



PNG Resources

PNG Resources Holdings Limited

PNG 資源控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 221)

28 August 2015

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus dated 28 August 2015 (the "**Prospectus**") despatched to the shareholders of PNG Resources Holdings Limited (the "**Company**") in relation to the Rights Issue. Capitalised terms defined in the Prospectus have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of five (5) Rights Shares for every two (2) Shares held and registered in your name(s) as at Thursday, 27 August 2015. Your holding of Shares as at Thursday, 27 August 2015 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

No action has been taken to register or permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person receiving a copy of the Prospectus or a PAL or an EAF in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares 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. It is the responsibility of any person outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents which may be required or observing any other formalities needed to be observed in such jurisdictions, and to pay taxes and duties required to be paid in any such jurisdiction in connection therewith. The Company reserves the right to refuse to accept or treat as invalid any application for 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 Rights Shares has been made to the Excluded Shareholders and no PAL nor EAF is being sent to them. The Company will send copies of the Prospectus to the Excluded Shareholders for their information purposes only and the Prospectus should not be copied or redistributed. Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence and before dealings in the nil-paid Rights Shares end, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, will be retained for the benefit of the Company. Any unsold entitlements of the Excluded Shareholders, and any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by transferees of the nil-paid Rights Shares, will be made available for excess application on EAFs by the Qualifying Shareholders.

When issued, allotted and fully paid, the Rights Shares will rank *pari passu* in all respects among themselves and with the Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment of the fully-paid Rights Shares.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL intact in accordance with the instructions printed herein 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 set out in Box C, so as to be received by no later than 4:00 p.m. on Monday, 14 September 2015. All remittances must be made by cheque(s) or cashier's order(s) 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 "PNG Resources Holdings Limited — Rights Issue Account" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of the Rights Shares on the terms of this PAL and the Prospectus Documents and subject to the memorandum of continuance of the Company and the Bye-Laws. 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 this PAL, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Monday, 14 September 2015 whether by the original allottee or any person in whose favour the Rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a PAL as valid and binding on the person(s) by whom and on whose behalf is lodged even if such PAL is 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.

APPLICATION FOR EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for excess Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Monday, 14 September 2015. All remittances must be made by cheque(s) or cashier's order(s) 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 "PNG Resources Holdings Limited — Excess Application Account" and crossed "ACCOUNT PAYEE ONLY".

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the transferee(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact in accordance with the instructions printed herein together with a remittance for the full amount payable on acceptance as set out 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 no later than 4:00 p.m. on Monday, 14 September 2015. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer all or part of your rights to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Friday, 4 September 2015 with the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PALs 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.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Rights Shares will be dealt in their nil-paid form from 9:00 a.m. on Tuesday, 1 September 2015 to 4:00 p.m. on Wednesday, 9 September 2015, both dates inclusive. Shareholders should note that dealings in such Rights Shares in their nil-paid form and the Shares will take place while the conditions to which the Rights Issue are subject remain unfulfilled. Any Shareholder or other person dealing in the Shares up to the date on which all conditions to which the Rights Issue are subject are fulfilled, and dealings in the Rights Shares in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares or 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.

In particular, the Directors would like to draw your attention to the fact that if, prior to the Latest Time For Termination:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of 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 other nature (whether or not of the same kind or nature with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not of the same kind or nature with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 10 consecutive Business Days, excluding any halt or suspension in connection with the clearance of the 4 June Joint Announcement, the circular, the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (viii) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time For Termination, to terminate the Underwriting Agreement.

The Underwriter shall also be entitled by notice in writing to rescind the Underwriting Agreement if, prior to the Latest Time For Termination:

- (i) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (ii) any Specified Event comes to the knowledge of the Underwriter.

If the Underwriter exercises the above termination rights, the Rights Issue will not proceed.

Full details of the termination rights of the Underwriter are set out in the Prospectus.

CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order lodged with this PAL is not honoured upon first presentation, the provisional allotment and all rights and entitlements given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this PAL together with a cheque or a cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Registrar by ordinary post at your own risk on Tuesday, 22 September 2015. You will receive one share certificate for all the fully-paid Rights Shares allotted and issued to you.

EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("**Bad Weather**") at any time before 12:00 noon and no longer in force after 12:00 noon on Monday, 14 September 2015, the latest time for acceptance of and the time for payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Monday, 14 September 2015, the latest time for acceptance of and the time for payment for the Rights Shares and for application and payment for excess Rights Shares 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.

GENERAL

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or certificates for the Rights Shares. This PAL and any acceptance of the offer contained herein shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, during normal business hours.

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 the Rights Shares. The Personal Data (Privacy) Ordinance 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 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 5/F, Wai Yuen Tong Medicine Building, 9 Wang Kwong Road, Kowloon Bay, Kowloon, 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.

Yours faithfully,
For and on behalf of the Board of
PNG RESOURCES HOLDINGS LIMITED
PNG 資源控股有限公司
Chan Chun Hong, Thomas
Chairman and Managing Director



PNG Resources

PNG Resources Holdings Limited

PNG 資源控股有限公司

(於開曼群島註冊成立並於百慕達存續之有限公司)
(股份代號：221)

敬啟者：

緒言

茲提述日期為二零一五年八月二十八日寄發予 PNG Resources Holdings Limited PNG 資源控股有限公司（「本公司」）股東有關供股之章程（「章程」）。除文義另有所指外，章程所界定之詞彙，在本通知書內具相同涵義。根據章程所載之條款及受其條件所限，董事已向閣下暫定配發若干供股股份，基準為在二零一五年八月二十七日（星期四）以閣下名義登記持有之每兩(2)股股份，可獲配發五(5)股供股股份。閣下於二零一五年八月二十七日（星期四）持有之股份載於甲欄，而閣下暫定配發之供股股份數目載於乙欄。

本公司並無採取任何行動，以尋求於香港境外之任何司法權區登記或獲准提呈發售供股股份或派發有關供股之文件。於香港境外之任何司法權區接獲章程或暫定配額通知書或額外供股股份申請表格之人士，概不應視之為申請供股股份之要約或邀請，除非有關要約或邀請可在有關司法權區母須進行任何登記或遵守其他法律或法規之情況下合法進行。有意以其名義申請供股股份之任何香港境外人士，均有責任確保其全面遵守所有相關司法權區之法例及法規，包括取得該司法權區可能需要之任何政府或其他同意或遵守需要遵守之任何其他手續，以及支付任何該等司法權區規定應付之相關稅項及徵費。本公司在相信接納任何供股股份申請將觸犯任何司法權區之適用證券法例或其他法例或法規之情況下，保留拒絕接納有關申請或視申請為無效之權利。

除外股東並無暫定配發供股股份，且不會獲暫定配額通知書或額外供股股份申請表格。本公司將向除外股東寄發章程，僅供彼等參考，且不得複印或重新派發章程。於未繳股款供股股份開始買賣後及未繳股款供股股份買賣結束前，如在扣除開支後可獲得溢價之情況下，本公司將於可行情況下盡快作出安排，將原應暫定配發予除外股東之供股股份，以未繳股款方式於市場出售。有關銷售之所得款項（扣除開支）將撥歸本公司所有。除外股東之任何未售配額，及暫定配發但未符合資格股東接納之任何供股股份或承讓人另行認購之未繳股款供股股份，將可供合資格股東以額外供股股份申請表格額外申請。

供股股份於已發行、配發及繳足時，將在各方面彼此且與已發行股份享有同等權益。繳足供股股份之持有人將有權收取於繳足供股股份配發日期或之後宣佈、作出或支付之一切未來股息及分派。

接納配額手續

閣下如全數接納暫定配額，須於二零一五年九月十四日（星期一）下午四時正前，將本暫定配額通知書按照其上列印之指示將其整份連同丙欄所載須於接納時繳付之全部股款送交過戶登記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。所有股款須以支票或銀行本票以港元支付。支票（必須由香港持牌銀行之賬戶開出）及銀行本票（必須由香港持牌銀行開出）須註明抬頭人為「PNG Resources Holdings Limited – Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。有關付款將表示根據本暫定配額通知書及章程文件之條款，並在符合本公司之存續大綱及公司細則之規定下接納供股股份暫定配額。概不會就股款發出收據。所有有關本暫定配額通知書之查詢應寄往過戶登記處（地址如上）。

敬請注意，除非如上文所述於二零一五年九月十四日（星期一）下午四時正前接獲原承人或或以本身名義已有效承讓有關權利之任何人士交回本暫定配額通知書連同丙欄所示之適當款項，否則本暫定配額及一切有關權利及權益將視為已遭拒絕而將予取消。本公司毋須但可絕對酌情視一份暫定配額通知書為有效，並對所呈呈或或以代為呈呈之人士具有約束力，儘管該暫定配額通知書並未根據有關指示填妥。本公司可要求有關申請人將未填妥之申請表格於稍後填妥。

申請額外供股股份

如閣下為合資格股東，並欲申請認購所暫定配發以外之額外供股股份，必須將隨附之額外供股股份申請表格填妥及簽署，連同所申請認購額外供股股份須另行支付之全部有關款項，於二零一五年九月十四日（星期一）下午四時正前送交過戶登記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。所有股款須以支票或銀行本票以港元支付。支票（必須由香港持牌銀行之賬戶開出）及銀行本票（必須由香港持牌銀行開出）須註明抬頭人為「PNG Resources Holdings Limited – Excess Application Account」，並以「只准入抬頭人賬戶」方式劃線開出。

轉讓配額

閣下如欲轉讓本暫定配額通知書所述閣下暫定配發可認購供股股份之全部權利，必須將轉讓及提名表格（表格乙）填妥及簽署，並將根據本暫定配額通知書所印指示將其送交承讓權利之承讓人或經手轉讓權利之人士，而承讓人須將登記申請表格（表格丙）填妥及簽署，於二零一五年九月十四日（星期一）下午四時正前將本暫定配額通知書連同丙欄所載須於接納時繳足之款項送交過戶登記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。敬請注意，轉讓閣下可認購有關供股股份之權利及承讓人接納該等權利須繳付香港印花稅。

分拆配額

閣下如僅欲接納部份暫定配額或轉讓本通知書所述暫定配發可認購供股股份之部份權利，或將所有或部份權利轉讓予一位以上之人士，須於二零一五年九月四日（星期五）下午四時三十分前將本暫定配額通知書交回及呈交過戶登記處卓佳登捷時有限公司以供註銷，地址為香港皇后大道東183號合和中心22樓，過戶登記處將取消本暫定配額通知書，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本暫定配額通知書後第二個營業日上午九時正後在過戶登記處領取。

終止包銷協議

務請注意，未繳股款供股股份將於二零一五年九月一日（星期二）上午九時正至二零一五年九月九日（星期三）下午四時正（包括首尾兩日）買賣。務請股東垂注，在買賣未繳股款供股股份及股份之同時，落實供股之條件可能尚未達成。因此，凡股東或其他人士買賣股份直至供股的全部條件達成當日為止及買賣未繳股款供股股份，須自行承擔供股可能不會成為無條件或未必履行之風險。有意買賣股份或未繳股款供股股份之股東或任何其他人士如對本身狀況有任何疑問，建議諮詢其本身之專業顧問。

尤其是，董事謹請閣下注意，倘若於最後終止時限前：

- 包銷商全權認為供股之成功將會因以下事件而受到重大及不利影響：
 - 頒佈任何新法例或規例或現行法例或規例（或其司法詮釋）出現任何變動或發生任何性質之其他事件，而包銷商全權認為會對本集團整體業務或財務或貿易狀況或前景構成重大及不利影響或對供股重大不利；或
 - 發生有關政治、軍事、金融、經濟或其他性質（無論是否與前述任何一項同類或性質相同）之任何本地、國家或國際事件或變動（無論是否構成於包銷協議日期之前及／或之後所發生或持續發生之一連串事件或變動之一部份），或本地、國家或國際爆發敵對行為或武裝衝突或該等行為或衝突升級，或可影響本地證券市場之事件，而包銷商全權認為會對本集團整體業務或財務或貿易狀況或前景構成重大及不利影響、對供股之順利進行構成重大及不利影響或導致進行供股屬不宜或不智；或
- 市場狀況出現任何不利變動（包括但不限於財政或金融政策或外匯或貨幣市場之任何變動、證券買賣暫停或受到嚴重限制），而包銷商全權認為有可能對供股之順利進行構成重大或不利影響，或導致進行供股屬不宜或不智；或
- 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為會對本公司之前景構成不利影響，包括但不限於在不損害前述條文之一般性原則下，提出清楚呈請或通過決議案清盤或結業，或本集團任何成員公司發生類似事件，或本集團任何重大資產遭破壞；或
- 任何不可抗力事件，包括但不限於在不損害其一般性原則下，任何天災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工；或
- 有關本集團整體業務或財務或貿易狀況或前景之任何其他重大不利變動（無論是否與前述任何一項同類或性質相同）；或
- 包銷商全權認為倘在緊接聯交日期前出現或發現而並無於章程內披露，並將對供股構成重大遺漏之任何事宜；或
- 整體證券或本公司證券於聯交前暫停買賣超過連續10個營業日，不包括就批准六月四日聯合公佈、通函、章程文件或有關供股之其他公佈或通函而引致之任何停止或暫停買賣；或
- 聯交前因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份買賣；

包銷商有權於最後終止時限前，向本公司發出書面通知終止包銷協議。

倘於最後終止時限前發生以下情況，包銷商亦有權藉發出書面通知取消包銷協議：

- 包銷商知悉包銷協議所載任何陳述、保證或承諾遭到任何重大違反；或
- 包銷商知悉發生任何特定事件。

倘包銷商行使上述終止權利，則供股將不會進行。

有關包銷商終止權利之詳盡資料收錄於章程內。

支票或銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而該等股款所賺取之利息（如有）將全部撥歸本公司所有。倘隨附暫定配額通知書而送交之支票或銀行本票於首次過戶時未能兌現，則暫定配額及據此而賦予之所有權利及權益將視作已遭放棄而將予取消。填妥及交回本暫定配額通知書，連同支付其項下暫定配發之供股股份之支票或銀行本票，即表示認購人保證該支票或銀行本票將於首次過戶時兌現。

股票

預期過戶登記處將於二零一五年九月二十二日（星期二）以郵遞方式將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下承擔。閣下將會就所有配發及發行予閣下之繳足股款供股股份獲發一張股票。

惡劣天氣之影響

倘於二零一五年九月十四日（星期一）中午十二時正前之任何時間在香港發出「黑色」暴雨警告訊號或八號或以上之熱帶氣旋警告訊號（「惡劣天氣」），並於當日中午十二時正後解除，接納供股股份及付款時間以及申請及支付額外供股股份之最後期限將延長至同一營業日之下午五時正。倘於二零一五年九月十四日（星期一）中午十二時正至下午四時正期間之任何時間在香港出現惡劣天氣，接納供股股份及付款時間以及申請及支付額外供股股份之最後期限將更改為下一個營業日（於上午九時正至下午四時正期間之任何時間並無發出上述警告之日）之下午四時正。

一般事項

遞交本暫定配額通知書及（在有關情況下）由獲發人士簽署之轉讓及提名表格（表格乙），將為最終擁有權證明，顯示遞交有關文件之人士有處理有關文件及接收分拆配額函件及／或供股股份之股票。本暫定配額通知書及任何對其所載提交之接納須受香港法例管轄按其詮釋。

載有供股詳情之章程可於一般辦公時間向過戶登記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）索取。

收集個人資料 – 暫定配額通知書

倘於二零一五年九月十四日（星期一）中午十二時正前之任何時間向本公司、過戶登記處及／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〉賦予證券持有人權利，可確定本公司或過戶登記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〉，本公司及過戶登記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（香港九龍九龍灣宏光道9號位元堂藥業大廈5樓）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）寄往過戶登記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

代表董事會
PNG RESOURCES HOLDINGS LIMITED
PNG 資源控股有限公司
主席兼董事總經理
陳振康
謹啟

二零一五年八月二十八日

IN THE EVENT OF A TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS PROVISIONAL ALLOTMENT LETTER. 在轉讓認購供股股份之權利時，每項買賣均須繳納香港從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納香港從價印花稅。在登記轉讓本暫定配額通知書所列任何供股股份之權利之前，須出示已繳納香港從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

Form B
表格乙

(To be completed and signed only by 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
PNG RESOURCES HOLDINGS LIMITED

致： PNG 資源控股有限公司
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 Provisional Allotment Letter 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 Shareholders (all joint Shareholders must sign) 股東簽署（所有聯名股東均須簽署）

Date 日期：二零一五年_____2015

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 閣下可認購有關供股股份之權利須繳納香港印花稅。

REGISTRATION APPLICATION FORM
登記申請表格

Form C
表格丙

(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
PNG RESOURCES HOLDINGS LIMITED

致： PNG 資源控股有限公司
列位董事 台照

Dear Sirs and Madams,
I/we request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus Documents and subject to the memorandum of association of the Company and the Bye-Laws.

敬啟者：
本人/吾等謹請 閣下將表格甲內乙欄所列之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章程文件所載之條款，並在 貴公司之組織章程大綱及公司細則限制下接納該等股份。

Existing Shareholder(s)
Please mark "X" in this 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 one address only.
請英文大楷填寫。聯名申請人只須填報一個地址。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名
Name continuation and/ or names of joint applicants (if required) 續姓名及/或聯名申請人 姓名(如有需要)			
Address in English (joint applicants should give one address only) 英文地址(聯名申請人 只須填報一個地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name & address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼
			Account type 賬戶類別

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：二零一五年_____2015

Note: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the rights to subscribe for the Rights Shares.
附註：接納轉讓 閣下可認購有關供股股份之權利須繳納香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters
華裔申請人須填寫中英文姓名