

IMPORTANT  
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY HERITAGE INTERNATIONAL HOLDINGS LIMITED DATED 10 MAY 2013 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述漢基控股有限公司於二零一三年五月十日就供股發行之章程(「章程」)。除非文義另有所指，否則本文件採用之詞彙與章程所界定者具備相同涵義。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:30 P.M. ON MONDAY, 27 MAY 2013.

本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附之額外供股股份申請表格所載之要約於二零一三年五月二十七日(星期一)下午四時半截止。

IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES, YOU SHOULD AT ONCE HAND THE RIGHTS ISSUE DOCUMENTS TO THE PURCHASER OR TRANSFEREE OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER OR TRANSFEREE.

閣下如已售出或轉讓全部名下之股份，應立即將供股文件交予買方或承讓人，或經買賣或轉讓之銀行、持牌證券交易商或其他代理人，以便轉交買方或承讓人。

THE STOCK EXCHANGE AND HKSCC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THE RIGHTS ISSUE DOCUMENTS, MAKE NO REPRESENTATION AS TO THEIR 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 THE RIGHTS ISSUE DOCUMENTS.

聯交所及香港結算對供股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，並明確表示概不會就供股文件之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。

A COPY OF EACH OF THE RIGHTS ISSUE DOCUMENTS, HAVING ATTACHED THERETO THE WRITTEN CONSENT REFERRED TO UNDER THE PARAGRAPH HEADED "EXPERT AND CONSENT" IN APPENDIX III TO THE PROSPECTUS, HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG AS REQUIRED BY SECTION 342C OF THE COMPANIES ORDINANCE. A COPY OF EACH OF THE RIGHTS ISSUE DOCUMENTS WILL AS SOON AS REASONABLY PRACTICABLE BE DELIVERED TO THE REGISTRAR OF COMPANIES IN BERMUDA FOR FILING IN ACCORDANCE WITH THE REQUIREMENTS OF 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 FOR THE CONTENTS OF ANY OF THESE DOCUMENTS.

各供股文件連同章程附錄三「專業人士」及同意書之同一份內閣下之印本各一份已遵照公司條例第342C條呈交香港公司註冊處處長登記。各份供股文件之印本亦將會遵照公司法之規定在合理可行情況下盡快送交百慕達公司註冊處處長。香港證券及期貨事務監察委員會、香港公司註冊處處長及百慕達公司註冊處處長對任何此等文件之內容概不負責。

DEALINGS IN THE SHARES AND THE NIL-PAID AND FULLY-PAID RIGHTS SHARES MAY BE SETTLED THROUGH CCASS. YOU SHOULD CONSULT YOUR 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.

閣下如欲對供股股份或繳足股款供股股份可透過中央結算系統進行交易。閣下應就有關安排之詳情及此等安排可能對閣下之權利及權益造成之影響，諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

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 THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE OR SUCH OTHER DATE 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供股股份獲批准於聯交所上市及買賣後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自未繳股款及繳足股款供股股份各自開始在聯交所買賣之日或香港結算決定之其他日期起在中央結算系統內寄存、結算及交收。聯交所參與者之間於交易日期之交易須於隨後第二個交易日起在中央結算系統內進行交收。所有中央結算系統內之活動均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。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT ABOUT THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT A LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. 閣下如對本文件之任何內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。



HERITAGE INTERNATIONAL HOLDINGS LIMITED

漢基控股有限公司\*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 412)

(Warrant Code: 1248)

(股份代號: 412)

(認股權證代號: 1248)

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

Head office and principal place of business:  
總辦事處及主要營業地點:  
29/F., China United Centre  
28 Marble Road  
North Point  
Hong Kong

總辦事處及主要營業地點:  
香港  
北角  
馬寶道28號  
華匯中心29樓

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

股份過戶登記處香港分處:  
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

RIGHTS ISSUE OF  
939,739,198 RIGHTS SHARES OF HK\$0.01 EACH  
ON THE BASIS OF ONE RIGHTS SHARE  
FOR EVERY TWO SHARES HELD ON THE RECORD DATE  
AT HK\$0.215 PER RIGHTS SHARE

每股  
基準為於記錄日期每持有兩股股份可獲配發一股供股股份  
按每股供股股份0.215港元之價格  
合共發行939,739,198股每股面值0.001港元之供股股份

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

Total number of Shares registered in your name(s) on Thursday, 9 May 2013  
於二零一三年五月九日(星期四)登記於閣下名下之股份總數

Box A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on Monday, 27 May 2013  
暫定配發予閣下之供股股份數目，股款必須於二零一三年五月二十七日(星期一)下午四時正前繳納時繳足

Box B  
乙欄

Total subscription monies payable  
應繳認購款項總額

Box C  
丙欄  
HK\$  
港元

To accept this provisional allotment of the Rights Shares in full, you must lodge this document intact with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F., Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by no later than 4:30 p.m. on Monday, 27 May 2013. All remittances must be made in Hong Kong dollars and must be forwarded either by a cheque drawn on a bank account with, or by a banker's cashier order issued by, a licensed bank in Hong Kong. All such cheques or banker's cashier orders must be made payable to "HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C and crossed 'Account Payee Only'". No receipt will be given for such remittances. Instructions on transfer and cashing are set out overleaf.

閣下如欲接納此項暫定配發之供股股份，必須將本文件整份連同以港元繳付上列丙欄所示之全數款項，於二零一三年五月二十七日(星期一)下午四時正前送交本公司之股份過戶登記處香港分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。所有款項須以港元繳付，並須及香港持牌銀行之銀行戶口匯出之支票或銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C」，並須以「只准入抬頭人戶戶方式劃線開出」。本公司不會就此等支票或銀行本票發出收據。有關轉讓及分派之指示載於背頁。

The Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given to the Company at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date, if:  
a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:  
i. the introduction of any new 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 reasonable 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  
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 of the Underwriting Agreement, of a political, financial, economic, currency market or other nature (whether or not excludable generally 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 market which may, in the reasonable 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  
iii. any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the reasonable 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  
iv. there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally or on the Stock Exchange due to exceptional financial circumstances or otherwise; or  
v. the commencement or taking by any third party of any litigation or claim or other action against any member of the Group which is or might be material to the Group taken as a whole; or  
vi. any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, Bermuda, the PRC or other jurisdiction relevant to the Group or any member of the Group) and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or  
b) the Prospectus when published contained information (either as to 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 in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it; or  
c) the Company commits any material breach of or omits to observe any of the material obligations or material undertakings expressed to be assumed by it under the Underwriting Agreement; or  
d) if, at or prior to the Latest Time for Termination:  
i. any material breach of any of the warranties or undertakings of the Company contained under the Underwriting Agreement comes to the knowledge of the Underwriter; or  
ii. any event occurring on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which has had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties of the Company contained under the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.  
Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.  
Underwriting Agreement may be terminated by the Underwriter at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date, if:  
Underwriting Agreement may be terminated by the Underwriter at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date.  
Under the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

閣下如欲接納此項暫定配發之供股股份，必須將本文件整份連同以港元繳付上列丙欄所示之全數款項，於二零一三年五月二十七日(星期一)下午四時正前送交本公司之股份過戶登記處香港分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。所有款項須以港元繳付，並須及香港持牌銀行之銀行戶口匯出之支票或銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C」，並須以「只准入抬頭人戶戶方式劃線開出」。本公司不會就此等支票或銀行本票發出收據。有關轉讓及分派之指示載於背頁。

Underwriting Agreement may be terminated by the Underwriter at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date, if:  
Underwriting Agreement may be terminated by the Underwriter at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date.

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每宗買賣均須繳付從價印花稅。除出售之外，餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記前，須出示已繳付從價印花稅之證明。

**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 its/his/her/their rights to subscribe for the Rights Shares comprised herein)  
(僅供有意轉讓彼/彼等根據本文件所載之供股股份之全部認購權之合資格股東填寫及簽署)

To: The Directors  
**Heritage International Holdings Limited**

致：漢基控股有限公司\*  
列位董事 台照

Dear Sir/Madam,  
I/We hereby transfer all 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 日期：\_\_\_\_\_ 2013

**Stamp duty of HK\$5 and ad valorem stamp duty are payable by the transferor(s) if this form is completed.**

填妥此表格後，轉讓人須支付5港元之釐印費與及支付從價印花稅。

**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)  
(僅供獲轉讓供股股份之認購權之人士填寫及簽署)

To: The Directors  
**Heritage International Holdings Limited**

致：漢基控股有限公司\*  
列位董事 台照

Dear Sir/Madam,  
I/We request you to register the number of 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 provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and bye-laws of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲中乙欄所列之供股股份數目登記於本人/吾等名下，而本人/吾等同意按照本暫定配額通知書及隨附之章程所載之條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

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

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.  
請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。

Name in English 英文姓名	Family name 姓氏	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or names of joint applicants 申請人(續)姓名 及/或聯名申請人姓名			
Address in English (Joint applicant(s) should give one address only) 英文地址(聯名申請人只 須提供一個地址)			
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

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：\_\_\_\_\_ 2013

**Ad valorem stamp duty is payable by the transferee(s) if this form is completed.**

填妥此表格後，承讓人須支付從價印花稅。

\* For identification purpose only  
僅供識別



# HERITAGE INTERNATIONAL HOLDINGS LIMITED

## 漢基控股有限公司\*

(於百慕達註冊成立之有限公司)

(股份代號：412)

(認股權證代號：1248)

敬啟者：

茲提述漢基控股有限公司於二零一三年五月十日就供股發行之章程(「章程」)。除非文義另有所指，否則本文件採用之詞彙與章程所界定者具備相同涵義。

根據章程所載之條款及在其所載條件之規限下，董事已按於記錄日期(即二零一三年五月九日星期四)營業時間結束時在本公司股東名冊登記於閣下名下每兩股股份可獲配發一股供股股份之基準，向閣下暫定配發供股股份。閣下於記錄日期營業時間結束時所持有之股份數目列於表格甲之甲欄，而暫定配發予閣下之供股股份數目則列於表格甲之乙欄。

已暫定配發但不獲接納之任何供股股份，可供合資格股東以隨附之額外供股股份申請表格申請認購。

供股股份於發行及繳足股款後，在各方面將與當時之已發行股份享有同等權益，包括有權收取於繳足股款供股股份配發日期當日或其後所宣派、作出或派付之所有未來股息及分派。

### 接納及付款手續

閣下如欲接納全數暫定配額，須將本暫定配額通知書整份連同表格甲之丙欄所示接納時須繳付之全部股款，於二零一三年五月二十七日(星期一)下午四時前送交本公司之股份過戶登記處香港分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。辦妥上述手續即表示已按本暫定配額通知書及章程之條款，並在本公司之公司組織章程大綱及細則之規限下接納暫定配額。所有股款須以港元支付，須以香港持牌銀行之戶口開出之支票或發出之銀行本票支付，註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C」，並須以「只准入抬頭人賬戶」方式劃線開出。本公司將不會就此發出收據。

敬請注意，除非已填妥之本暫定配額通知書連同表格甲之丙欄所示之應繳股款如上文所述於二零一三年五月二十七日(星期一)下午四時前由原承配人或任何已有效承讓有關權利之人士送達，否則此暫定配額及一切有關權利及權益將被視作放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性，對自行或由代表遞交表格之人士亦具約束力(即使表格並未依照有關指示填妥)。

填妥及交回本暫定配額通知書將構成向本公司作出保證及聲明，表示已經或將會妥為遵守有關暫定配額通知書及接納暫定配額通知書之香港以外所有有關地區之一切登記、法律及監管規定。為避免產生疑惑，香港結算或香港中央結算(代理人)有限公司不受任何該等聲明及保證所規限。

### 轉讓

閣下如欲將全部可認購暫定配額予閣下之供股股份之權利轉讓他人，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交予閣下認購權之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表格甲之丙欄所示須於接納時繳足之款項於二零一三年五月二十七日(星期一)下午四時前送達本公司之股份過戶登記處香港分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)。所有股款須以港元支付，須以香港持牌銀行之戶口開出之支票或發出之銀行本票支付，註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C」，並須以「只准入抬頭人賬戶」方式劃線開出。敬請留意，閣下須就轉讓有關供股股份之認購權予承讓人繳付印花費，而承讓人接納有關權利時亦須繳付印花費。

### 分拆

閣下如僅擬接納部分暫定配額，或向超過一名人士轉讓閣下之全部或部分暫定配額，或僅向一名人士轉讓部分暫定配額，則必須於二零一三年五月十六日(星期四)下午四時三十分前將原有暫定配額通知書交回本公司之股份過戶登記處香港分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)，其將註銷原有暫定配額通知書，並按所需數目發出多份新暫定配額通知書，該等新暫定配額通知書可於閣下交回原有之暫定配額通知書後第二個營業日上午九時正後在本公司之股份過戶登記處香港分處領取。

### 額外供股股份

閣下如欲申請認購暫定配額予閣下以外之任何供股股份，必須按隨附之額外供股股份申請表格印備之指示將表格填妥及簽署，並連同所申請認購額外供股股份須另行支付之股款，於二零一三年五月二十七日(星期一)下午四時前交回本公司之股份過戶登記處香港分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。所有股款須以港元支付，須以香港持牌銀行之戶口開出之支票或發出之銀行本票支付，註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - EAF A/C」，並須以「只准入抬頭人賬戶」方式劃線開出。本公司不會就此等繳款發出收據。

敬請留意，額外供股股份(如有)將由董事按公平合理標準全權酌情分配。董事將優先處理湊足完整買賣單位之認購申請。

### 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。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論是由閣下或由任何獲提名承讓人交回)，將構成申請人保證該支票或銀行本票將於首次過戶時兌現。倘隨附之任何支票或銀行本票於首次過戶時未能兌現，則在不影響本公司之其他有關權利之情況下，本公司保留權利拒絕受理任何該等暫定配額通知書。在此情況下，有關之暫定配額及據此給予之一切有關權利及權益將被視作放棄及予以取消。

### 股票及退款支票

預期繳足股款供股股份之股票將於二零一三年六月五日(星期三)或相近日期由本公司之股份過戶登記處香港分處寄予有權收取股票之人士之登記地址，郵誤風險概由彼等承擔。

有關全部或部份不獲接納之額外供股股份申請之退款支票(如有)，預期將於二零一三年六月五日(星期三)或相近日期以平郵方式寄發至閣下之登記地址，郵誤風險概由閣下自行承擔。

### 終止包銷協議

倘出現下列情況，則包銷商將有權於接納日期後第三個營業日下午四時三十分前任何時間透過向本公司發出書面通知，終止包銷協議所載之安排：

a) 包銷商全權認為下列各項對供股之成功機會造成重大不利影響：

- 推行任何新法規或任何現有法規或法例(或其司法詮釋)之變動，或發生其他屬任何性質之事件，而包銷商合理認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響；或
- 發生屬政治、財務、經濟或貨幣市場或其他性質(不論是否與前述任何事項屬同類)之任何本地、國家或國際事件或變動(不論是否構成包銷協議日期前及/或後發生或持續之一連串事件或變動之部份)，或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突或有關事態升級，或影響本地證券市場，而包銷商合理認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響；或
- 本集團之整體業務或財務或經營狀況或前景有任何重大不利變動；或
- 任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義、罷工或停工，而包銷商全權認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響；或
- 由於出現特殊之金融情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般買賣；或
- 任何第三方向本集團任何成員公司開始或正提出對本集團整體而言屬重大或可能屬重大之任何訴訟或索償或其他起訴；或

b) 市況出現任何重大逆轉(包括但不限於財政或貨幣政策或外匯或貨幣市場變動，或證券買賣被暫停或受到限制，對香港、百慕達、中國或與本集團或本集團任何成員公司有關之其他司法權區實施經濟制裁，以及貨幣狀況出現變動，就本條款而言包括香港貨幣與美國貨幣之價值掛鈎之制度出現變動)，而包銷商全權認為導致進行供股變成不宜或不智；或

c) 經刊發之該章程載有包銷商全權認為對本集團整體而言乃屬重要，並應會對供股之成功機會造成重大不利影響，或可能導致審慎之投資者拒絕接納其所獲暫定配發之供股股份的資料(不論有關本集團業務前景或狀況或有關本集團遵守任何法例或上市規則或任何適用規定之資料)；或

d) 本公司違反或未有遵守根據包銷協議其表明將承擔之任何責任或承諾；

e) 倘於終止最後時間或之前發生以下事項：

- 包銷商得悉包銷協議所載之本公司之任何保證或承諾有任何重大違反；或
- 包銷商得悉於包銷協議日期或之後但於終止最後時間之前發生或出現任何事件或事宜，而倘若該等事件或事宜於包銷協議日期之前出現或發生，將導致包銷協議所載之本公司任何保證於任何重大方面屬不實或不正確。

倘發生上述任何事件，則包銷商在不影響其應得之任何其他賠償之下，尚可向本公司發出終止包銷協議之書面通知。

於發出有關通知後，包銷商於包銷協議下之所有責任將告終止及終結，除就任何先前違反而提出索償外，包銷協議之訂約方不得就產生自或有關包銷協議之任何事項或事宜向任何其他訂約方提出索償。倘包銷商行使有關權利，則供股將不會進行。

### 海外股東

除香港及百慕達之適用法例以外，供股文件並無，亦不會根據任何司法權區之任何證券或同等法例登記及/或存案。本公司並無採取任何行動，以獲准在香港以外任何地區提出供股。除非在某地區毋須遵守任何登記或其他法律及有關監管規定可合法提出要約或邀請，否則於香港以外任何地區接獲暫定配額通知書或額外申請表格之人士，概不得視之為申請認購供股股份或額外供股股份之要約或邀請。在下文所述者之規限下，身處香港以外地區之人士如有意申請供股股份，則於獲得認購暫定配發供股股份之任何權利前，須自行遵守所有有關地區之法律及規例，包括取得任何政府或其他方面之同意及支付當地之有關稅項、徵費及其他款項。任何人士接納供股股份之要約將被視作構成該名人士向本公司作出已經妥為遵守當地法律及規例之聲明及保證。為避免產生疑惑，香港結算或香港中央結算(代理人)有限公司不受任何該等聲明及保證所規限。閣下如對本身之情況有所疑問，請諮詢閣下之專業顧問。倘本公司認為接納任何認購供股股份之申請會違反任何司法權區之適用證券法例或其他法例或規例，則本公司有權拒絕受理有關申請。

### 一般事項

將本暫定配額通知書連同(或如適用者)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格一經交回，即屬交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆後之暫定配額通知書及/或供股股份股票之不可推翻的證據。

本暫定配額通知書及接納通知書所載要約均受香港法例監管並按其詮釋。

載有供股其他詳情之章程，可於本公司之股份過戶登記處香港分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)索取。如有任何有關本暫定配額通知書之查詢，請往上述地址或致電(852) 2862 8555查詢。

此致

列位合資格股東 台照

代表  
漢基控股有限公司  
主席  
鄭啟成博士  
謹啟

二零一三年五月十日

\* 僅供識別