

--

31 December 2015  
二零一五年十二月三十一日

(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)  
**(Stock Code: 689)**  
**(股份代號：689)**

# PROVISIONAL ALLOTMENT LETTER

## 暫定配額通知書

每份申請表格須隨附一張獨立開出的支票或銀行本票  
本公司將不另發收據

\* for identification purpose only  
\* 僅供識別

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT. 如轉讓供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓本文件代表之供股股份配額前，須出示已繳付從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)  
(只供擬轉讓於本表格所列彼／彼等全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors  
EPI (Holdings) Limited  
致：長盈集團(控股)有限公司  
列位董事

Dear Sir/Madam,  
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.  
敬啟者：  
本人／吾等謹將本暫定配額通知書所列本人／吾等之供股股份認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之該(等)人士。

1. 2. 3. 4.

Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date 日期：

Ad valorem stamp duty is payable by the transferor(s) if this form is completed.  
填妥此表格後，轉讓人須繳付從價印花稅。

Form C

REGISTRATION APPLICATION FORM

表格丙

登記申請表格

(To be completed and signed only by the person(s) to whom the right(s) to subscribe for the Rights Share(s) has been transferred)  
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors  
EPI (Holdings) Limited  
致：長盈集團(控股)有限公司  
列位董事

Dear Sir/Madam,  
I/We request you to register the number of Rights Shares mentioned in Box A of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the bye-laws of the Company.  
敬啟者：  
本人／吾等謹請 閣下將表格甲之甲欄所列供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及售股章程所載條款，以及在 貴公司之公司細則規限下，接納此等供股股份。

Existing Shareholder(s)  
Please mark "X" in the box  
現有股東請於欄內填上「X」符號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.  
請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。  
For Chinese applicant(s), please provide your name in both English and Chinese.  
華裔申請人請填寫中英文姓名。

Name in English 英文姓名	Family name or Company name (姓氏或公司名稱)	Other names (其他姓名／名稱)	Name in Chinese 中文姓名	
Name continuation and/or joint applicant(s) (if any) 續姓名及／或 聯名申請人全名(如有)				
Address in English 英文地址				
Occupation 職業			Tel. no. 電話號碼	

Dividend instructions 派息指示

Name and address of Bank 銀行名稱及地址			Bank account no. 銀行戶口號碼															
			BANK 銀行	BRANCH 分行	ACCOUNT 賬戶													

1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署(所有聯名申請人均須簽署)

Date 日期：

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.  
填妥此表格後，承讓人須繳付從價印花稅。



# EPI (Holdings) Limited

# 長盈集團(控股)有限公司\*

(Incorporated in Bermuda with limited liability)  
(Stock Code: 689)

31 December 2015

Dear Qualifying Shareholders,

## INTRODUCTION

In accordance with the terms and subject to the conditions in the Prospectus accompanying this PAL, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this PAL on the basis of five Rights Shares for every one existing Share registered in your name in the register of members of the Company on 30 December 2015. The number of Rights Shares provisionally allotted to you is set out in Box B. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context otherwise requires.

## RIGHTS SHARES

The Rights Shares, when allotted, issued and fully-paid, will rank *pari passu* with the Shares then in issue on the date of allotment in all respects. Holders of the fully-paid Rights Shares will be entitled to receive all future dividends and other distributions, the record dates of which are on or after the date of allotment and issue of the fully-paid Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

The Prospectus Documents have not been and will not be registered or filed under the applicable securities legislation of any jurisdiction other than in Hong Kong. No action has been taken to permit the Rights Issue in any territory outside Hong Kong, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. No person receiving a copy of the Prospectus, or the PAL in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdictions such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy themselves, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

No provisional allotment of the Rights Shares has been made to the Non-qualifying Shareholders (if any) and no PAL is being sent to them. The Company will send copies of the Prospectus (excluding this PAL) to the Non-qualifying Shareholders (if any) for their information purposes only. The Company will make arrangements to sell in the market the provisional allotment of Rights Shares which would otherwise have been allotted to the Non-qualifying Shareholders (if any) as soon as practicable after dealings in the nil-paid Rights Shares commence and before dealings in nil-paid Rights Shares end, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses and stamp duty, will be paid pro-rata to the Non-qualifying Shareholders (if any) in Hong Kong dollars. The Company will retain individual amounts of less than HK\$100 for its own benefit. Any unsold entitlement of Non-qualifying Shareholders (if any) and any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares, will be taken up by the Underwriters pursuant to the terms of the Underwriting Agreement.

The Prospectus Documents or other document or material issued in connection with the offer of the Rights Shares (whether in nil-paid or fully-paid form) under this Rights Issue is not a prospectus as defined in the Securities and Futures Act (Chapter 289) of Singapore (“SFA”). Accordingly, these Prospectus Documents and other document or material issued in connection with the offer of the Rights Shares (whether in nil-paid or fully-paid form) under this Rights Issue have not been and will not be lodged with or registered as a prospectus in Singapore under the SFA. The offer of the Rights Shares (whether in nil-paid or fully-paid form) is made in reliance on the offering exemption under Section 273(1)(cd) of the SFA. The Prospectus Documents and any other document or material in connection with the offer of the Rights Shares (whether in nil-paid or fully-paid form) may not be circulated or distributed, nor may the Rights Shares (whether in nil-paid or fully-paid form) be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than to a member of the Company pursuant to Section 273(1)(cd) of the SFA.

In addition, the Rights Shares (whether in nil-paid or fully-paid form) that are provisionally allotted to, or subscribed or purchased (as the case may be) by an existing Shareholder in Singapore pursuant to Section 273(1)(cd) of the SFA, may only be subsequently offered or sold within 6 months of the initial provisional allotment, subscription or purchase of such Rights Shares (i) to persons in Singapore pursuant to, and in accordance with the conditions of, an exemption invoked under Subdivision (4) Division I of Part XIII of the SFA; and (ii) to persons to whom the Rights Shares may be offered or sold under such exemption.

By accepting this PAL, you hereby represent and warrant, and are deemed to have represented and warranted, to the Company that you are entitled to, and you shall, exercise your rights to subscribe for the provisionally allotted Rights Shares and/or to subscribe the Rights Shares (whether in nil-paid or fully-paid form) in accordance with the restrictions set forth above and agrees to be bound by limitations contained herein. Any failure to comply with these limitations may constitute a violation of law. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

## PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of the Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C, so as to be received by not later than 4:00 p.m. on Friday, 15 January 2016. All remittances must be in Hong Kong dollars and cheques or cashier’s orders must be crossed “**ACCOUNT PAYEE ONLY**” and drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or issued by a licensed bank in Hong Kong and made payable to “**EPI (Holdings) Limited — Rights Issue Account**”. Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the by-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C, has been received as described above by 4:00 p.m. on Friday, 15 January 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights and entitlement thereunder will be deemed to have been declined and will be cancelled. The Company may at its sole discretion treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

## TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you, you must complete the form of transfer and nomination (Form B), and hand this PAL to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C), and lodge this PAL intact together with a remittance for the full amount payable on acceptance as shown in Box C with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Friday, 15 January 2016. It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

## SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you or transfer your rights to more than one person, this PAL must be surrendered by not later than 4:30 p.m. on Thursday, 7 January 2016 at the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, which will cancel the entire original PAL and issue new PAL(s) in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day after the surrender of this original PAL. No fee will be charged for splitting of the provisional allotment.

## TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that upon occurrence of certain events including force majeure events, the Underwriters have the right to, at or before the Latest Time for Termination, terminate their obligations under the Underwriting Agreement. These termination events are set out in the section headed “Termination of the Underwriting Agreement” in the Prospectus. Upon the giving of written notice of termination, all obligations of the Underwriters under the Underwriting Agreement shall cease (save in respect of surviving provisions and save for antecedent breaches and claims). If the Underwriting Agreement is terminated by the Underwriters on or before the aforesaid deadline or does not become unconditional, the Underwriting Agreement shall terminate and the Rights Issue will not proceed. The Shares have been dealt in on an ex-rights basis since Tuesday, 22 December 2015 and the Rights Shares are expected to be dealt with in their nil-paid form from Tuesday, 5 January 2016 to Tuesday, 12 January 2016 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any Shareholder or other person contemplating dealings in the securities of the Company from now up to the date on which all the conditions of the Rights Issue are fulfilled and any person dealing in the nil-paid Rights Shares from Tuesday, 5 January 2016 to Tuesday, 12 January 2016 (being the first day and last day of dealings in the nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person dealing in the securities of the Company and/or the Rights Shares in their nil-paid form who is in any doubt about his/her/its position is recommended to consult his/her/its own professional adviser. It is expected that the conditions referred to in the paragraph headed “Conditions” under the section headed “Underwriting arrangement and undertakings” in the letter from the Board contained in the Prospectus are to be fulfilled by 4:00 p.m. on Wednesday, 20 January 2016. If the conditions referred to therein are not fulfilled at or before 4:00 p.m. on Wednesday, 20 January 2016 or the Underwriting Agreement has been terminated in accordance with the terms thereof, the Rights Issue will not proceed.

## CHEQUES AND CASHIER’S ORDERS

All cheques and cashier’s orders will be presented for payment immediately following receipt and all interests earned on such monies will be retained for the benefit of the Company. Any PAL in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation is liable to be rejected. Completion and return of a PAL together with a cheque or cashier’s order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or cashier’s order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled.

## SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be sent by ordinary post by the Registrar to the persons entitled thereto at their own risk on or before Wednesday, 27 January 2016. You will receive one share certificate for all the fully-paid Rights Shares allotted to you.

## GENERAL

Lodgment of the PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the relevant share certificates. Further copies of the Prospectus are available at the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

## PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business at Room 1108-09, 11/F, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, for the attention of Privacy Compliance Officer.

By the order of the Board  
**EPI (Holdings) Limited**  
**Tse Kwok Fai, Sammy**  
Executive Director & CEO

\* for identification purpose only



# EPI (Holdings) Limited

## 長盈集團(控股)有限公司\*

(於百慕達註冊成立之有限公司)  
(股份代號：689)

敬啟者：

### 緒言

根據隨附本暫定配額通知書之售股章程所載之條款及在其條件之規限下，董事已暫定配發本暫定配額通知書首頁所載數目之本公司供股股份予閣下，基準為於二零一五年十二月三十日以前，閣下名義在本公司股東名冊上登記之每一股現有股份可獲發五股供股股份。閣下所獲暫定配發之供股股份數目列於乙欄。除文義另有所指外，本表格所用詞彙與售股章程中所界定者具有相同涵義。

### 供股股份

供股股份經配發、發行及繳足股款後將在各方面與配發當日已發行之股份享有同等權益。已繳足股款供股股份之持有人將有權收取記錄日期為配發及發行繳足股款供股股份當日或之後之所有未來股息及其他分派。

待未繳股款及繳足股款之供股股份均獲批准在聯交所上市及買賣，並遵守香港結算之股份收納規定後，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券，自供股股份在聯交所開始買賣之日或香港結算指定之該等其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者於任何交易日之交易須於其後第二個交易日於中央結算系統進行交收。於中央結算系統之所有活動均依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

售股章程文件並無及將不會根據任何香港以外之司法權區之適用證券法登記或存檔。除非於有關司法權區可合法提出要約或邀請而毋須辦理該司法權區任何登記手續或符合該司法權區其他法例或監管規定，否則並無就供股於香港以外任何地區獲得准許而採取任何行動。任何在香港以外地區之人士倘接獲售股章程或暫定配額通知書，除非於有關司法權區可合法提出要約或邀請而毋須辦理有關司法權區任何登記手續或符合有關司法權區其他法例或監管規定，否則不得視為申請供股股份之要約或邀請。在下文所述者規限下，任何在香港以外地區之人士如欲申請認購供股股份(在取得認購暫定配發供股股份之任何權利前)，其本身有責任遵守一切有關司法權區之法例及規則，包括取得任何政府或其他方面之同意，以及繳納該地區規定須就此繳付之任何稅項及徵稅。倘本公司相信接納有關申請會觸犯任何司法權區之適用證券法或其他法例或規則，本公司保留權利拒絕接納任何認購供股股份之申請。

不合資格股東(如有)並無獲配發暫定配額供股股份，暫定配額通知書亦無向彼等寄發。本公司將向不合資格股東(如有)寄發售股章程(不包括本暫定配額通知書)，僅供彼等參照。在可獲得溢價(扣除開支)之情況下，本公司將於未繳股款供股股份開始買賣後及於其結束前在可行情況下盡快安排在市場上出售原應配發予不合資格股東(如有)之供股股份暫定配額。有關出售要約或邀請(扣除開支及印花稅)將按比例以港元支付予不合資格股東(如有)。本公司將自行保留不足100港元之個別金額。任何未出售之不合資格股東(如有)配額及暫定配發予合資格股東但未獲其接納之任何供股股份，或承讓人以其他方式認購之未繳股款供股股份，將由包銷商根據包銷協議之條款接納。

所刊發有關供股項下供股股份(不論未繳股款或繳足股款形式)發售的售股章程文件或其他文件或材料並非新加坡證券及期貨法(第289章)(「證券及期貨法」)所界定的售股章程。因此，所刊發有關供股項下供股股份(不論未繳股款或繳足股款形式)發售的該等章程文件及其他文件或材料並未且將不會於新加坡根據證券及期貨法按售股章程呈交或登記。供股股份(不論未繳股款或繳足股款形式)發售乃依據證券及期貨法第273(1)(cd)條項下發售豁免而進行。按證券及期貨法第273(1)(cd)條，有關供股股份(不論未繳股款或繳足股款形式)發售的售股章程文件及任何其他文件或材料不得在新加坡向任何人士(本公司股東除外)傳閱或分發，供股股份(不論未繳股款或繳足股款形式)亦不得向其發售或銷售，或作為認購或購買(不論直接或間接)邀請的主題。

此外，按證券及期貨法第273(1)(cd)條向於新加坡之現有股東暫定配發或由其根據該條款規定所認購或購買(視情況而定)的供股股份(不論未繳股款或繳足股款形式)，隨後僅可在有關供股股份初步暫定配發或認購、購買之日起6個月內(i)根據證券及期貨法第XIII部第1分部第(4)分條、按照其條件及其援引的豁免，向新加坡人士發售或銷售；及(ii)向按該豁免可予發售或銷售供股股份的人士發售或銷售。

接納本暫定配額通知書，即表示閣下向本公司聲明及保證以及被視為已向本公司聲明及保證，表示閣下將根據上文所載限制有權且須行使閣下認購暫定獲配發供股股份及／或認購供股股份(不論未繳股款或繳足股款形式)之權利，並同意受本暫定配額通知書所載限制的約束。如未遵守該等限制，或會構成違法。為免生疑，香港結算及香港中央結算(代理人)有限公司概不會提供上述任何聲明或保證，亦不會受其所限。

### 接納手續及付款

閣下如全數接納供股股份之暫定配額，必須將整份暫定配額通知書連同丙欄所示須於接納供股股份時支付之全數股款，最遲於二零一六年一月十五日(星期五)下午四時正前交回過戶處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，而支票或銀行本票須由香港持牌銀行以「只准入抬頭人賬戶」劃線方式開出或發出，並須註明抬頭人為「EPI (Holdings) Limited — Rights Issue Account」。於繳付股款後，即表示已按本暫定配額通知書及售股章程所載之條款，及在本公司之公司細則之規限下接納暫定配額。有關股款將不會獲發收據。所有有關本暫定配額通知書之查詢均須寄交位於上述地址之過戶處。

謹請注意，除非由原獲配人或以本身名義已有效轉讓權利之任何人士填妥之暫定配額通知書，連同丙欄所示應繳股款已按上文所述於二零一六年一月十五日(星期五)下午四時正前收訖，否則閣下之暫定配額及一切據此而獲得之權利及資格將視作已被放棄而予以取消。即使暫定配額通知書並未遵照有關指示填妥，本公司可全權酌情將暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。本公司可要求有關申請人將未填妥之暫定配額通知書於稍後填妥。

### 轉讓

閣下如欲將暫定配發予閣下之供股股份認購權全部轉讓，須填寫轉讓及提名表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人過戶。承讓人其後須將登記申請表格(表格丙)填妥及簽署，並將整份暫定配額通知書連同丙欄所示須於接納股份之全部股款，最遲於二零一六年一月十五日(星期五)下午四時正前交回過戶處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。務請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付印花稅，而承讓人於接納有關權利時亦須繳付印花稅。

### 分拆

閣下如欲接納部分暫定配額或將暫定配發予閣下之部分供股股份認購權轉讓予他人或將權利轉讓予超過一名人士，則最遲須於二零一六年一月七日(星期四)下午四時三十分將本暫定配額通知書交回過戶處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。卓佳登捷時有限公司將會取消整份原有之暫定配額通知書，並按所要求之金額發出新暫定配額通知書，新暫定配額通知書可於交回本原有之暫定配額通知書後第二個營業日上午九時正後在過戶處領取。分拆暫定配額毋須支付任何費用。

### 終止包銷協議

務請留意，在若干事件(包括不可抗力事件)發生時，包銷商有權於最後終止時間或之前終止其於包銷協議項下之責任。該等終止事件已載於售股章程「終止包銷協議」一節。在給予終止之書面通知時，包銷商於包銷協議項下一切責任將予終止(除了關於效力延續條款及除了在先的違約行為及申索)。倘包銷商於上述期限或之前終止包銷協議或包銷協議並無成為無條件，則包銷協議將告終止，且供股將不會進行。股份已由二零一五年十二月二十二日(星期二)起按除權基準買賣，而供股股份預期將由二零一六年一月五日(星期二)至二零一六年一月十二日(星期二)(包括首尾兩日)期間以未繳股款形式買賣。倘供股之條件尚未達成，則供股將不會進行。由即日起至供股之所有條件達成日期止期間擬買賣本公司之證券之任何股東或其他人士，及由二零一六年一月五日(星期二)至二零一六年一月十二日(星期二)(即分別為買賣未繳股款供股股份之首日及最後一日)期間以未繳股款形式買賣供股股份之任何人士，須承擔供股可能不會成為無條件或可能不予進行之風險。買賣本公司證券及／或未繳股款供股股份之任何股東或其他人士如對其狀況有疑問，建議諮詢其本身之專業顧問。預期售股章程所載董事會函件內「包銷安排及承諾」一節「條件」一段所述條件將於二零一六年一月二十日(星期三)下午四時正前獲達成。倘該段所述條件於二零一六年一月二十日(星期三)下午四時正或之前並無獲達成或包銷協議已根據其條款終止，則供股將不會進行。

### 支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而有關款項所得之全部利息將撥歸本公司所有。倘任何暫定配額通知書所隨附之支票或銀行本票未能於首次過戶時兌現，可遭拒絕受理。填妥及交回之暫定配額通知書連同所接納之供股股份之付款支票或銀行本票將構成認購人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。在不損害其其他有關權利之情況下，本公司保留權利在隨附之支票或銀行本票首次過戶未能兌現時拒絕受理有關暫定配額通知書。在此情況下，有關暫定配額及就此而獲賦予之所有權利將被視作不獲接納而予以註銷。

### 股票

預期所有繳足股款供股股份之股票將於二零一六年一月二十七日(星期三)或之前由過戶處以普通郵遞方式寄發予應得之人士，郵誤風險概由彼等自行承擔。閣下將會就獲配發之繳足股款供股股份獲發一張股票。

### 一般事項

暫定配額通知書連同(倘有關)已由獲發暫定配額通知書之人士所簽署之轉讓及提名表格一經交回，即確證交回有關文件之人士(一名或多名)有權處理暫定配額通知書及收取分拆配額之通知書及／或有關股票。閣下如需要額外售股章程副本，可於過戶處卓佳登捷時有限公司索取，地址為香港皇后大道東183號合和中心22樓。

所有文件(包括退款支票)將以普通郵遞方式寄發予有關申請人或其他應得之人士，郵誤風險概由彼等自行承擔。

本暫定配額通知書及所有接納其中所載要約均須受香港法例監管，並按其詮釋。

### 收集個人資料－暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、過戶處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發供股股份之人士之任何資料。(個人資料(私隱)條例)(香港法例第486章)賦予證券持有人權利，可確定本公司或過戶處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料(私隱)條例》，本公司及過戶處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息的所有要求，應寄往本公司之主要營業地點(香港灣仔港灣道25號海港中心11樓1108-09室)或根據適用法律不時通知之地址，並以公司秘書為收件人；或(視情況而定)寄往過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)，並以私隱條例事務主任為收件人。

此致

列位合資格股東 台照

承董事會命  
長盈集團(控股)有限公司  
執行董事兼行政總裁  
謝國輝  
謹啟

二零一五年十二月三十一日

\* 僅供識別