

## IMPORTANT

*IMPORTANT: If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.*



花房集团  
HUAFANG GROUP

Huafang Group Inc.  
花房集团公司

*(Incorporated in the Cayman Islands with limited liability)*

[REDACTED]

**Total number of [REDACTED] under : [REDACTED] Shares (subject to the the [REDACTED] [REDACTED])**  
**Number of [REDACTED] : [REDACTED] Shares (subject to adjustment)**  
**Number of [REDACTED] : [REDACTED] Shares (subject to adjustment and the [REDACTED])**  
**Maximum [REDACTED] : HK\$[REDACTED] per Share, plus brokerage of 1%, SFC transaction levy of 0.0027%, Stock Exchange trading fee of 0.005% and AFRC transaction levy of 0.00015% (payable in full on [REDACTED] and subject to refund)**  
**Nominal value : US\$0.0001 per Share**  
**Stock code : [REDACTED]**

*Joint Sponsors*

*(In alphabetical order)*



[REDACTED]

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The [REDACTED] is expected to be fixed by agreement between the [REDACTED] and the [REDACTED] (for themselves and on behalf of the [REDACTED]) and our Company on or before [REDACTED] or such later time as may be agreed between the parties, but in any event, no later than [REDACTED]. [REDACTED] for Hong Kong [REDACTED] are required to pay, on application, the maximum [REDACTED] of HK\$[REDACTED] for each [REDACTED] together with brokerage of 1.0%, SFC transaction levy of 0.0027%, Stock Exchange trading fee of 0.005% and AFRC transaction levy of 0.00015%, subject to refund if the [REDACTED] is lower than HK\$[REDACTED]. If, for any reason, the [REDACTED] and the [REDACTED] (for themselves and on behalf of the [REDACTED]) and our Company are unable to reach an agreement on the [REDACTED] by [REDACTED], the [REDACTED] will not become unconditional and will lapse immediately. The [REDACTED] will be not more than HK\$[REDACTED] per Share and is expected to be not less than HK\$[REDACTED] per Share although the [REDACTED] and the [REDACTED] (for themselves and on behalf of the [REDACTED]) and our Company may agree to a lower price. The [REDACTED] and the [REDACTED] (for themselves and on behalf of the [REDACTED]) may, with the consent of our Company, reduce the number of [REDACTED] and/or the indicative [REDACTED] range below that stated in this document (being HK\$[REDACTED] per Share to HK\$[REDACTED] per Share) at any time on or prior to the morning of the last date for lodging [REDACTED] under the [REDACTED]. In such a case, notices of the reduction in the number of [REDACTED] and/or the indicative [REDACTED] range will be published on the websites of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and our Company at [www.huafang.com](http://www.huafang.com) as soon as practicable but in any event not later than the morning of the day which is the latest day for lodging [REDACTED] under the [REDACTED]. For further information, see the sections headed “Structure of the [REDACTED]” and “How to Apply for the Hong Kong [REDACTED]” in this document.

Prior to making an investment decision, prospective investors should carefully consider all of the information set out in this document, and in particular, the risk factors set out in the section headed “Risk Factors.”

The obligations of the [REDACTED] under the [REDACTED] to [REDACTED] for, and to procure [REDACTED] for the [REDACTED] for, the [REDACTED], are subject to termination by the [REDACTED] and the [REDACTED] (for themselves and on behalf of the [REDACTED]) if certain grounds arise prior to 8:00 a.m. on the [REDACTED]. Further details of such grounds are set out in the section headed “[REDACTED].” It is important that you refer to that section for further details.

The [REDACTED] have not been and will not be registered under the U.S. Securities Act or any state securities laws in the United States, and may not be offered, sold, pledged or transferred within the United States or to, or for the account or benefit of US persons (as defined in Regulation S), except in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act. The [REDACTED] are being offered and sold outside of the United States in offshore transactions in reliance on Regulation S.

[REDACTED]

**IMPORTANT**

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[REDACTED]