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PACIFIC PLYWOOD HOLDINGS LIMITED

太平洋實業控股有限公司 \*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 767)

(股份代號: 767)

RIGHTS ISSUE ON THE BASIS OF  
TWO RIGHTS SHARES FOR EVERY ONE CONSOLIDATED SHARE  
HELD ON THE RECORD DATE AT HK\$0.56 PER RIGHTS  
SHARE WITH THE BONUS ISSUE ON THE BASIS OF FIVE BONUS  
SHARES FOR EVERY ONE RIGHTS SHARE TAKEN UP

按每股供股股份0.56港元進行供股  
(基準為於記錄日期每持有一股合併股份獲發兩股供股股份)  
連紅利發行  
(基準為根據供股每承購一股供股股份獲發五股紅股)

EXCESS APPLICATION FORM

額外供股股份申請表格

Registered Office of the Company:  
本公司註冊辦事處:  
Canon's Court  
22 Victoria Street  
Hamilton HM 12  
Bermuda

Head Office and Principal Place of  
Business in Hong Kong:  
Units 3301-3303, 33/F,  
West Tower Shun Tak Centre  
168-200 Connaught Road Central  
Sheung Wan,  
Hong Kong  
香港  
上環  
干諾道中168-200號  
信德中心西座  
33樓3301-3303室

20 September 2012  
二零一二年九月二十日

To: The Directors,  
Pacific Plywood Holdings Limited (the "Company")

Dear Sirs,  
I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for the below mentioned number of excess Rights Shares at the subscription price of HK\$0.56 per Rights Share under the Rights Issue. I/We enclose a separate remittance in favour of "Pacific Plywood Holdings Limited - Excess Application Account" and crossed, being payment in full on application, and I/We hereby request you to allot such excess Rights Shares applied for, or any smaller number to me/us, and to send by ordinary post at my/our risk to my/our address shown above my/our share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application monies refundable to me/us. I/We understand that any excess Rights Shares will, at the sole discretion of the Directors, be allocated and allotted on a fair basis in accordance with the Listing Rules on the following principles:

(a) preference will be given to applications for less than a board lot of Rights Shares where they appear to the Directors that such applications are made to round up odd-lot holdings to whole-lot holdings and that such applications are not made with the intention to abuse this mechanism; and  
(b) subject to the availability of any excess Rights Shares after allocation under sub-paragraph (a) above, any excess Rights Shares will be allocated based on a sliding scale with reference to the number of excess Rights Shares applied by them (i.e. applications for a smaller number of Rights Shares are allocated with a higher percentage of successful application but will receive a lesser number of Rights Shares; whereas applications for a larger number of Rights Shares are allocated with a smaller percentage of successful application but will receive a greater number of Rights Shares).

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the Provisional Allotment Letter and subject to the Bye-Laws. In respect of any excess Rights Shares allotted to me/us, I/We authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

致: 太平洋實業控股有限公司(貴公司)  
列位董事 台鑒

敬啟者:  
吾等為上文列名之合資格股東, 現不可撤回地根據供股以每股供股股份0.56港元之認購價申請認購下文所示數目之額外供股股份, 並附上註明抬頭人為「Pacific Plywood Holdings Limited - Excess Application Account」及以劃線方式獨立開出之股款, 作為申請認購時須交之股款。本人/吾等現承諾認購或任由對申請認購數目之額外供股股份(本人/吾等, 並將於二零一二年十月十五日(星期一)下午四時正交回該認購申請)之股票, 或應送還予本人/吾等之任何申請款項之支票, 按上列地址以普通遞送方式寄交本人/吾等, 郵遞風險概由本人/吾等承擔。本人/吾等明白董事將全權酌情按照上市規則以下列原則公平地分配額外供股股份:

(a) 認購少於一手供股股份之申請, 而董事認為有關申請乃用以將碎股補足為完整買賣單位且並非有意濫用此項機制, 將獲優先處理; 及  
(b) 於根據以上(a)段作出分配後, 若仍有額外供股股份予分配, 則按淨額比率參考申請認購之額外供股股份數目作出分配(即申請較小數目供股股份之申請將獲分配較高之成功申請比率但收取較小數目之供股股份; 相反, 認購較大數目供股股份之申請將獲分配較低之成功申請比率但收取較大數目之供股股份)。  
本人/吾等現承諾按照供股章程及暫定配額通知書所載之條款, 並在公司細則之規限下接納上述可能配發予本人/吾等之額外供股股份數目。本人/吾等就任何獲配發之額外供股股份授權董事將本人/吾等之姓名列入 貴公司之股東名冊, 作為該等供股股份之持有人。

Write down the number of excess Rights Shares you want to apply for and the total amount payable in the following appropriate boxes in ink (preferably in black) and mark "X" in the corresponding boxes underneath. 請在下述當空格內用墨水筆(以黑色為佳)填寫 閣下擬申請認購之額外供股股份數目及應繳股款總額, 並在其下相應空格內加上「X」。

Number of excess Rights Shares applied for  
所申請認購之額外供股股份數目

Total Amount Payable (HK\$)  
應繳股款總額(港元)

Grid for entering the number of excess Rights Shares and the total amount payable in HK\$. The grid consists of 10 rows (0-9) and 10 columns. Each cell contains a digit from 0 to 9. The total amount payable is entered in the last two columns, separated by a decimal point.

This form should be completed and lodged together with payment of HK\$0.56 per Rights Share for the number of excess Rights Shares applied for (in cheque(s) or cashier's order(s)), at the Branch Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Monday, 8 October 2012. Unless otherwise agreed by the Company, all remittances must be made in Hong Kong dollars and by cheque or cashier's order. 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 "Pacific Plywood Holdings Limited - Excess Application Account" and crossed. No receipt will be issued for such remittance.

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of this form together with a cheque or cashier's order in connection with the Rights Shares, this form is liable to be rejected. You must pay the exact amount payable upon application for the Rights Shares, undeposited application will be rejected. In the event of overpaid application, a refund cheque will be made out to you only if the overpaid amount is HK\$100 or above.

The Prospectus and the related application forms have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong and Bermuda.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus or any of the related application forms, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus or any of the related application forms in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for excess Rights Shares, unless in a jurisdiction such offer or invitation could lawfully be made with compliance with any registration or other legal or regulatory requirements.

It is the responsibility of any person (including but not limited to nominees, custodians, agents and trustees) receiving a copy of the Prospectus or any of the related application forms outside Hong Kong and wishing to take up the Rights Shares under the Prospectus to satisfy himself/herself as to the full observance of the applicable laws and regulations of the relevant territory or jurisdiction including obtaining of any governmental or other consents, observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. By completing, signing and submitting this Excess Application Form, each subscriber of the Rights Shares will be deemed to have given each of the representations and warranties to the Company and the Underwriters that these local laws and requirements have been fully complied with and the representations and warranties as set out overhead has been made. If you are in any doubt as to your position, you should consult your professional advisers.

You will be notified by the Branch Share Registrar of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that cheque(s) for the surplus application monies will be posted to you without interest at your own risk on or before Monday, 15 October 2012. Any such cheque(s) will be drawn in favour of the person(s) named on this form. It is expected that certificates in respect of the excess Rights Shares, will be posted on or before Monday, 15 October 2012. You will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the persons entitled thereto to their respective addresses shown on the register of members of the Company.

I/We, hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the Bye-Laws. In respect of any excess Rights Shares allotted to me/us, I/We authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE ISSUED.  
每份申請必須隨附一張獨立開出之支票或銀行本票。所有繳款不獲發收據。

1. Name of bank on which cheque/banker's cashier order is drawn 支票/銀行本票之付款銀行名稱: \_\_\_\_\_

Cheque/banker's cashier order number 支票/銀行本票號碼: \_\_\_\_\_

Date of identification purposes only 僅供識別日期: \_\_\_\_\_

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) \_\_\_\_\_

Contact telephone no. 聯絡電話號碼: \_\_\_\_\_

IMPORTANT  
重要提示

**THIS EXCESS APPLICATION FORM ("EAF") IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED THEREIN WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE ENTITLED BY HER/HIM/HEM/IT UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY THE BRANCH SHARE REGISTRAR OF THE COMPANY IN HONG KONG BY NO LATER THAN 4:00 P.M. ON MONDAY, 8 OCTOBER 2012.**

IF YOU ARE IN ANY DOUBT AS TO ANY OF THE CONTENTS OF THIS EAF OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER INDEPENDENT PROFESSIONAL ADVISER.

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 THE 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 THE CENTRAL CLEARING AND SETTLEMENT SYSTEM (THE "CCASS") WITH EFFECT FROM THE RESPECTIVE COMMENCEMENT DATES OF DEALINGS IN THE RIGHTS SHARES IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS 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 DATE THEREAFTER. ALL ACTIVITIES UNDER CCASS ARE SUBJECT TO THE GENERAL RULES OF CCASS AND CCASS OPERATIONAL PROCEDURES IN EFFECT FROM TIME TO TIME.

Reference is made to the prospectus (the "Prospectus") issued by Pacific Plywood Holdings Limited (the "Company") dated 20 September 2012 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings herein unless the context otherwise requires.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this EAF, 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 EAF.

A copy of each of the Prospectus Documents, and having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix [III] to the Prospectus, has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance and a copy of the Prospectus has been, or will be filed with the Registrar of Companies in Bermuda prior to or as soon as reasonably practicable after publication of the Prospectus Documents as required under the Companies Act. The Securities and Futures Commission of Hong Kong, the Registrar of Companies in Hong Kong and the Registrar of Companies in Bermuda take no responsibility as to the contents of any of the Prospectus Documents.

Dealings in the Shares may be settled through the CCASS operated by HKSCC and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

**本額外供股份申請表格(額外供股份申請表格)具有價值,但不可轉讓,並僅供名列本表格並擬根據供股申請認購其有權認購之配額以外之額外供股份之合資格股東使用。申請最遲須於二零一二年十月八日(星期一)下午四時正前遞交予本公司之香港股份過戶登記分處。**

閣下如對本額外供股份申請表格之任何內容或應採取之行動有任何疑問,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、專業會計師或其他獨立專業顧問。待未繳股款及繳足股款供股份獲准於聯交所上市買賣後並在符合香港結算之股份收訖規定之情況下,未繳股款及繳足股款供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供股份各自開始於聯交所買賣之日期或由香港結算釐定之其他日期起,於中央結算及交收系統(「中央結算系統」)寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易,須於其後第二個交易日在中央結算系統交收。所有中央結算系統活動均須遵守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。

謹此提述太平洋實業控股有限公司(「本公司」)日期為二零一二年九月二十日之供股章程(「供股章程」),其內容有關供股。除文義另有所指外,供股章程所界定之詞彙在本額外供股份申請表格內具相同涵義。香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司(「香港結算」)對本額外供股份申請表格之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概不會就因本額外供股份申請表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

各份章程文件連同供股章程附錄(三)送呈公司註冊處之文件一段訂明之文件已根據公司條例第342C條向香港公司註冊處登記,各份章程文件副本亦已經或將於章程文件註冊處或其後在合理實際可行情況下盡快根據公司法之規定送呈自慕達公司註冊處存檔。香港證券及期貨事務監察委員會、香港公司註冊處及自慕達公司註冊處對任何章程文件之內容概不負責。

股份之買賣可透過由香港結算管理之中央結算系統進行交收,閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情,以及該等安排對閣下享有之權利與權益可能構成之影響。

**QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS**

To qualify for the subscription of the Rights Shares, a Shareholder must:

- (a) be registered as a member of the Company at the close of business on the Record Date; and
- (b) be a Qualifying Shareholder.

Notwithstanding any other provision in Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its/their rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

Receipt of the Prospectus Documents or the crediting of nil-paid Rights to a stock account in CCASS does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the Prospectus Documents or whose stock account in CCASS is credited with nil-paid Rights should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights to any person in, into or from, any territories. If a Provisional Allotment Letter or an Excess Application Form or a Prospectus or a credit of nil-paid Rights Shares in CCASS is received by any person in any such territory, or by his/her/its agent or nominee, he/she/it should not seek to take up the rights referred to in the Provisional Allotment Letter or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) or transfer the nil-paid Rights in CCASS unless the Company determines that such actions would not violate applicable legal or regulatory requirements.

**合資格股東及不合資格股東**

為符合資格認購供股份,股東必須:

- (a) 於記錄日期營業時間結束時登記為本公司股東;及
- (b) 為合資格股東。

不論章程文件有任何其他規定,倘本公司按其絕對酌情權信納股東接納其權利獲豁免或無須遵守引致有關限制之法律或規例,則本公司保留容許進行有關交易之權利。

收到章程文件或於中央結算系統證券戶口存入未繳股款供股份並不亦將不會構成在提要要約屬違法之司法權區提要要約,而在該等情況下,章程文件須視為僅供參考而寄發處理,亦不應複製或轉發。任何人(包括但不限於代理人、託管人、代名人及受託人)如接獲章程文件,或如其中中央結算系統證券戶口存入未繳股款供股份,就供股而言,不應在、向或由任何地區派發或寄發該等章程文件或在、進入或來自任何地區之任何人士轉讓未繳股款供股份。任何有關地區之任何人士或其代理人或代名人如若接獲暫定配額通知書或額外供股份申請表格或供股章程或其中央結算系統證券戶口被存入未繳股款供股份,不應尋求接納暫定配額通知書內所述之權利或轉讓暫定配額通知書(或申請認購額外供股份申請表格下任何額外供股份)或轉讓中央結算系統內之未繳股款供股份,除非本公司董事有關行爲不會導致違反適用法律或監管規定,則作別論。

**Termination of the Underwriting Agreement**

Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Thursday, 11 October 2012), or Rights Shares in their nil-paid form from Monday, 24 September 2012 to Wednesday, 3 October 2012 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/her/its/their position is recommended to consult his/her/their/its professional adviser. In particular, the Directors would like to draw your attention to the fact that 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 4:00 p.m. on Thursday, 11 October 2012 if one or more of the following events or matters (whether or not forming part of a series of events) shall occur, arise or exist:

- (i) in the absolute opinion of any of the Underwriters, the success of the Rights Issue and/or the Bonus 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 any of the Underwriters materially and adversely affect the business or the financial or trading position of the Group as a whole or is materially adverse in the context of the Rights Issue and/or the Bonus 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 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 any of the Underwriters 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 and/or the Bonus Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue and/or the Bonus 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 any of the Underwriters are likely to materially or adversely affect the success of the Rights Issue and/or the Bonus Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue and/or the Bonus 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 any of the Underwriters 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
- (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 lockout; 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 ejusdem generis 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 any of the Underwriters, a material omission in the context of the Rights Issue and/or the Bonus 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 ten consecutive business days, excluding any suspension in connection with the clearance of this announcement or the Circular or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue and/or the Bonus Issue; or
- (viii) any moratorium, suspension or material restriction on trading of the Shares/Consolidated Shares on the Stock Exchange due to exceptional financial circumstances or otherwise, any of the Underwriters shall be entitled by notice in writing to the Company and the other Underwriter, served prior to 4:00 p.m. Thursday, 11 October 2012, to terminate the Underwriting Agreement.

Any of the Underwriters shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to 4:00 p.m. Thursday, 11 October 2012:

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

Any such notice shall be served by any of the Underwriters prior to 4:00 p.m. Thursday, 11 October 2012.

If prior to 4:00 p.m. Thursday, 11 October 2012, any such notice as referred to above is given by any of the Underwriters, the obligations of all parties under the Underwriting Agreement shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

**終止包銷協議**

凡有意於即日起至供股之所有條件達成當日(預期為二零一二年十月十一日(星期四))前買賣股份,或於二零一二年九月二十四日(星期一)至二零一二年十月三日(星期三)期間(首尾兩天包括在內)買賣未繳股款供股份之任何股東或其他人士,須承擔供股可能無法成為無條件及可能不會進行之風險。任何有意買賣股份或供股份(以未繳股款形式)之股東或其他人士如對其狀況有任何疑問,應諮詢其專業顧問。董事謹請閣下尤其注意,包銷商可於二零一二年十月十一日(星期四)下午四時正之前任何時間向本公司發出書面通知,以於發生、出現或存在下列一項或多項事件或事情(不論是否屬一連串事件之一部分)之情況下終止包銷協議所載之安排:

- (i) 任何包銷商全權認為,供股及/或紅利發行之成功將受下列事項重大及不利影響:
  - (a) 頒佈任何新法例或法規或現行法規或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故(不論其性質為何),而包銷商全權認為會對本集團整體業務或財務或經營狀況構成重大不利影響,或就供股及/或紅利發行而言屬重大不利;或
  - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在本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其中一部分),或任何地方、國家或國際間爆發或逐步擴大成戰爭或武裝衝突,或發生可影響本地證券市場之事件,而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響,或令供股及/或紅利發行之成功進行受到重大不利影響,或基於其他理由導致不適宜或不應進行供股及/或紅利發行;或
- (ii) 市場狀況發生任何不利變動(包括但不限於金融或貨幣政策,或外匯或貨幣市場之任何變動,證券買賣被暫停或受到重大限制),而任何包銷商全權認為可能對供股及/或紅利發行之成功進行構成重大及不利影響,或基於其他理由導致不適宜或不應進行供股及/或紅利發行;或
- (iii) 本公司或本集團任何成員公司之情況出現任何變動,而任何包銷商全權認為會令本公司之前景受到不利影響,包括(在不限制上文所述各項一般性原則下)本集團任何成員公司被申請清盤或通過決議案清盤或結業或發生類似事件或本集團任何重大資產被擱置;或
- (iv) 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、動亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工;或
- (v) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別);或
- (vi) 任何事件倘於緊接供股章程日期前發生或發現,但並無於供股章程內披露,即構成任何包銷商全權認為對供股及/或紅利發行而言屬重大遺漏者;或
- (vii) 聯交所之證券買賣全面暫停或本公司證券買賣超過連續十個營業日,惟不包括有待批准刊登股份或通函或章程文件或有關供股及/或紅利發行之其他公告或通函而暫停買賣;或
- (viii) 聯交所因特殊金融情況或其他理由而全面禁止、暫停或嚴格限制股份/合併股份買賣,任何包銷商均有權於二零一二年十月十一日(星期四),下午四時前向本公司及其他包銷商發出書面通知終止包銷協議。

倘於二零一二年十月十一日(星期四),下午四時前發生以下情況,任何包銷商均有權藉發出書面通知取消包銷協議:

- (i) 任何包銷商得知包銷協議所載任何陳述、保證或承諾遭到任何重大違反;或
- (ii) 任何包銷商得知發生任何特別事件。

任何上述通知須由任何包銷商於二零一二年十月十一日(星期四),下午四時前送達。

倘任何包銷商於二零一二年十月十一日(星期四),下午四時前發出任何上述通知,則訂約各方於包銷協議項下之責任將即時終止,而除任何先前違反情況外,訂約各方概不得就成本、損失、補償或其他方面向任何其他方提出任何申索。