

IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, HONG KONG 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 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 RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購本文件所指供股股份之權利時，每宗買賣均須繳付香港從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指任何供股股份之權利前，須出示已繳付香港從價印花稅之證明。

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/their/its rights to subscribe for the Rights Share(s) comprised herein)
(僅供有意轉讓彼/彼等全部認購本表格所列供股股份之權利之合資格股東填寫及簽署)

To : The Directors
Ngai Shun Holdings Limited

致： 毅信控股有限公司
列位董事 台照

Dear Sirs,
I/We* hereby transfer all 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/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(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: _____ 2016

* Delete as appropriate
* 刪去不適用者

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

日期：二零一六年 _____ 月 _____ 日

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 Share(s) has/have been transferred)
(僅供已獲轉讓認購供股股份權利之人士填寫及簽署)

To : The Directors
Ngai Shun Holdings Limited

Dear Sirs,
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 set out in this PAL and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人/吾等*謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等*名下，本人/吾等*同意按照本暫定配發通知書及隨附之供股章程所載之條款，並在貴公司組織章程大綱及細則之規限下接納此等股份。

此致
毅信控股有限公司
列位董事 台照

Existing Shareholder(s)
please mark "X" in this box
現有股東請在本欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。
For Chinese applicant, please provide your name in both English and Chinese.
中國籍申請人請同時填寫中、英文姓名。

Name of applicant in English 申請人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name(s) of joint applicants in English (if applicable) 聯名申請人英文姓名(如適用)			
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. 銀行賬戶號碼

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: _____ 2016

日期：二零一六年 _____ 月 _____ 日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate
* 刪去不適用者



NGAI SHUN HOLDINGS LIMITED
毅信控股有限公司
(Incorporated in the Cayman Islands with limited liability)
(Stock Code : 1246)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") issued by Ngai Shun Holdings Limited (the "Company") dated 27 June 2016 in relation to the Rights Issue. Terms defined herein shall bear the same meanings as defined in the Prospectus unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of eleven Rights Shares for every two Consolidated Shares registered in your name on the register of members of the Company on the Record Date (i.e. Friday, 24 June 2016). Your holding of the Consolidated Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

Any Rights Shares provisionally allotted, but not accepted, will be available for excess applications by the Qualifying Shareholders using the accompanying EAF.

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the then existing Consolidated Shares in issue such that holders of such Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The Prospectus Documents have not been registered or filed under the applicable securities laws or equivalent legislation of any jurisdiction other than Hong Kong.

It is the responsibility of anyone outside Hong Kong receiving a copy of the Prospectus and wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of the relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such jurisdictions, in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. The Company reserves the right to refuse to accept any acceptances of or applications for the Rights Shares where it believes that doing so would violate applicable securities or other laws or regulations of any territory or jurisdiction.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Rights Issue is conditional upon the fulfillment of the conditions as set out in the section headed "Conditions of the Rights Issue" of the "Letter from the Board" in the Prospectus.

If, prior to the Latest Time for Termination,

(a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:

- (i) 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
 - (ii) 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 thereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis 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
- (b) 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
- (c) 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 member of the Group or the destruction of any material asset of the Group; or
- (d) 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 which would, 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
- (e) 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 ejusdem generis with any of the foregoing; or
- (f) 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
- (g) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (h) the Prospectus when published contains information (either as to the business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue.

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.

Shareholders and potential investors are advised to exercise caution when dealing in the Consolidated Shares.

The Consolidated Shares have been dealt in on an ex-rights basis from Thursday, 16 June 2016. Dealings in the Rights Shares in nil-paid form will take place from Wednesday, 29 June 2016 to Thursday, 7 July 2016 (both days inclusive). If the conditions of the Rights Issue are not fulfilled and/or waived (where applicable) on or before the Latest Time for Termination (or such later time and/or date as the Company and the Underwriter may determine), or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating dealing in the Consolidated Shares or nil-paid Rights Shares will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed, and are recommended to consult their own professional advisers.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original PAL intact with the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services 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 the Company's Hong Kong branch share registrar and transfer office by no later than 4:00 p.m. on Tuesday, 12 July 2016. This will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques and cashier's order must be made payable to "NGAI SHUN HOLDINGS LIMITED – PAL" and crossed "Account Payee Only". No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company's Hong Kong branch share registrar and transfer office at the above address.

It should be noted that unless this PAL, duly completed, together with the appropriate remittance as shown in Box C, has been received in the manner as described above by no later than 4:00 p.m. on Tuesday, 12 July 2016, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Shares(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder 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. Completion and return of this PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you under the PAL, you must complete and sign the form of transfer and nomination (Form B), and hand this original PAL to the person(s) to or through whom you are transferring your rights under the PAL. 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 set out in Box C with Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by Tricor Investor Services Limited by no later than 4:00 p.m. on Tuesday, 12 July 2016. All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "NGAI SHUN HOLDINGS LIMITED – PAL" and crossed "Account Payee Only". 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 or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, this original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Monday, 4 July 2016 to Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong which will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the same place on the second Business Day after your surrender of the original PAL.

FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated and sold in the market and, if a premium (net of expenses) can be achieved, the Company will keep the net proceeds for its own benefit. Any unsold fractions of Rights Shares will be available for excess application.

EXCESS RIGHTS SHARES

Qualifying Shareholders are entitled to apply, by way of excess application, for any unsold Rights Shares created by adding together fractions of nil-paid Rights Shares and any nil-paid Rights Shares provisionally allotted but not accepted. Applications for excess Rights Shares may be made by completing the EAFs and lodging the same with a separate remittance for the excess Rights Shares being applied for.

Shareholders with their Consolidated Shares held by a nominee company (or which are held with CCASS) should note that the Board will regard the nominee company (including HKSCC Nominees Limited) as a single Shareholder according to the register of members of the Company. Accordingly, Shareholders should note that the above arrangement in relation to the allocation of the excess Rights Shares will not be extended to beneficial owners individually.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her provisional allotment, he/she must complete and sign the enclosed EAF in accordance with the instructions printed on the EAF and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, by no later than 4:00 p.m. on Tuesday, 12 July 2016 or such later time and/or dates as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier's orders issued by, a licensed bank in Hong Kong and made payable to "NGAI SHUN HOLDINGS LIMITED – EAF" crossed "Account Payee Only". Tricor Investor Services Limited will notify the relevant Qualifying Shareholders of any allotment of excess Rights Shares made to them. An announcement of results of acceptance of and excess applications for the Rights Issue will be published on Tuesday, 19 July 2016.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest 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 being rejected. Completion and return of a PAL with a cheque and/or cashier's order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to other rights of the Company 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 such event, the relevant provisional allotment and all rights under the provisional allotment will be deemed to have been declined and will be cancelled. Subject to the fulfillment of the conditions of the Rights Issue, refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Wednesday, 20 July 2016.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by ordinary mail by Tricor Investor Services Limited to those Qualifying Shareholders who have paid for and accepted the Rights Shares at their risk to their registered addresses on or before Wednesday, 20 July 2016.

You will receive one certificate for all the Rights Shares issued to you.

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 it 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 PALs and/or the certificates for Rights Shares.

This PAL and any acceptance of the offer contained therein 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 Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, Tricor Investor Services Limited 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 provides the holders of securities with rights to ascertain whether the Company or Tricor Investor Services Limited 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 Tricor Investor Services Limited 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 in Hong Kong at Unit 2102, 21/F, West Tower Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) Tricor Investor Services Limited at its address set out above.

Yours faithfully,
for and on behalf of
Ngai Shun Holdings Limited
Mock Wai Yin
Executive Director and Chairman



NGAI SHUN HOLDINGS LIMITED

毅信控股有限公司

(於開曼群島註冊成立之有限公司)

(股份代號: 1246)

敬啟者:

茲提述毅信控股有限公司(「本公司」)就供股所刊發日期為二零一六年六月二十七日之供股章程(「供股章程」)。除文義另有所指外,於供股章程所界定之詞彙於本暫定配額通知書中具相同涵義。根據隨本文件寄發予合資格股東之供股章程內所載之條款及在該供股章程所載條件之規限下,董事已按記錄日期(即二零一六年六月二十四日(星期五))在本公司股東名冊登記於閣下名下每兩股合供股份供十一股供股份之基準,向閣下暫定配發供股股份。閣下於記錄日期所持有之合供股份數目列於甲欄,而暫定配發予閣下之供股股份數目列於乙欄。

已暫定配發但不獲接納之供股股份,可供合資格股東以隨附之額外申請表格額外申請認購。

供股股份一經配發、發行及繳足股款,將於各方面與當時已發行之合供股份享有同等權利,即該等供股股份之持有人將有權收取於供股股份配發及發行日期或之後宣派、作出或派付之一切未來股息及分派。

章程文件並未根據香港境外任何司法權區之適用證券法例或等同法例登記或存檔。

於香港境外接獲供股章程副本及有意申請認購供股股份之任何人士,有責任自行遵守有關司法權區之法律及法規,包括就此取得任何政府批准或其他同意,以及就此繳納該司法權區規定須支付之任何稅項及課稅。任何人士一經接納供股股份之要約,將被視為向本公司聲明及保證已全面遵守該等當地法律及規定。倘本公司相信接納或申請供股股份可能違反任何地區或司法權區之適用證券或其他法律或法規,則本公司保留權利拒絕受理接納或申請供股股份。

終止包銷協議

供股須待供股章程「董事會函件」中「供股之條件」一節所述之條件達成後方可作實。

倘於最後終止時間之前發生下列情況:

(a) 包銷商絕對認為供股成功進行將因以下各項而受到重大不利影響:

- (i) 推行任何新法例或法規或現行法例或法規(或其司法詮釋)有任何變動或發生任何其他性質之情況,而包銷商絕對認為可能對本集團整體業務或財務或營運狀況或前景構成重大不利影響,或對供股構成重大不利影響;或
- (ii) 發生任何本地、國家或國際層面之政治、軍事、金融、經濟或其他性質(不論是否與前述任何一項同類),或屬於任何本地、國家或國際層面之敵對行為或武裝衝突爆發或升級性質,或影響本地證券市場之事件或變動(不論是否屬於在包銷協議日期之前及/或之後發生或持續出現之一連串事件或變動之一部分),而包銷商絕對認為可能對本集團整體業務或財務或營運狀況或前景構成重大不利影響,或對供股成功進行構成重大不利影響,或於其他方面導致發行供股屬不宜或不智;或

(b) 市況出現任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場出現任何變動,暫停或嚴重限制證券買賣),而包銷商絕對認為很可能對供股成功進行構成重大或不利影響,或於其他方面導致發行供股屬不宜或不智;或

(c) 本公司或本集團任何成員公司之情況出現任何變動,而包銷商絕對認為將對本公司前景構成不利影響,包括(在不限制前述情況之一般性原則下)就本集團任何成員公司提出清算或清盤呈請或通過決議案清算或清盤,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被毀;或

(d) 發生任何不可抗力事件,包括(在不限制其一般性原則下)任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停市,而包銷商絕對認為會對本集團整體業務或財務或營運狀況或前景構成重大不利影響;或

(e) 本集團整體業務或財務或營運狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項同類);或

(f) 任何事宜倘於緊接供股章程日期前發生或被披露,而並無於供股章程中披露,將會令包銷商絕對認為就供股而言屬重大遺漏;或

(g) 證券全面或本公司證券在聯交所暫停買賣超過連續十個營業日,惟因等待審批該公告或章程文件或其他有關供股之公告或通函而暫停買賣除外;或

(h) 供股章程於刊登時載有本公司於包銷協議日期前並未公開宣佈或發表之資料(不論有關本集團之業務前景或狀況或有關本集團遵守任何法律或上市規則或任何適用規例之情況),而包銷商絕對認為該等資料可能對本集團於供股完成後之整體狀況而言關係重大,且很可能對供股成功進行構成重大不利影響,

則包銷商有權透過於最後終止時間前送達向本公司發出書面通知終止包銷協議。

股東及潛在投資者於買賣合供股份時務須審慎行事。

合供股份已由二零一六年六月十六日(星期四)起按除權基準買賣,未繳股款供股股份則於二零一六年六月二十九日(星期三)至二零一六年七月七日(星期四)(包括首尾兩日)止期間買賣。倘於最後終止時間(或本公司與包銷商可能釐定之較後日期及/或時間)之前,供股之條件未能達成及/或獲豁免(如適用),或包銷商終止包銷協議,則供股將不會進行。

有意買賣合供股份或未繳股款供股股份之股東或其他人士將因而承擔供股未必成為無條件或未必進行之風險,故建議彼等自行諮詢專業顧問。

接納及付款手續

閣下如欲接納全部暫定配額及享有權,須將本暫定配額通知書正本整份連同丙欄所示接納時應繳之全部股款,於二零一六年七月十二日(星期二)下午四時正前送交本公司之香港股份過戶登記分處卓佳證券登記有限公司,地址為香港皇后大道東183號合和中心22樓。辦妥上述手續即表示已按本暫定配額通知書與供股章程之條款,並在本公司組織章程大綱及細則之規限下接納暫定配額及享有權。所有股款須以港元支付,並須以香港持牌銀行之銀行戶口開出之支票或由香港持牌銀行發出之銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「NGAI SHUN HOLDINGS LIMITED - PAL」,及以「只准入抬頭人賬戶」劃線方式開出。概不繳款發出收據。所有關於本暫定配額通知書之查詢應寄予本公司之香港股份過戶登記分處(地址見上文)。

敬請注意,除非本正式填妥之暫定配額通知書連同丙欄所示之適當股款已如上文所述方式於二零一六年七月十二日(星期二)下午四時正前由原獲配發人或任何獲有效轉讓供股股份認購權之人士送達,否則閣下之暫定配額以及一切有關權利及享有權將視作已被放棄並予以取消。即使暫定配額通知書未有按照相關指示填妥,本公司可全權酌情以有效及對自行或由代表交回通知書之人士具約束力之方式處理暫定配額通知書。填妥及交回本暫定配額通知書,即表示向本公司保證及聲明已經或將會妥為遵守香港境外所有相關司法權區內與暫定配額通知書及其任何接納有關之一切登記、法律及監管規定。倘本公司相信接納供股股份之申請可能違反任何司法權區之適用證券法例或其他法律或法規,則本公司保留權利拒絕接納供股股份之申請。為免生疑問,香港結算及香港中央結算(代理人)有限公司概不會作出上述任何聲明及保證,亦不受其規限。

轉讓

閣下如欲將認購根據暫定配額通知書暫定配發予閣下之供股股份之權利全部轉讓他人,則必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正本交予閣下於暫定配額通知書下之權利承讓人或轉讓經手人。承讓人須填妥及簽署登記申請表格(表格丙),並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之股款於二零一六年七月十二日(星期二)下午四時正前送達卓佳證券登記有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支付,並須以香港持牌銀行之銀行戶口開出之支票或由香港持牌銀行發出之銀行本票支付,註明抬頭人為「NGAI SHUN HOLDINGS LIMITED - PAL」,及以「只准入抬頭人賬戶」劃線方式開出。敬請留意,將閣下有關供股股份之認購權轉讓予承讓人及承讓人接納有關權利時須支付印花稅。

分析

閣下如欲僅接納或轉讓部分獲暫定配發可認購供股股份之權利,或轉讓閣下之權利予一名以上人士,則本暫定配額通知書正本必須於二零一六年七月四日(星期一)下午四時三十分前,交回卓佳證券登記有限公司以供註銷,地址為香港皇后大道東183號合和中心22樓。卓佳證券登記有限公司將會註銷本暫定配額通知書正本,並按所要求之面額發出新暫定配額通知書。新暫定配額通知書將於交回原暫定配額通知書後第二個營業日於同一地點可供領取。

零碎供股股份

本公司不會暫定配發任何零碎供股股份。供股股份之所有碎股將會彙集及於市場出售,倘扣除開支後能取得溢價,所得款項淨額將撥歸本公司所有。任何未出售之供股股份碎股將可供額外申請認購。

額外供股股份

合資格股東有權透過額外申請,申請由零碎未繳股款供股股份湊合產生之任何未售出供股股份,以及暫定配發但不獲接納之任何未繳股款供股股份。申請人可填妥額外申請表格及就其申請認購之額外供股股份另付股款,申請額外供股股份。

合供股份交由代名人公司持有(或由中央結算系統持有)之股東應請注意,董事會將根據本公司股東名冊視代名人公司(包括香港中央結算(代理人)有限公司)為單一股東。因此,股東應注意,上述有關配發額外供股股份之安排將不會延伸至個別實益擁有人。

合資格股東如欲申請認購其暫定配額以外之任何供股股份,則必須按照隨附額外申請表格上印列之指示填妥及簽署該表格,並最遲於二零一六年七月十二日(星期二)下午四時正或本公司與包銷商可能協定之較後日期及/或時間,連同就所申請認購額外供股股份須於申請時另行支付之股款一併交回卓佳證券登記有限公司,地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支付,並以香港持牌銀行之銀行戶口開出之支票或由香港持牌銀行發出之銀行本票支付,註明抬頭人為「NGAI SHUN HOLDINGS LIMITED - EAP」,及以「只准入抬頭人賬戶」劃線方式開出。卓佳證券登記有限公司將通知相關合資格股東彼等獲配發之任何額外供股股份。本公司將於二零一六年七月十九日(星期二)登載有關供股接納及額外申請結果之公告。

支票及銀行本票

全部支票及銀行本票於接獲後將立即過戶,而有關款項所產生之所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現,則任何有關之暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論由閣下或任何獲提名受讓人交回),即表示申請人保證該支票或銀行本票將可於首次過戶時兌現。在不損害本公司其他有關權利之情況下,倘支票或銀行本票於首次過戶時未能兌現,則本公司保留權利拒絕受理任何該等額外申請表格。在此情況下,暫定配額所涉及之有關暫定配額及一切權利將視作已被放棄及予以取消。待供股之條件達成後,全部或部份不成功額外供股股份之申請(如有)之退款支票預期於二零一六年七月二十日(星期三)或之前以普通郵遞方式按閣下登記地址寄發予閣下或其他有權收取款項之人士,郵誤風險概由閣下或上述人士承擔。

股票

預期所有繳足股款供股股份之股票將於二零一六年七月二十日(星期三)或之前由卓佳證券登記有限公司以普通郵遞方式寄予已繳付供股股份股款並接納供股股份之合資格股東之登記地址,郵誤風險概由彼等承擔。

閣下將就所獲發行之全部供股股份獲發一張股票。

一般事項

將本暫定配額通知書連同(如有關)受讓人簽署之「轉讓及提名表格」(表格乙)一併交回,即已最終證明交回上述文件之人士有權處理本暫定配額通知書及轉讓及提名表格,並有權收取分拆認購權後之暫定配額通知書及/或供股股份股票。

本暫定配額通知書及任何接納本通知書所載之要約均受香港法例規管,並按其詮釋。

載有供股詳情之供股章程可於正常辦公時間向卓佳證券登記有限公司索取,地址為香港皇后大道東183號合和中心22樓。

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、卓佳證券登記有限公司及/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額通知書連同支票及/或銀行本票(不論由閣下或任何獲提名受讓人交回),可確定本公司或卓佳證券登記有限公司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之資料。根據《個人資料(私隱)條例》,本公司及卓佳證券登記有限公司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索取有關政策及慣例以及持有資料種類之資料的所有要求,應寄往本公司之香港主要營業地點(香港上環干諾道中168-200號信德中心西翼21樓2102室)或根據適用法律不時通知之地點,並以本公司之公司秘書或(視情況而定)卓佳證券登記有限公司(地址見上文)為收件人。

此致
列位合資格股東 台照

代表
毅信控股有限公司
執行董事兼主席
吳偉賢
謹啟