

IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING FORM OF APPLICATION FOR THE EXCESS RIGHTS SHARES (THE "EAF") EXPIRES AT 4:00 P.M. ON WEDNESDAY, 31 OCTOBER 2012 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR RIGHTS SHARES OVERLEAF").

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，並請即處理。本暫定配額通知書及隨附之額外供股股份申請表格(「額外申請表格」)所載之要約於二零一二年十月三十一日(星期三)下午四時正(或青災「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一節所述之有關最後日期)結束。

IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS PAL, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.
閣下如對本暫定配額通知書之任何內容有任何疑問，應諮詢獨立專業意見。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited, Hong Kong Securities Clearing Company Limited and the Securities and Futures Commission take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

香港交易及結算所有限公司、香港聯合交易所有限公司、香港中央結算有限公司以及證券及期貨事務監察委員會對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本文件全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Capitalised terms used herein shall have the same meanings as those defined in the prospectus issued by Pou Sheng International (Holdings) Limited dated 16 October 2012 (the "Prospectus") unless the context otherwise requires.
除文義另有指外，本暫定配額通知書所用詞彙與寶勝國際(控股)有限公司所刊發日期為二零一二年十月十六日之供股章程(「供股章程」)所界定者具相同涵義。

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

股份、未繳股款及繳足股款之供股股份之買賣可透過中央結算系統進行交易，閣下應諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關該等交易安排之詳情，以及有關安排對閣下之權利及權益可能構成之影響。

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

待未繳股款及繳足股款之供股股份獲准於聯交所上市及買賣後，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，可由未繳股款及繳足股款之供股股份開始在聯交所買賣之日或香港結算決定之該等其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者間之交易須於任何交易後第二個交易日在中央結算系統內進行交收。中央結算系統之所有活動均須依據不時有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。

A copy of this PAL, together with a copy of the Prospectus, the EAF and the written consent of Deloitte Touche Tomhatsu, has been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. A copy of this PAL, together with a copy of the Prospectus and the EAF, has been, or will be, filed as soon as reasonably practicable with the Registrar of Companies in Bermuda in accordance with the requirements of the Companies Act. The Registrar of Companies in Hong Kong, the Registrar of Companies in Bermuda and the Bermuda Monetary Authority take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同供股章程、額外申請表格以及德勤·關黃陳方會計師行之同意書之副本，已依據公司條例第342C條規定送呈香港公司註冊處處長登記。本暫定配額通知書連同供股章程以及額外申請表格之副本，已或將依據公司法規於合理情況下送交送呈百慕達公司註冊處處長登記。香港公司註冊處處長及百慕達金融管理局對任何此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by not later than 4:00 p.m. on Wednesday, 31 October 2012. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Pou Sheng Intl - PAL Account" and crossed "ACCOUNT PAYEE ONLY".

閣下如欲行使閣下之權利認購本暫定配額通知書指定之全部供股股份，必須最遲於二零一二年十月三十一日(星期三)下午四時正前，按照本通知書印備之指示將本暫定配額通知書連同接納時須繳付之全數股款，送呈股份登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港元之支票或銀行本票支付。支票及銀行本票均須由香港持牌銀行戶口開出或由香港持牌銀行發出，並註明抬頭人為「Pou Sheng Intl - PAL Account」及以「只准入抬頭人賬戶」方式劃線開出。



POU SHENG INTERNATIONAL (HOLDINGS) LIMITED
寶勝國際(控股)有限公司
(Incorporated in Bermuda with limited liability)
(Stock Code: 3813)
(於百慕達註冊成立之有限公司)
(股份代號: 3813)

Branch share registrar in Hong Kong:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong

香港股份過戶登記分處:
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17樓
1712-1716號舖

Principal place of business in Hong Kong:
香港主要營業地點:
Suites 3106-9, 31st Floor
Tower 6, The Gateway
9 Canton Road
Tsim Sha Tsui
Kowloon
Hong Kong
香港九龍
尖沙咀
廣東道9號
港威大廈第6座
31樓3106-9室

Registered office:
註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Tuesday, 16 October 2012
二零一二年十月十六日(星期二)

RIGHTS ISSUE OF 1,066,588,790 RIGHTS SHARES AT HK\$0.4910 PER RIGHTS SHARE
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY FOUR EXISTING SHARES
HELD BY THE QUALIFYING SHAREHOLDERS ON THE RECORD DATE
按於記錄日期合資格股東每持有四股現有股份獲配一股供股股份之基準
以每股供股股份0.4910港元之價格以供股方式發行1,066,588,790股供股股份
PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 31 OCTOBER 2012
股款須於接納時(不遲於二零一二年十月三十一日(星期三)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

Blank box for the name and address of the Qualifying Shareholder(s).

Number of Shares registered in your name(s) on Monday, 15 October 2012:
於二零一二年十月十五日(星期一)登記於閣下名下之股份數目:

Box A 甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Wednesday, 31 October 2012:
暫定配發予閣下之供股股份數目，股款須於接納時(不遲於二零一二年十月三十一日(星期三)下午四時正)繳足:

Box B 乙欄

Total subscription money payable:
應繳認購股款總額:

Box C 丙欄
HK\$
港元

Contact telephone no. 聯絡電話號碼:

Blank box for contact telephone number.

Dealing in the Rights Shares in the nil-paid form will take place from Thursday, 18 October 2012 to Friday, 26 October 2012 (both dates inclusive).

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 5:00 p.m. on the Settlement Date if there occurs:-

- (1) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (2) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or currency (including any disruption to trading generally or trading in any securities of the Company on any stock exchange, or a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing); or
- (3) any act of God, fire, flood, explosion, epidemic, war, act of terrorism, riot, public disorder, civil commotion, strike or lock-out; or
- (4) any suspension or a material limitation in trading in securities generally on the Stock Exchange, or a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong;

and in the absolute opinion of the Underwriter, such change could have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If, at or prior to 5:00 p.m. on the Settlement Date:
(1) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement; or
(2) the Underwriter shall receive notification pursuant to the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue, inaccurate or misleading, or would be untrue, inaccurate or misleading if repeated as provided in the Underwriting Agreement;

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and none of the parties thereto shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (save in respect of any antecedent breaches and claims). If the Underwriter exercises such right, the Rights Issue will not proceed.

未繳股款之供股股份將於二零一二年十月十六日(星期三)至二零一二年十月二十六日(星期五)止期間(首尾兩日包括在內)買賣。
倘發生以下情況，包銷商可於結算日(即下午五時正)前任何時間，向本公司發出書面通知，終止包銷協議所載本安排。

- (1) 頒佈任何新法例或規例，或現有法例或規例(或相關司法詮釋)有任何變動；或
- (2) 出現任何本地、國家或國際政治、軍事、金融、經濟或貨幣(包括任何證券交易所之整體買賣或本公司任何證券之買賣受到任何干擾，或香港貨幣與美元整合票面之貨幣掛鈎之貨幣體系變動)事件或變動(不論是否屬包銷協議日期之前及/或之後出現或持續之連串事件或變動)或其他性質(不論與前述任何項與否)之事件或變動，或爆發戰爭、罷工及國際間對衝、暴動或技術衝突或升級；或
- (3) 任何天然災、火災、水災、爆炸、疫症、戰爭、恐怖活動、暴動、治安不穩、群眾騷亂、罷工或停工；或
- (4) 聯交所暫停買賣證券或實施嚴厲限制，或香港有關當局宣佈全面禁止商業銀行活動，或香港商業銀行業務、證券交收或結算服務嚴重中斷；而包銷商全權認為，上述變動會對本集團業務、財務或經營狀況或前景或對成功進行供股造成重大不利影響，或致使進行供股屬不宜或不恰當。

倘於結算日期下午五時正或之前發生以下情況，包銷商須向本公司證明其須承擔之任何責任、承諾、陳述或保證，或

- (1) 本公司嚴重違反或並無遵守包銷協議所訂明其須承擔之任何責任、承諾、陳述或保證；或
- (2) 包銷商根據包銷協議接獲通知或獲悉包銷協議所載之任何陳述或保證在作出時乃失實、不準確或有誤導成份，或如再次提供包銷協議仍屬失實、不準確或有誤導成份；

則包銷商有權(惟非必須)向本公司發出書面通知，選擇將該事宜或事件作為解除及撤銷包銷商於包銷協議項下之責任。

發出終止通知後，包銷商對包銷協議項下之所有責任將告終結及終止，訂約各方毋須得款包銷協議所產生或相關之任何事項或事宜向對方提出任何索償(與任何先前違約及索償有關者除外)。倘包銷商行使有關權利，供股將不會進行。Any persons contemplating buying or selling Shares from now up to the date on which all the conditions of the Rights Issue are fulfilled, and any dealings in the Rights Shares in their nil-paid form between Thursday, 18 October 2012 and Friday, 26 October 2012 (both dates inclusive), bear the risk that the Rights Issue may not become unconditional or may not proceed.

任何有意於即日起直至供股條件全部達成當日止期間購買或出售股份的人士，以及任何於二零一二年十月十六日(星期三)至二零一二年十月二十六日(星期五)止期間(首尾兩日包括在內)買賣未繳股款之供股股份的人士，均須承擔供股或未能成為無條件或不一定進行之風險。Any shareholders or other persons contemplating dealing in the Shares or the nil-paid Rights Shares are recommended to consult their own professional advisers.

建議任何有意買賣股份或未繳股款之供股股份之股東或其他人士諮詢彼等本身專業顧問之意見。

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR THE 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 THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.
 在轉讓供股股份的認購權時，每項買賣均須繳納從價印花稅。以出售以外方式餽贈或轉讓實益權益亦須繳納從價印花稅。在辦理本文件所載供股股份權益登記之前，須出示已繳納從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares comprised herein)
 (僅供擬將其/彼等於本表格所列可認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
Pou Sheng International (Holdings) Limited
 致：寶勝國際(控股)有限公司
 列位董事台照

Dear Sirs and Madams,

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/吾等茲將本暫定配額通知書所列本人/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

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：_____ 2012

Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.
 附註：轉讓閣下認購供股股份之權利須繳付香港印花稅。

Form C
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)
 (僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
Pou Sheng International (Holdings) Limited
 致：寶勝國際(控股)有限公司
 列位董事台照

Dear Sirs and Madams,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：

本人/吾等謹請閣下將表格甲內乙欄所列供股股份數目以本人/吾等名義登記。本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及公司細則之規限下接納該等供股股份。

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

To be completed in block letters in ENGLISH. Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。 For Chinese applicant(s), please provide your name(s) 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/Company name 姓氏/公司名稱 Other names 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) (if any) 續姓名及/或聯名申請人姓名(如有)			
Address in English 英文地址			
Occupation 職業	Telephone no. 電話號碼		
Dividend instructions 派息指示		Bank account no. 銀行戶口號碼	
Name and address of bank 銀行名稱及地址	Account type 賬戶類別	For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____
 Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date 日期：_____ 2012

Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
 附註：接納認購供股股份之權利須繳付香港印花稅。



POU SHENG INTERNATIONAL (HOLDINGS) LIMITED

寶勝國際(控股)有限公司

(於百慕達註冊成立之有限公司)
(股份代號: 3813)

敬啟者:

緒言

根據本暫定配額通知書隨附的供股章程所載條款,董事按二零一二年十月十五日(星期一)登記於閣下名下之每持有四股現有股份獲發一股供股股份之基準,已暫定向閣下配發未繳股款供股股份。閣下於二零一二年十月十五日所持股份數目載於甲欄,而暫定配發予閣下之供股股份數目則載於乙欄。除文義另有指明者外,供股章程所界定之詞彙於本通知書內具有相同涵義。供股股份經配發、發行及繳足股款後,將在所有方面與配發供股股份當日之已發行現有股份享有同等權利。該等供股股份之持有人將有權收取於配發及發行繳足股款供股股份日期後所宣派、作出或派付之一切股息及分派。

供股文件並無及將不會根據香港及百慕達以外任何司法權區之任何適用證券法例登記或存檔。

於香港以外任何司法權區接獲供股章程或暫定配額通知書或額外申請表格之任何人士不可將其視作申請認購供股股份之要約或邀請。

在香港以外地區之任何人士(包括但不限於代理人、託管人、代名人及受託人)如欲申請認購供股股份,須自行全面遵守有關地區或司法權區之法律及法規,包括取得任何政府或其他同意,以及在該等地區或司法權區支付就此所需支付之任何稅項、關稅及其他款項。任何人士如接納任何供股股份之要約,將被視為構成該名人士就已全面遵守該等當地法律及規定向本公司作出之聲明及保證。如股東有任何疑問,應諮詢專業顧問之意見。

此外,每名供股股份之認購人將被視作已向本公司作出下列聲明及保證:

- 彼於記錄日期為合資格股東,或彼已依法或可依法從有關人士直接或間接取得有關權利;
- 彼可合法在其居住或目前所處的司法權區獲提呈、接納、取得、認購及收取有關權利及/或供股股份;

申請及付款手續

閣下如欲承購全數暫定配額,則須不遲於二零一二年十月三十一日(星期三)下午四時正(或在惡劣天氣情況下,下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期),將整份暫定配額通知書連同丙欄所載接納時應付之全數股款交回股份登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港元支付,而支票及銀行本票均須由香港持牌銀行戶口開出及由香港持牌銀行發出,並註明抬頭人為「Pou Sheng Intl – PAL Account」及以「只准入抬頭人賬戶」方式劃線開出。有關付款將構成接納本暫定配額通知書及供股章程之條款,並受本公司之組織章程大綱及公司細則所規限。申請時收訖之股款將不會獲發收據。獲接納申請之任何供股股份之股票將於二零一二年十一月八日(星期四)或前後按背頁所示地址以普通郵遞方式寄發予合資格股東(倘為聯名合資格股東,則為名列首位之合資格股東),郵誤風險概由彼等自行承擔。

務請注意,除非本暫定配額通知書連同丙欄所示之適當股款已如上文所述不遲於二零一二年十月三十一日(星期三)下午四時正(或在惡劣天氣情況下,下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期)交回,否則將被視作放棄本暫定配額通知書及一切有關權利,而有關供股股份將會被註銷。即使按上述規定交回之暫定配額通知書並未按有關指示填妥,本公司可(全權酌情決定但並無責任)將其視為有效,並對遞交表格之人士或其代表具約束力。本公司可要求有關未填妥之暫定配額通知書申請人於接納供股之最後期限或之前填妥有關表格。

申請額外供股股份

合資格股東有權以額外申請之方式申請認購任何未售出之除外股東配額(如有)及任何暫定配發予合資格股東但未獲其接納之供股股份以及已集集之零碎配額。

閣下如欲申請額外供股股份,則須不遲於二零一二年十月三十一日(星期三)下午四時正,按照額外申請表格印備之指示填妥及簽署有關表格,連同就所申請之額外供股股份獨立支付之全數股款一併交回股份登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港元支付,而支票及銀行本票均須由香港持牌銀行戶口開出及由香港持牌銀行發出,並註明抬頭人為「Pou Sheng Intl – EAF Account」及以「只准入抬頭人賬戶」方式劃線開出。股份登記處將知會合資格股東任何獲配發之額外供股股份。

轉讓

閣下如欲將全部暫定配發予閣下之供股股份認購權轉讓,須填妥及簽署轉讓及提名表格(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。其後,承讓人須不遲於二零一二年十月三十一日(星期三)下午四時正將登記申請表格(表格丙)填妥及簽署,然後將本暫定配額通知書連同丙欄所示接納時應付之全數股款交回股份登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。謹請注意,閣下轉讓有關供股股份之認購權予承讓人時,須繳付香港印花稅,而承讓人於接納有關權利時亦須繳付香港印花稅。倘閣下為海外股東,請參閱供股章程「董事會函件」內「合資格股東」及「除外股東」一段有關適用於閣下的限制詳情。

分拆

如僅欲接納部分暫定配額或欲轉讓本通知書所述獲暫定配發以認購供股股份之部分權利,或將權利轉讓予一名以上之人士,則須不遲於二零一二年十月二十二日(星期一)下午四時三十分將原有暫定配額通知書交回及呈交股份登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖,以便股份登記處註銷原有暫定配額通知書,並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在香港中央證券登記有限公司領取。

惡劣天氣對接納供股股份及繳付股款之最後時限之影響

於以下情況下,接納供股股份及繳付股款之最後時限將不會作實:倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告:

- 於二零一二年十月三十一日本地時間中午十二時正前在香港生效,並於當日中午十二時正後解除,則接納供股股份及繳付股款之最後時限將順延至同一個營業日下午五時正;或
- 於二零一二年十月三十一日本地時間中午十二時正至下午四時正期間在香港生效,則接納供股股份及繳付股款之最後時限將更改為於上午九時正至下午四時正期間任何時間並無發出上述警告之下一個營業日下午四時正。

倘接納供股股份及繳付股款之最後時限並無於二零一二年十月三十一日作實,則供股章程內「預期時間表」一節所述日期或會受到影響。倘預期時間表出現任何變動,本公司將於實際可行情況下盡快作出公告知會股東。

終止包銷協議

有關供股之包銷協議載有條文,授予包銷商於發生若干事件(包括不可抗力事件)時終止其於包銷協議項下責任之權利,有關事件載於供股章程第7頁「終止包銷協議」一節。倘於最後終止時限前,包銷商終止包銷協議或供股章程「董事會函件」內「供股條件」一段所載供股之其他條件未獲達成,供股將不會進行。倘包銷商終止或撤銷包銷協議,供股將不會進行。

買賣股份及未繳股款之供股股份之風險警告

供股須待(其中包括)供股章程「董事會函件」內「供股條件」一段所載之條件達成或獲豁免後,方可進行。尤其是,供股須在包銷商並無根據包銷協議之條款終止包銷協議之條件下,方可進行。故此,供股可能會亦可能不會進行,股東及公眾於買賣股份時務請審慎行事。

任何於供股章程日期起至供股條件全面達成當日止期間買賣股份之人士,以及任何買賣未繳股款之供股股份之人士,均須承擔供股或未能成為無條件或不一定進行之風險。建議任何有意買賣股份或未繳股款之供股股份之股東或其他人士務請諮詢彼等專業顧問之意見。

支票及銀行本票

所有支票或銀行本票將會於收訖後即時過戶,而該等款項所賺取之利息(如有)將全數撥歸本公司所有。倘支票或銀行本票於首次過戶時不獲兌現,本公司保留拒絕處理任何有關之暫定配額通知書之權利,在此情況下,該暫定配額及其項下所有權利將被視作已被放棄而予以撤銷。

供股股份之股票

預期繳足股款之供股股份之股票將於二零一二年十一月八日(星期四)或前後以普通郵遞方式寄予申請人之登記地址,郵誤風險概由彼等自行承擔。

一般事項

交回已由應發本暫定配額通知書之人士簽署之暫定配額通知書,即為交回上述文件之人士有權處理暫定配額通知書,並有權收取暫定配額分拆函件及/或供股股份之股票之最終憑證。

所有文件(包括應付款項之支票)將以普通郵遞方式寄予申請人之登記地址,郵誤風險概由彼等自行承擔。

供股章程所載有關申請供股股份之條款及條件將適用。暫定配額通知書及任何據此作出之供股股份申請均受香港法例管轄,並按其詮釋。

載有供股詳情之供股章程可於二零一二年十月三十一日(星期三)或之前一般辦公時間內於股份登記處香港中央證券登記有限公司索取,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。

此致

列位合資格股東 台照

承董事會命
寶勝國際(控股)有限公司
主席
蔡乃峰