

To be valid, the whole of this document must be returned.

本文件必須整份交還，方為有效。

IMPORTANT

重要提示

Reference is made to the prospectus issued by Ban Loong Holdings Limited (the “**Company**”) dated 9 December 2016 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述萬隆控股集團有限公司(「**本公司**」)刊發日期為二零一六年十二月九日關於供股之供股章程(「**供股章程**」)。除非文義另有所指，供股章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTERS (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON FRIDAY, 23 DECEMBER 2016.

本暫定配額通知書(「**暫定配額通知書**」)具有價值及可轉讓，並應即時處理，本暫定配額通知書及隨附之額外申請表格所載之要約將於二零一六年十二月二十三日(星期五)下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書或應採取之行動有任何疑問，或如閣下已出售閣下名下全部或部分本公司股份，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the other Prospectus Documents, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書之印本連同其他章程文件之印本，已遵照香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長與香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

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

香港交易及結算所有限公司、香港聯合交易所有限公司(「**聯交所**」)及香港中央結算有限公司(「**香港結算**」)對本暫定配額通知書之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本暫定配額通知書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。

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain events. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the section under the heading “Letter Rescission and termination of the Underwriting Agreement” of the enclosed sheet.

根據包銷協議，包銷商有權在發生某些事件時，於最後終止時限或之前根據包銷協議之條款終止包銷協議。包銷商有權終止包銷協議之情況載於隨附文件「撤銷及終止包銷協議」一節內。



Branch Registrar and
Transfer Office in
Hong Kong:
**Computershare Hong Kong
Investor Services Limited**
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East, Wanchai
Hong Kong

香港股份過戶登記分處：
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

萬隆控股集團有限公司
Ban Loong Holdings Limited
(incorporated in Bermuda with limited liability)
(於百慕達註冊成立之有限公司)
(Stock Code: 30)
(股份代號：30)

**RIGHTS ISSUE OF 1,335,331,600 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$0.11 PER RIGHTS SHARE
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES
HELD ON THE RECORD DATE
BY QUALIFYING SHAREHOLDERS**

按於記錄日期由合資格股東
每持有兩股現有股份獲發一股供股股份之基準
以每股供股股份0.11港元之認購價
供股發行1,335,331,600股供股股份
PAYABLE IN FULL ON ACCEPTANCE

BY NOT LATER THAN 4:00 P.M. ON FRIDAY, 23 DECEMBER 2016
股款須不遲於二零一六年十二月二十三日(星期五)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered Office:
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

註冊辦事處：
Clarendon House
2 Church Street
Hamilton HM11
Bermuda

Principal Place
of Business in
Hong Kong:
Room 2709-10, 27/F.
China Resources Building
No. 26 Harbour Road
Wanchai, Hong Kong

香港主要營業地點：
香港
灣仔
港灣道26號
華潤大廈
27樓2709-10室

9 December 2016
二零一六年十二月九日

Provisional allotment letter No.
暫定配額通知書編號

Name(s) and address of the Qualifying Shareholder(s)
合資格股東之姓名及地址

Total number of Shares registered in your name(s) on Monday, 28 November 2016
於二零一六年十一月二十八日(星期一)已經登記於閣下名下之股份總數

Box A
甲欄

Number of Rights Shares allotted to you subject to payment in full on acceptance by not later than 4:00p.m.
on Friday, 23 December 2016
閣下獲配發之供股股份數目。股款須不遲於二零一六年十二月二十三日(星期五)下午四時正接納時繳足

Box B
乙欄

Total subscription monies payable on acceptance in full
應繳認購股款總額。股款須於接納時繳足

Box C
丙欄

HK\$
港幣

Name of bank on which cheque/cashier's order is drawn:
支票/銀行本票的付款銀行名稱：

Cheque/cashier's order no.:
支票/銀行本票號碼：

Please insert your contact telephone no.:
請在此填上閣下之聯絡電話號碼：

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR 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 DOCUMENT.
如轉讓可認購供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER
轉讓表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東填寫及簽署)

To: The Directors
Ban Loong Holdings Limited
致：萬隆控股集團有限公司
列位董事 台照

Dear Sirs,
I/We hereby transfer all of 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／吾等茲將本暫定配額通知書所列本人／吾等之供股股份之認購權悉數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 Qualifying Shareholder(s) (all joint shareholders must sign) 合資格股東簽署(所有聯名股東均須簽署)

Date 日期: 二零一六年 _____, 2016

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)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
Ban Loong Holdings Limited
致：萬隆控股集團有限公司
列位董事 台照

Dear Sirs,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company.
敬啟者：
本人／吾等謹請 閣下將表格甲內乙欄所列之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及供股章程所載條款，以及在 貴公司之組織章程大綱及細則規限下，接納此等供股股份。

		Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號		<div></div>
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。聯名申請人只須填報排名首位的申請人的地址。 For Chinese applicant, please provide your name in both English and Chinese. 若為中國申請人，請提供 閣下的英文及中文姓名。				
Name in English 英文姓名／名稱	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名／名稱	
Name continuation and/or full name(s) of joint applicant(s) (if required) 姓名(續)及／或聯名申請人全名／名稱(如有需要)				
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只須填報排名首位的申請人的地址)				
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 type 銀行賬戶類別	
			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: 二零一六年 _____, 2016

Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.
填妥此表格後，轉讓人及承讓人須就轉讓認繳供股股份的權利繳付香港從價印花稅。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares and Nil Paid Rights (whether on the Stock Exchange or otherwise) up to the date on which the conditions to which the Rights Issue is subject are fulfilled will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止時方可作實。倘若供股並未成為無條件，則不會進行供股。在供股之所有條件達成日期之前的任何股份或未繳股款供股股份買賣(無論是否於聯交所買賣)均須承擔供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or Nil Paid Rights during these periods.

投資者如對彼等之有關立場有任何疑問，應自行諮詢本身的顧問有關在該等期間買賣股份或未繳股款供股股份之專業意見。

Subject to the granting of the listing of, and permission to deal in, the Nil Paid Rights and fully-paid Rights Shares on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Nil Paid Rights and fully-paid Rights Shares 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 Nil Paid Rights and fully-paid Rights Shares 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.

待未繳股款供股股份及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款供股股份及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款供股股份及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算系統寄存、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進行交收。中央結算系統之一切活動均須依照不時之有效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。

Dealings in the Shares may be settled through CCASS and you should consult your licensed securities dealer, registered institution in securities, 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.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排對閣下之權利及權益可能產生的影響。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL YOU MUST LODGE THIS PAL INTACT WITH THE SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WAN CHAI, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE SHARE REGISTRAR NOT LATER THAN 4:00 P.M. ON FRIDAY, 23 DECEMBER 2016. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "BAN LOONG HOLDINGS LTD – RIGHTS ISSUE A/C" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連同上文丙欄所示收取之港幣全數股款，最遲於二零一六年十二月二十三日(星期五)下午四時正之前交回本公司之股份過戶登記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)，所有股款須以港幣繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「BAN LOONG HOLDINGS LTD – RIGHTS ISSUE A/C」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆供股配額之指示載於隨附文件。繳款將不會獲發收據。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet and in the Prospectus and agrees to be bound by them; and
 - agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.
- 接納本文件所載之暫定配額的每位人士均：
- 確認其已閱讀所附文件及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
 - 同意本暫定配額通知書及因此構成之合約須受香港法律監管及根據香港法律詮釋。

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE
NO RECEIPT WILL BE GIVEN**

**每份接納須隨附一張獨立支票或銀行本票
繳款將不會獲發收據**



萬隆控股集團有限公司
Ban Loong Holdings Limited
(incorporated in Bermuda with limited liability)
(Stock Code: 30)

9 December 2016

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the PAL and those set out in the Prospectus and subject to the memorandum of association and bye-laws of the Company, the Directors have provisionally allotted to you the number of Rights Shares indicated on Form A of the PAL on the basis of one Rights Share for every two existing Shares registered in your name in the register of members of the Company on Monday, 28 November 2016. Your holding of Shares as at that date is set out in Box A on Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$0.11 per Rights Share payable in full on acceptance, in the manner set out below, by no later than 4:00 p.m. on Friday, 23 December 2016.

You may, subject to the section headed “Qualifying Shareholders and Non-Qualifying Shareholders” below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed “Splitting” below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed “Transfer” below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the memorandum of association and bye-laws of the Company, rank *pari passu* in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions on the record dates of which are on or after the date of allotment and issue of the Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares (nil paid and fully-paid) on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares (nil paid and fully-paid) 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 (nil paid and fully-paid) 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 day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.



萬隆控股集團有限公司
Ban Loong Holdings Limited
(於百慕達註冊成立之有限公司)
(股份代號：30)

2016年12月9日

敬啟者：

緒言

根據暫定配額通知書之條款及條件及供股章程所載者，並在本公司組織章程大綱及細則之規限下，董事已暫定配發暫定配額通知書表格甲所示之供股股份數目予閣下，基準為於2016年11月28日(星期一)以閣下名義在本公司股東名冊上登記持有每兩股現有股份獲發一股供股股份。閣下於該日持有之股份列於暫定配額通知書表格甲的甲欄，而所獲暫定配發予閣下之供股股份數目則列於暫定配額通知書表格甲的乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本表格所採用者具相同涵義。

閣下有權於2016年12月23日(星期五)下午四時正之前根據下文所載之方式，按每股供股股份0.11港元之價格(股款應於接納時繳足)購買暫定配發予閣下之供股股份。

在下文「合資格股東及非合資格股東」一節之規限下，閣下可接納據此暫定配發予閣下之全部或任何數目之供股股份，或出售閣下有關於該等供股股份之全部或任何權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱下文「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱下文「轉讓」一節內之指示。

供股須待(其中包括)包銷協議成為無條件及並無被終止後，方可作實。倘供股並無成為無條件，則不會進行供股。

供股股份

將予配發及發行之供股股份(受本公司之組織章程大綱及細則所規限)在各方面(尤其包括股息、投票權及股本方面)將會彼此之間及與於配發及發行供股股份日期之所有已發行股份享有同等權益，故該等繳足股款供股股份之持有人將有權收取記錄日期訂於配發及發行供股股份當日或之後的所有未來股息及分派。

待未繳股款供股股份及繳足股款供股股份獲准在聯交所上市及買賣，並符合香港結算之股份接納規定後，未繳股款供股股份及繳足股款供股股份將獲香港結算接納為合資格證券，可由未繳股款供股股份及繳足股款供股股份各自在聯交所開始買賣之日期或香港結算釐定之有關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內結算。中央結算系統內之一切活動，均須依據不時之有效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。

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the PAL intact with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the PAL, so as to be received by no later than 4:00 p.m. on Friday, 23 December 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**BAN LOONG HOLDINGS LTD – RIGHTS ISSUE A/C**" and crossed "**ACCOUNT PAYEE ONLY**". Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Share Registrar.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on Form A of the PAL, has been received as described above by 4:00 p.m. on Friday, 23 December 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder 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.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the PAL), by no later than 4:30 p.m. on Thursday, 15 December 2016 with the Share Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Share Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

接納手續

香港境外之任何人士(包括(並不限於)代理人、保管人、代名人及受託人)如欲接納其於供股項下之權利，須自行肯定本身已全面遵守任何相關地區之適用法律，包括取得任何必要政府或其他同意、符合任何其他所需之手續，以及繳納相關地區之任何發行、轉讓或其他稅項。

合資格股東如欲全數接納其供股股份暫定配額，必須將整份暫定配額通知書連同暫定配額通知書表格甲的丙欄所示須於接納時支付之全數股款，不遲於2016年12月23日(星期五)下午四時正之前交回股份過戶登記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)，方為有效。所有股款須以港幣繳付，並以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「**BAN LOONG HOLDINGS LTD – RIGHTS ISSUE A/C**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按暫定配額通知書及供股章程所載之條款，及在本公司之組織章程大綱及細則之規限下接納有關的暫定配額。本公司將不另發股款收據。所有有關暫定配額通知書之查詢均須提交股份過戶登記處。

謹請注意，除非由原本獲配發的人士或以本身名義經已獲有效轉讓有關權利之任何人士填妥之暫定配額通知書，連同暫定配額通知書表格甲的丙欄所示之應繳股款，已按上文所述於2016年12月23日(星期五)下午四時正之前已經交回，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司可以(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代其交回之人士具有約束力。

分拆

閣下如欲只接納閣下之部分供股股份暫定配額而不放棄閣下暫定配額之餘額，或轉讓據此暫定配發予閣下之認購供股股份之部分權利，或向超過一名人士(並非作為聯名持有人)轉讓閣下全部或部分權利，則閣下須將整份原暫定配額通知書連同清楚註明所需要之分拆暫定配額通知書數目及每份分拆暫定配額通知書包含之未繳股款供股股份數目(兩者合共應相等於暫定配額通知書表格甲的乙欄所載列暫定配發予閣下之供股股份數目)之信件，不遲於2016年12月15日(星期四)下午四時三十分之前交回及送達股份過戶登記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)，以供股份過戶登記處註銷原暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交回原暫定配額通知書後第二個營業日上午九時正後於股份過戶登記處(地址同上)領取。

TRANSFER

If you wish to transfer all of your provisional allotment under the PAL to another person or persons as joint holders, you should complete and sign the “Form of Transfer” (Form B) in the PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the “Registration Application Form” (Form C) in the PAL and lodge the PAL intact together with a remittance for the full amount payable on acceptance with the Share Registrar, at the above address, by not later than 4:00 p.m. on Friday, 23 December 2016.

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 to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

RESCISSION AND TERMINATION OF THE UNDERWRITING AGREEMENT

If any time prior to the Latest Time for Termination:

- (1) 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 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
- (2) 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 on trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) 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 materially and 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

轉讓

閣下如欲根據暫定配額通知書轉讓 閣下之全部暫定配額予其他一名人士或多名人士(作為聯名持有人)，閣下應填妥及簽署暫定配額通知書內之「轉讓表格」(表格乙)，並將填妥及簽妥之暫定配額通知書轉交 閣下之暫定配額之承讓人或經手辦理轉讓之人士。承讓人其後須填妥及簽署暫定配額通知書內之「登記申請表格」(表格丙)，並將暫定配額通知書連同接納時應付股款之全部款項，不遲於2016年12月23日(星期五)下午四時正送交股份過戶登記處(地址同上)。

務請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。倘若本公司相信 閣下作出的轉讓或會違反適用法例或監管規定，則本公司保留權利拒絕受理以任何人士為受益人之任何轉讓登記。

撤銷及終止包銷協議

倘若在最後終止時限之前的任何時間：

- (1) 任何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：
 - (a) 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，而任何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
 - (b) 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)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，而任何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、對供股之成功構成重大及不利影響或導致進行供股屬不宜或不智；或
- (2) 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)，而任何包銷商全權認為有可能對供股之成功構成重大及不利影響，或導致進行供股屬不宜或不智；或
- (3) 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對本公司之前景構成重大及不利影響，包括但不限於在不損害前述條文之一般性原則下，提出清盤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

- (4) 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, in the absolute opinion of the Underwriter, is likely to materially and adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (5) 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
- (6) 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
- (7) 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
- (8) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise, then 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 be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the representations, warranties or undertakings by the Company contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination comes to the knowledge of the Underwriter, which if such event had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties contained in the Underwriting Agreement untrue or incorrect in any material respect.

Any notice of termination shall be served by the Underwriter prior to the Latest Time for Termination.

Upon the giving of notice in accordance with the above, the Underwriting Agreement shall terminate and the obligations of the parties shall forthwith cease and be null and void and none of the parties shall have any right against or liability towards any of the other parties arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises its right to terminate the Underwriting Agreement, the Rights Issue will not proceed.

- (4) 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，而包銷商全權認為可能會對供股之成功構成重大或不利影響，或導致進行供股屬不宜或不智；或
- (5) 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
- (6) 任何包銷商全權認為倘在緊接章程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
- (7) 整體證券或本公司證券於聯交所暫停買賣超過連續十個營業日，不包括就批准公佈或章程文件或有關供股之其他公佈或通函而引致之任何暫停買賣；或
- (8) 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，包銷商亦有權藉向本公司發出書面通知取消包銷協議：

- (1) 包銷商知悉包銷協議所載本公司任何陳述、保證或承諾遭到任何重大違反；或
- (2) 包銷商得悉於包銷協議日期或之後及於最後終止時間前發生任何事件或出現任何事宜，而倘其於包銷協議日期前發生或出現，將導致包銷協議所載之保證於任何重大方面屬重大失實或不正確。

包銷商須於最後終止時限前發出任何終止通知。

於根據上述協議發出通知後，包銷協議須告終止，且訂約方之責任須即時終止及無效，而任何訂約方概無因包銷協議而引起或與此有關之對任何其他訂約方之任何權利或責任。倘若包銷商行使其權利終止包銷協議，供股將不會進行。

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation may be rejected at the Board's discretion, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Thursday, 5 January 2017 to those Qualifying Shareholders or transferees of Nil Paid Rights who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Thursday, 5 January 2017 by ordinary mail to the applicants at their own risk.

EXCESS APPLICATION FOR THE RIGHTS SHARES

Qualifying Shareholders may apply, by way of excess application, for Rights Shares in respect of any unsold entitlements of the Non-Qualifying Shareholders, any unsold fractional entitlements to the Rights Shares and any Rights Shares in respect of the Nil Paid Rights not taken up by the Qualifying Shareholders or otherwise not subscribed for by transferees of the Nil Paid Rights. The Qualifying Shareholders are entitled to apply for excess Rights Shares by completing and lodging the EAF with a separate remittance for the excess Right Shares before the Latest Time for Acceptance, but are not assured of being allocated any excess Rights Shares.

The Directors will allocate the excess Rights Shares at their absolute discretion on a fair and equitable basis. Subject to availability of excess Rights Shares, the excess Rights Shares will be allocated to Qualifying Shareholders who have applied for excess Rights Shares on a pro-rata basis based on the number of the excess Rights Shares applied by them, but no reference will be made to the number of Rights Shares applied for under a PAL or the existing number of Shares held by such Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders under the PALs is greater than the aggregate number of excess Rights Shares applied for through the EAFs, the Directors will allocate in full to each Qualifying Shareholder the number of excess Rights Shares applied for under the EAFs. No preference will be given to topping up odd lots to whole board lots.

All remittances in respect of excess application must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to **"BAN LOONG HOLDINGS LTD – EXCESS APPLICATION A/C"** and crossed **"ACCOUNT PAYEE ONLY"**.

支票及銀行本票

所有支票及銀行本票於收訖後將會隨即過戶，而就有關款項賺取之全部利息(如有)將由本公司保留，收益歸本公司所有。在不影響本公司之其他有關權利情況下，任何暫定配額通知書所隨附之支票或銀行本票如未能於首次過戶時兌現，有關暫定配額通知書有可能被董事會酌情拒絕受理，在此情況下，該暫定配額通知書項下之暫定配額及所有權利將被視為已遭拒絕及將予以註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。

供股之股票及退款支票

預期所有繳足股款供股股份之股票將於2017年1月5日(星期四)或之前以平郵方式寄發予已接納及(如適用)申請認購供股股份並繳交股款之合資格股東或未繳股款供股股份之承讓人，郵誤風險概由彼等自行承擔。預期有關全部或部分未獲成功申請額外供股股份之退款支票(如有)將於2017年1月5日(星期四)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

額外申請供股股份

合資格股東可通過額外申請方式申請認購有關不合資格股東之任何未售出配額之供股股份、供股股份之任何未售出零碎配額以及未獲合資格股東承購或未獲未繳股款供股股份之承讓人另行認購之未繳股款供股股份所涉及之任何供股股份。合資格股東有權申請認購額外供股股份，方法為填妥並在最後接納時限前遞交額外申請表格連同就額外供股股份繳付之獨立股款，惟並不保證獲分配任何額外供股股份。

董事將全權酌情按公平公正基準分配額外供股股份。視乎可供申請之額外供股股份數目而定，額外供股股份將根據提出額外供股股份申請之合資格股東所申請之額外供股股份按比例分配，惟不會參考根據暫定配額通知書所申請認購之供股股份數目或有關合資格股東所持有之現有股份數目。倘根據暫定配額通知書不獲合資格股東承購之供股股份總數超過透過額外申請表格所申請認購之額外供股股份總數，則董事將向各合資格股東悉數分配根據額外申請表格所申請認購之額外供股股份之數目。董事將不會優先處理將碎股補足至完整買賣單位。

所有額外申請的股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**BAN LOONG HOLDINGS LTD – EXCESS APPLICATION A/C**」及以「**只准入抬頭人賬戶**」劃線方式開出。

FRACTIONAL ENTITLEMENTS

The entitlements of Qualifying Shareholders will be rounded down to the nearest whole number and fractional entitlements to Rights Shares will not be provisionally allotted to the Qualifying Shareholders. The Nil Paid Rights representing the aggregate of all the fractions of Rights Shares (rounded down to the nearest whole number) will be provisionally allotted to a nominee or nominees appointed by the Company and, if a premium (net of expenses) can be obtained, will be sold by the nominee or nominees on the Company's behalf in the market as soon as practicable after the commencement of dealing in the Nil Paid Rights and the net proceeds of such sale will be retained by the Company for its own benefit. Any Rights Shares in respect of the unsold fractional entitlements will first be made available for valid excess applications by the Qualifying Shareholders and the balance (if any) will be underwritten by the Underwriter.

DISTRIBUTION OF THE PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders.

Distribution of the PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the PAL or any of the other Prospectus Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or beneficial owner who is in any doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as determined by the Company, persons in possession of the PAL and the other Prospectus Documents should not distribute, forward or transmit into or from any jurisdiction outside of Hong Kong, the Prospectus, whether with or without the PAL or the EAF. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents will not be registered or filed or filed under the applicable securities legislation of any jurisdiction other than Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

The Rights Issue will not be extended to the Non-Qualifying Shareholders. To qualify for the Rights Issue, a Shareholder must at the close of business on the Record Date be registered on the register of members of the Company, and must have as its address on the register of members of the Company on the Record Date an address in Hong Kong or an address which is in a place where, in the Directors' opinion, it would be expedient for the Rights Shares to be offered in that place on account of legal or regulatory requirements in such place.

零碎配額

合資格股東之配額將向下調整至最接近之整數，供股股份之零碎配額將不會暫定配發予合資格股東。因彙集所有零碎供股股份(湊整至最接近之整數)產生之未繳股款供股股份將暫定配發予本公司委任之一名或多名代名人，而倘若出售後(已扣除開支)可獲得溢價，則將由代表本公司之一名或多名代名人於未繳股款供股股份開始買賣後在實際可行之情況下盡快於市場上出售。有關出售之所得款項淨額將由本公司保留，收益歸本公司所有。任何未售出之供股股份零碎配額將首先可供合資格股東提出額外申請，而餘額(如有)將由包銷商包銷。

派發暫定配額通知書及其他章程文件

暫定配額通知書僅向合資格股東寄發。

派發暫定配額通知書及其他章程文件至香港以外之司法權區可能受法律限制。擁有暫定配額通知書或任何其他章程文件之人士(包括(並不限於)代理人、保管人、代名人及受託人)須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法權區的證券法例。任何股東或實益擁有人如對其有關立場有任何疑問，應盡快諮詢合適之專業顧問。尤其是，除本公司指定之若干例外情況外，擁有暫定配額通知書及其他章程文件之人士不應向或由香港以外之司法權區派發、送交或送呈供股章程(不論是否連同暫定配額通知書或額外申請表格)。倘本公司相信准許任何股東接納其未繳股款供股股份或申請認購額外供股股份會違反任何司法權區之適用證券法例或其他法例或規例，則本公司保留拒絕作何股東接納或申請之權利。

章程文件將不會根據在香港以外任何司法權區之適用證券法例登記或存檔。

合資格股東及非合資格股東

非合資格股東將無法參與供股。為合資格參與供股，股東於記錄日期營業時間結束時必須已登記於本公司之股東名冊，及於記錄日期於本公司股東名冊之地址須為香港地址，或其地址位於董事認為按照該地區之法律或監管規定令在該地區提呈發售供股股份屬適宜之地區。

Arrangements will be made for the Nil Paid Rights which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders (had they been Qualifying Shareholders) to be sold in the market as soon as practicable after dealings in the Nil Paid Rights commence and before dealings in the Nil Paid Rights end, if a premium in excess of all expenses of sale can be obtained. The aggregate net proceeds of such sale will be paid by the Company to the Non-Qualifying Shareholders pro-rata to their respective shareholdings on the Record Date. However, if any of such Non-Qualifying Shareholders would be entitled to a sum of HK\$100 or less, such sum will be retained by the Company for its own benefit. Any unsold Nil Paid Rights to which Non-Qualifying Shareholdings would otherwise have been entitled will first be made available for valid excess applications by the Qualifying Shareholders under the EAFs and the balance (if any) will be underwritten by the Underwriter.

No person receiving a copy of this Prospectus and/or the PAL and/or EAF in any territory or jurisdiction outside Hong Kong may treat as an offer or an invitation to apply for the Nil Paid Rights and 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 (including the ultimate beneficial owner(s) of the Qualifying Shareholders) wishing to make an application for the Nil Paid Rights and the Rights Shares to satisfy himself as to the observance of the laws and regulations of all relevant jurisdictions, including obtaining any government or other consents, and payment of any taxes and duties required to be paid in such jurisdiction in connection therewith. Completion and return of the PALs and/or EAFs will constitute a warranty and representation by the relevant applicant(s) to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong in connection with the acceptance of the Nil Paid Rights and the Rights Shares have been duly complied with by such applicant(s). For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting the PAL, each purchaser of nil paid Rights Shares or subscriber of Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Qualifying Shareholder on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person; and
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid Rights and/or the fully paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located.

Any Qualifying Shareholder accepting and/or transferring the PAL or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the PAL will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not accepting and/or transferring the PAL, or requesting registration of the relevant Nil Paid Rights or Rights Shares from outside of Hong Kong; (ii) such person outside of Hong Kong or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the Nil Paid Rights or Rights Shares or to use the PAL in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any of the overseas jurisdictions at the time the instruction to accept or transfer was given; and (iv) such person is not acquiring the Nil Paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such Nil Paid Rights or Rights Shares into any of the overseas jurisdictions.

倘扣除一切出售費用後仍有溢價，本公司將會安排原應暫定配發予非合資格股東(猶如彼等為合資格股東)之未繳股款供股股份在實際可行情況下於未繳股款供股股份開始買賣後及在未繳股款供股股份結束買賣前盡快於市場出售。有關出售之所得款項總淨額將由本公司按非合資格股東於記錄日期之股權比例支付予彼等。然而，倘任何有關非合資格股東有權獲得100港元或以下款項，有關款項將撥歸本公司所有。非合資格股東原應有權獲得之任何未出售未繳股款供股股份，將首先供合資格股東以額外申請表格作出有效額外申請，餘下部分(如有)將由包銷商包銷。

接獲本供股章程副本及／或暫定配額通知書及／或額外申請表格之人士，不得視之為申請未繳股款供股股份及供股股份之要約或邀請，除非有關要約或邀請可於有關司法權區合法地作出而毋須遵照任何登記或其他法律或監管規定。任何於香港以外地區之人士(包括合資格股東之最終受益人)如有意申請未繳股款供股股份及供股股份，則有責任自行遵守所有相關司法權區之法例及規例，包括取得任何政府或其他方面之同意及就此繳付該有關司法權區規定須繳付之任何稅項及徵費。填妥及交回暫定配額通知書及／或額外申請表格即表示相關申請人向本公司作出一項保證及聲明，已經全面遵守任何接納未繳股款供股股份及供股股份之香港以外所有相關地區一切登記、法律及監管規定。為免生疑，香港結算及香港中央結算(代理人)有限公司概不受任何聲明或保證所規限。

聲明及保證

透過填妥、簽妥及交回暫定配額通知書，即表示每名有關的未繳股款供股股份之買方或供股股份之認購人據此向本公司及代表彼等之其他人士作出以下聲明及保證，除非本公司按其全權酌情決定以書面方式明確豁免有關規定，則作別論：

- 彼於記錄日期已經成為合資格股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；及
- 彼可合法在其居住或目前身處之司法權區獲提呈、接納、取得、認購及收取未繳股款供股股份及／或繳足股款供股股份。

若任何合資格股東接納及／或轉讓暫定配額通知書或要求登記暫定配額通知書內的供股股份，除非已提供令本公司信納的證據，證明有關人士使用暫定配額通知書將不會違反任何司法權區的任何適用法律規定，有關人士等同已向本公司聲明及保證：(i)有關人士並非身在任何海外司法權區接納及／或轉讓暫定配額通知書，或要求登記有關的未繳股款供股股份或供股股份；(ii)有關人士並非身在香港以外地區，或身在任何地區導致其作出或接納要約以收購未繳股款供股股份或供股股份乃屬違法，或該人士曾經或將以任何方式使用暫定配額通知書乃屬違法行為；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於香港以外地區之人士行事；及(iv)有關人士並非為直接或間接提呈、出售、配售、接納、行使、轉售、放棄、抵押、轉讓、交付或分派任何有關未繳股款供股股份或供股股份至香港以外地區而購買未繳股款供股股份或供股股份。

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the PAL if it: (i) appears to the Company to have been executed in, or despatched from outside of Hong Kong, and the acceptance or transfer may involve a breach of the laws of outside of Hong Kong or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if the Company or its agents believe the same may violate any applicable legal or regulatory requirement; (ii) provides an address outside of Hong Kong for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (iii) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment of the PAL with, where relevant, the “Form of Transfer” purporting to have been signed by the person(s) in whose favour the 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 a split PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong.

All documents, including cheques for refund, and the share certificates of the Rights Shares, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil Paid Rights are expected to be traded in board lots of 2,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 2,000). References in the PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Share Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

倘出現下列情況，本公司可視任何接納或聲稱接納暫定配額通知書內的供股股份的配額，或轉讓或聲稱轉讓暫定配額通知書為無效：(i)本公司認為其為於香港以外地區簽立或寄發及接納或轉讓可能涉及違反香港以外地區的法律或接納或轉讓有可能違反任何司法權區的法例，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(ii)就交付供股股份正式股票所提供的地址位於香港以外地區而有關交付屬違法，或就交付正式股票所提供的地址位於香港境外且交付該等股票乃屬違法的任何其他司法權區；或(iii)聲稱拒絕上一段所規定的聲明及／或保證。

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已妥為遵照或將妥善遵照有關申請之所有登記、法律及監管規定。

為免產生疑慮，特此聲明，香港結算及香港中央結算(代理人)有限公司概不受上述任何聲明及保證所規限。

一般事項

暫定配額通知書連同(如相關)由獲發暫定配額通知書人士所簽署之「轉讓表格」一經交回，即確證交回之人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外之供股章程副本，可於股份過戶登記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17M樓)索取。

所有文件(包括退款支票及供股股份之股票)將以平郵投遞方式寄予有關申請人或其他應得之人士，郵誤風險概由收件人自行承擔。

暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。預期未繳股款供股股份將以2,000股之每手買賣單位進行買賣(現有股份目前以2,000股之每手買賣單位在聯交所進行買賣)。除另有說明者外，暫定配額通知書內所提及之時間或日期均為香港時間或日期。

倘若閣下對供股有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午六時正之營業時間內將閣下的問題提交股份過戶登記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17M樓)。

By completing, signing and submitting the PAL, you agree to disclose to the Company and/or the Share Registrar and 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 the Share 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 Share Registrar 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 (i) the Company, at its principal place of business in Hong Kong at Room 2709-10, 27/F., China Resources Building, No. 26 Harbour Road, Wanchai, 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 (ii) (as the case may be) the Share Registrar at its address set out above.

Yours faithfully,
For and on behalf of the Board
Ban Loong Holdings Limited
Chow Wang
Chairman & Executive Director

透過填妥、簽署及交回暫定配額通知書，即表示閣下同意向本公司及／或股份過戶登記處及彼等各自之顧問及代理披露個人資料及彼等所需而有關閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或股份過戶登記處是否持有其個人資料，索取公眾有關資料之副本，以及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及股份過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或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(i)本公司香港主要營業地點(地址為香港灣仔港灣道26號華潤大廈27樓2709-10室)或根據適用法律不時通知之地點並以本公司公司秘書為收件人，或(ii)(視乎情況而定)於上文所示地址之股份過戶登記處。

此 致

列位合資格股東 台照

代表董事會
萬隆控股集團有限公司
主席及執行董事
周泓
謹啟