstance in which it may or may not invoke or seek to invoke a precondition or condition to the Offer;

(v) there are no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror, Mr. Law or parties acting in concert with any of them have borrowed or lent;

(vi) none of the Offeror, Mr. Law or parties acting in concert with any of them has received any irrevocable commitments to accept or reject the Offer;

(vii) there is no understanding, agreement, arrangement or special deal (as defined under Rule 25 of the Takeovers Code) between (1) Mr. Wang, HK Yufengchang and parties acting in concert with any of them; and (2) the Offeror, Mr. Law or any party acting in concert with any of them;

(viii) there is no understanding, agreement or arrangement or special deal (as defined under Rule 25 of the Takeovers Code) between (1) any Shareholder; and (2) the Offeror, Mr. Law or any party acting in concert with any of them;

(ix) save for the total consideration of HK$5,676,459, none of the Offeror, Mr. Law or parties acting in concert with any of them has paid any other consideration, compensation or benefit in whatever form in connection with the Enforcement;

(x) save for the pledge of the Offer Shares and the Charge Over Account in favour of Quam Securities relating to the Quam Facility (pursuant to which Quam Securities is entitled to enforce the security over the Offer Shares and the Charge Over Account upon the occurrence of certain events of default stipulated in the Quam Facility, which principally include the Offeror's failure to repay any sum due under the Quam Facility), there was no agreement, arrangement or understanding that any securities acquired in pursuance of the Offer would be transferred, charged or pledged to any other persons;

(xi) no benefits had been or will be given to any Director by the Offeror and/or any party acting in concert with it as compensation for loss of office or otherwise in connection with the Offer; and

(xii) there was no agreement, arrangement or understanding (including any compensation arrangement) existed between the Offeror, Mr. Law, or any person acting in concert with any of them and any of the Directors, recent Directors, Shareholders, or recent Shareholders having any connection with or dependence upon the Offer.

Save for the Enforcement, the pledge of the Offer Shares and the Charge Over Account, neither the Offeror, Mr. Law, nor parties acting in concert with any of them had dealt for value in any Shares, share options, warrants or other securities convertible into the Shares during the Relevant Period.

4. EXPERT AND CONSENT

The following is the name and the qualification of the professional adviser to the Offeror whose letter, opinion or advice is contained or referred to in this Offer Document:

Name	Qualification
Quam Securities	a licensed corporation under the SFO, registered to conduct Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance) and Type 9 (Asset Management) regulated activities under the SFO, being the agent making the Offer for and on behalf of the Offeror and the lender of the Quam Facility
Alpha Financial	a licensed corporation under the SFO, registered to conduct Type 1 (Dealing in Securities) and Type 6 (Advising on Corporate Finance) regulatory activities under the SFO, being the financial adviser to the Offeror

Each of Quam Securities and Alpha Financial has given and has not withdrawn its written consent to the issue of this Offer Document with the inclusion herein of its letter, opinion or advice and references to its name in the form and context in which they respectively appear.

5. MISCELLANEOUS

(i) The sole director and sole shareholder of the Offeror is Mr. Law.

(ii) The registered office of the Offeror is Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands, VG1110.

(iii) The correspondence address of the Offeror and Mr. Law is G/F, Block B, Phoenix Court, No. 272 Shan Pui Tsuen, Yuen Long, New Territories, Hong Kong.

(iv) The correspondence address of Quam Securities is 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong.

(v) The correspondence address of Alpha Financial is Room A, 17/F, Fortune House, 61 Connaught Road Central, Central, Hong Kong.

(vi) In the event of inconsistency, the English texts of this Offer Document and the accompanying Form of Acceptance shall prevail over their respective Chinese texts.

6. DOCUMENTS ON DISPLAY

Copies of the following documents are available for inspection on the website of the SFC at www.sfc.hk, from the date of this Offer Document up to and including the Closing Date:

(i) the memorandum and articles of association of the Offeror;

(ii) the letter from Quam Securities, the text of which is set out on pages 7 to 15 of this Offer Document;

(iii) the loan agreement dated 22 May 2025 entered into between Law Ming Yik as the lender and Wang Xinlong as the borrower in respect of a loan in the sum of HK$5.5 million with an interest rate of 15% and secured by a charge over 25,563,000 shares in Yufengchang Holdings Limited;

(iv) the share charge dated 22 May 2025 entered into between Hong Kong Yufengchang Co., Limited as the chargor, Law Ming Yik as the chargee and Quam Securities Limited as the custodian in relation to the charge over 25,563,000 shares in Yufengchang Holdings Limited;

(v) the custodian agreement dated 22 May 2025 entered into among Law Ming Yik, Wang Xinlong, Hong Kong Yufengchang Co., Limited and Quam Securities Limited in respect of the custodian services to be provided by Quam Securities Limited in relation to the loan agreement and the share charge referred to in items (iii) and (iv) above;

(vi) the loan agreement dated 28 August 2025 entered into between Fully Fort Group Limited as the borrower and Quam Securities Limited as the lender for facilities up to HK$3,000,000 to satisfy and meet the payment obligation under the Offer;

(vii) the share charge dated 28 August 2025 entered into between Fully Fort Group Limited as the chargor and Quam Securities Limited as the lender in respect of all issued shares in Yufengchang Holdings Limited to be acquired under the Offer;

(viii) the charge over account dated 28 August 2025 entered into between Fully Fort Group Limited as the chargor and Quam Securities Limited as the chargee in respect of the securities and monies held from time to time in a securities trading account of Fully Fort Group Limited; and

(ix) the written consent referred to under the paragraph headed "Expert and consent" in this appendix.