



## 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 WEDNESDAY, 30 OCTOBER 2013.**

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 16 October 2013 in relation to the Rights Issue (with Bonus 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 will be filed with the Registrar of Companies in Bermuda as soon as reasonably practicable after publication of the Prospectus Documents. 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.

**本額外供股股份申請表格(「額外供股股份申請表格」)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股份之合資格股東使用。申請最遲須於二零一三年十月三十日(星期三)下午四時正前遞交予本公司之香港股份過戶登記處。**

閣下如對本額外供股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納規定之情況下,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,可由未繳股款及繳足股款供股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」)日期為二零一三年十月十六日之供股章程(「供股章程」),其內容有關供股(連紅利發行),除文義另有所指外,供股章程所界定之詞彙在本額外供股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]一段註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將於章程文件刊發後在合理實際可行情況下盡快送至百慕達公司註冊處存檔。香港證券及期貨事務監察委員會、香港公司註冊處及百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:

- be registered as a member of the Company at the close of business on the Record Date; and
- 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股份,股東必須:

- 於記錄日期營業時間結束時登記為本公司股東;及
- 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。

收到章程文件或由中央結算系統證券戶口存入未繳股款供股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。任何人士(包括但不限於代理人、託管人、代名人、代名及受託人)如獲獲章程文件,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股份申請表格或供股章程或其中央結算系統證券戶口存入未繳股款供股股份,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股份申請表格內之額外供股股份)或轉讓中央結算系統內之未繳股款供股股份,除非本公司釐定有關行為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 Monday, 4 November 2013), or Rights Shares in their nil-paid form from Friday, 18 October 2013 to Friday, 25 October 2013 (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/their/its 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 Monday, 4 November 2013 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:

- in the absolute opinion of the Underwriter, the success of the Rights Issue and/or the Bonus Issue would be materially and adversely affected by:
  - 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 of the Group as a whole or is materially adverse in the context of the Rights Issue and/or the Bonus Issue; or
  - 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 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 and/or the Bonus Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue and/or the Bonus Issue; or
- 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 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
- 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
- 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
- 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
- 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 and/or the Bonus Issue; or
- 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 Circular or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue (with the Bonus Issue); or
- 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 4:00 p.m. Monday, 4 November 2013, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to 4:00 p.m. Monday, 4 November 2013:

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

Any such notice shall be served by the Underwriter prior to 4:00 p.m. Monday, 4 November 2013.

If prior to 4:00 p.m. Monday, 4 November 2013, any such notice as referred to above is given by the Underwriter, 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(預期為二零一三年十一月四日(星期一))前買賣股份,或於二零一三年十月十八日(星期五)至二零一三年十月二十五日(星期五)期間(首尾兩天包括在內)買賣未繳股款供股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,包銷商可於二零一三年十一月四日(星期一)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、出現或發生下列一項或多項事件或事情(不論是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:

- 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:
  - 倘任何新法例或法規或現行法例或法規(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;
  - 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
- 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或不利影響,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
- 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
- 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
- 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
- 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
- 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續十個營業日,惟不包括有待批准刊發本公司公告或通函或章程文件或有關供股(連紅利發行)之其他公告或通函而暫停買賣;或
- 聯交所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,包銷商均有權於二零一三年十一月四日(星期一)下午四時前向本公司發出書面通知終止包銷協議。

倘於二零一三年十一月四日(星期一)下午四時前發生以下情況,包銷商均有權發出書面通知取消包銷協議:

- 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
- 包銷商得知發生任何特別事件。

任何上述通知須由包銷商於二零一三年十一月四日(星期一)下午四時前發送。

倘包銷商於二零一三年十一月四日(星期一)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他方提出任何申索。