

Provisional Allotment Letter No.  
暫定配額通知書編號

**IMPORTANT**  
**重要提示**

THIS PROVISIONAL ALLOTMENT LETTER (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE "EAF") EXPIRES AT 4:00 P.M. ON FRIDAY, 5 FEBRUARY 2016.

本暫定配額通知書(「暫定配額通知書」)乃有價值及可轉讓，並須閣下即時處理。本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載的要約將於二零一六年二月五日(星期五)下午四時正截止。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES IN HANISON CONSTRUCTION HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下如對本暫定配額通知書的任何方面或應採取之行動有任何疑問，或閣下如已出售興勝創建控股有限公司(「本公司」)之全部或部份股份，應諮詢閣下的股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY THE COMPANY DATED 22 JANUARY 2016 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述本公司於二零一六年一月二十二日就供股刊發之章程(「供股章程」)，除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。

A copy of the Prospectus, together with copies of this PAL, the EAF and the written consent of Deloitte Touche Tomhatsu, have been registered by the Registrar of Companies in Hong Kong as required by 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 SFC take no responsibility as to the contents of any of the documents referred to above.

供股章程連同本暫定配額通知書、額外申請表格及擔動、關黃陳方會計師行之書面同意書，已遵照(公司(清盤及雜項條文)條例)(香港法例第32章)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及證監會對任何上述文件之內容概不負責。

Dealings in the Shares and Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your stockbroker or other registered securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份及供股股份以未繳股款及繳足股款形式之買賣可透過香港結算營運之中央結算系統進行交易，有關該等交易安排之詳情以及該等安排閣下之權利及權益可能造成之影響，敬請諮詢閣下之股票經紀或其他註冊證券交易商、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 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 CCASS with effect from the respective commencement dates of dealings in the Rights Shares on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between the 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.

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定，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，自供股股份於聯交所之各自開始買賣日期或於香港結算訂定之其他日期起，可於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的交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有效之《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。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and 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、聯交所及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聲明，並明確表示，概不股本暫定配額通知書全部或任何部份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。



**興勝創建控股有限公司**  
**HANISON CONSTRUCTION HOLDINGS LIMITED**

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 00896)

(股份代號: 00896)

Registrar:

Computershare Hong Kong Investor Services Limited  
Shops 1712-1716, 17/F, Hopewell Centre  
183 Queen's Road East  
Wan Chai, Hong Kong

Registered Office:

P.O. Box 309, Uglad House,  
Grand Cayman, KY1-1104,  
Cayman Islands

註冊辦事處:

P.O. Box 309, Uglad House,  
Grand Cayman, KY1-1104,  
Cayman Islands

Principal place of business in Hong Kong:

Unit 1, 4/F, Block B,  
Shatin Industrial Centre,  
5-7 Yuen Shun Circuit, Shatin,  
New Territories, Hong Kong

香港主要營業地點:

香港新界  
沙田源順圍5-7號  
沙田工業中心  
B座4樓一室

**RIGHTS ISSUE OF HANISON CONSTRUCTION HOLDINGS LIMITED**  
**OF 345,231,025 RIGHTS SHARES AT THE SUBSCRIPTION PRICE**  
**OF HK\$1.00 EACH ON THE BASIS OF ONE RIGHTS SHARE**  
**FOR EVERY TWO EXISTING SHARES HELD ON THE RECORD DATE**

興勝創建控股有限公司  
以每股港幣1.00元之認購價按於記錄日期  
每持有兩股現有股份獲發一股供股股份之基準  
發行345,231,025股供股股份

**PAYABLE IN FULL ON ACCEPTANCE NOT LATER THAN 4:00 P.M. ON FRIDAY, 5 FEBRUARY 2016**  
股款須於二零一六年二月五日(星期五)下午四時正前接納時全數繳足

**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

[Blank area for shareholder name and address]

Number of Share(s) registered in your name(s) on Tuesday, 12 January 2016  
於二零一六年一月十二日(星期二)登記於閣下名下的股份數目

BOX A  
甲欄

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Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance not later than 4:00 p.m. on Friday, 5 February 2016  
暫定配發予閣下的供股股份數目，股款須於二零一六年二月五日(星期五)下午四時正前接納時繳足

BOX B  
乙欄

[Blank area for Box B]

Total subscription monies payable  
應繳認購股款總額

BOX C  
丙欄  
HK\$  
港幣

[Blank area for Box C]

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 number:

支票/銀行本票號碼: \_\_\_\_\_

Please insert your contact telephone no.:

請填上閣下聯絡電話號碼: \_\_\_\_\_

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17/F, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WAN CHAI, HONG KONG, TOGETHER WITH A REMITTANCE FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. FRIDAY, 5 FEBRUARY 2016. ALL REMITTANCES MUST BE MADE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "HANISON CONSTRUCTION HOLDINGS LTD - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT IN AN ENCLOSED SEPARATE SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲接納全部供股股份的暫定配額，須將本暫定配額通知書連同上文內欄所示須於接納時繳付並由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)收取的全數股款，於二零一六年二月五日(星期五)下午四時正前交回上述股份過戶登記處。所有股款須以港幣支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「HANISON CONSTRUCTION HOLDINGS LTD - PROVISIONAL ALLOTMENT ACCOUNT」，以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之說明載於隨附文件。本公司將不另發股款收據。

The Rights Issue is conditional upon, amongst others, (i) the Underwriting Agreement becoming unconditional and not being terminated; and (ii) permission to deal in and listing of all Rights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being withdrawn or revoked prior to the Latest Time for Termination. If any of the conditions (as set out in the section headed "Letter from the Board - Conditions to the Rights Issue and the Underwriting Agreement" in the Prospectus) of the Rights Issue is not fulfilled, the Rights Issue will not proceed.

供股須待，其中包括(i)包銷協議成為無條件及並無被終止；及(ii)聯交所批准所有供股股份(未繳股款及繳足股款)上市及買賣，且於最後終止時間前無撤回或撤銷有關批准後，方可作實。倘供股章程「董事會函件-供股及包銷協議的條件」一節所述之任何供股條件未能達成，則供股將不會進行。

The Underwriter has the right under the Underwriting Agreement to rescind or terminate the Underwriting Agreement by notice to the Company at any time prior to 4:00 p.m. on the Settlement Date, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out below in this PAL in the section headed "Termination of the Underwriting Agreement".

根據包銷協議，包銷商有權在包銷協議內所載之若干情況下，隨時於交收日期下午四時正前之任何時間向本公司發出通知終止或撤銷包銷協議。包銷商有權終止包銷協議之情況詳情，載於本暫定配額通知書下文「終止包銷協議」一節。

If prior to 4:00 p.m. on the Settlement Date, the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed.

倘包銷商於交收日期下午四時正前終止包銷協議，則供股將不會進行。

THIS FORM IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE SPECIFIED TERRITORIES.

本表格不可直接或間接在或向指明地區刊發、發放或派發。

Shareholders should note that the existing Shares have been dealt in on an ex-rights basis on the Stock Exchange from Monday, 4 January 2016. The Rights Shares in their nil-paid form will be dealt in from Tuesday, 26 January 2016 to Tuesday, 2 February 2016 (both days inclusive).

股東須注意，現有股份已由二零一六年一月四日(星期一)起於聯交所按除權基準買賣。未繳股款供股股份將由二零一六年一月二十六日(星期二)至二零一六年二月二日(星期二)(包括首尾兩日)買賣。

Any dealings in the Shares from the date of the Prospectus up to the date on which all the conditions of the Rights Issue are fulfilled, which is currently expected to be 4:00 p.m. on Tuesday, 16 February 2016, and any dealings in the Rights Shares in their nil-paid form between Tuesday, 26 January 2016 to Tuesday, 2 February 2016 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares or Rights Shares in their nil-paid form, and if they are in any doubt about their position, they are recommended to consult their professional advisers.

於供股章程日期至供股之條件全部達成之日(現時預期為二零一六年二月十六日(星期二)下午四時正)期間買賣股份，及於二零一六年一月二十六日(星期二)至二零一六年二月二日(星期二)(包括首尾兩日)期間買賣未繳股款供股股份，將承受供股可能不會成為無條件或可能不會進行之風險。因此，股東及潛在投資者於買賣股份或未繳股款供股股份時，務必審慎行事，如彼等對其情況有任何疑問，務請諮詢其專業顧問。

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), 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 AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF 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的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付從價印花稅。在登記轉讓本文件代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

Form B  
表格乙

### FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)  
(僅供有意轉讓其認購本暫定配額通知書所列供股股份權利之合資格股東填寫及簽署)

To: The Directors  
**Hanison Construction Holdings Limited**  
致：興勝創建控股有限公司  
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／吾等謹將本暫定配額通知書所列本人／吾等的供股股份的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）的人士。

1. .... 2. .... 3. .... 4. ....

Signature(s) (all joint Shareholders must sign)  
簽署（所有聯名股東均須簽署）

Date: ..... 2016

日期：二零一六年 ..... 月 ..... 日

Stamp duty is payable by the transferor(s) if this form is completed.  
填妥此表格後，轉讓人須繳付印花稅。

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 right(s) to subscribe for the Rights Share(s) have been transferred)  
(僅供承讓供股股份認購權的人士填寫及簽署)

To: The Directors  
**Hanison Construction Holdings Limited (the "Company")**  
致：興勝創建控股有限公司（「貴公司」）  
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 and articles of association of the Company.

敬啟者：  
本人／吾等謹請 閣下將表格甲乙欄所列的供股股份數目，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 貴公司的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	
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To be completed in block letters in ENGLISH. Joint applicants should give one address only. For Chinese applicant, please provide your name in both English and Chinese.  
請用英文正楷填寫。聯名申請人只須填報一個地址。華裔申請人須填寫中英文姓名。

Name in English 英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name continuation and/or full name(s) of joint applicant(s) (if applicable) 姓名（續）及或聯名申請人 全名（如適用）			
Address in English 英文地址			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 股息指示			
Name and address of bank 銀行名稱及地址			Bank Account no. 銀行賬戶號碼
		BANK 銀行	BRANCH 分行
		ACCOUNT 賬戶	

1. .... 2. .... 3. .... 4. ....

Signature(s) (all joint applicants must sign)  
簽署（所有聯名申請人均須簽署）

Date: ..... 2016

日期：二零一六年 ..... 月 ..... 日

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.  
填妥此表格後，承讓人須繳付從價印花稅。



# 興勝創建控股有限公司 HANISON CONSTRUCTION HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00896)

22 January 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 and articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of the PAL on the basis of one Rights Share for every two existing Shares of the Company registered in your name in the register of members of the Company on Tuesday, 12 January 2016. Your holding of existing Shares as at that date is set out in Box A on the front page of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on the front page 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 \$1.00 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Friday, 5 February 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 upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed.

## RIGHTS SHARES

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

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in 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 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 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.

## 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. The attention of Shareholders with registered addresses in the Specified Territory or holding Shares on behalf of persons with such addresses is drawn to the section below headed "Qualifying Shareholders and Non-Qualifying Shareholders".

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 Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, 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 the front page of the PAL, so as to be received by not later than 4:00 p.m. on Friday, 5 February 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "HANISON CONSTRUCTION HOLDINGS LTD – PROVISIONAL ALLOTMENT ACCOUNT" 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 and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Registrar at 17MF, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on the front page of the PAL, has been received as described above by 4:00 p.m. on Friday, 5 February 2016, whether from 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 or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the 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 the front page of the PAL), by no later than 4:30 p.m. on Thursday, 28 January 2016 with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, 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 Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

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 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.

## TRANSFER

If you wish to transfer all of your provisional allotment to another person you should complete and sign the "Form of Transfer and Nomination" (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 Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, to effect the transfer by no later than 4:00 p.m. on Friday, 5 February 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 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.

The Company and the Underwriter reserve the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriter believe such transfer may violate applicable legal or regulatory requirements.

## EFFECT OF BAD WEATHER

The latest time for acceptance of, and payment for, the Rights Shares will not take place at 4:00 p.m. on Friday, 5 February 2016 if there is a tropical cyclone warning signal number 8 or above, or a black rainstorm warning: (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 5 February 2016. Instead, the latest time for acceptance of, and payment for, the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or (ii) in force in Hong Kong between 12:00 noon and 4:00 p.m. on Friday, 5 February 2016. Instead, the latest time of acceptance of, and payment for, the Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at that time between 9:00 a.m. and 4:00 p.m. If the latest time for acceptance of, and payment for, the Rights Shares does not take place on Friday, 5 February 2016, the dates mentioned in the PAL may be affected. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

## TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement grants the Underwriter the right to terminate the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on the Settlement Date if in the sole and absolute opinion of the Underwriter acting in good faith: (a) the success of the Rights Issue would be materially and adversely affected by: (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may materially 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, military, financial, economic, currency or other nature (whether or not sui 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 market or the occurrence of any combination of circumstances which materially adversely affects the business or the financial or trading position or prospects of the Group as a whole or otherwise prejudices the success of the Rights Issue or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue; 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 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 (b) any material adverse change in market conditions or combination of circumstances in Hong Kong or elsewhere (including without limitation suspension or material restriction or trading in securities) occurs which may adversely and materially affect the success of the Rights Issue.

## CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

## SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment of the conditions of the Rights Issue as set out in the section headed "Letter from the Board – Conditions to the Rights Issue and the Underwriting Agreement" in the Prospectus, share certificates for all fully-paid Rights Shares are expected to be posted on or before Tuesday, 23 February 2016 to those Qualifying Shareholders 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 Tuesday, 23 February 2016 by ordinary mail to the applicants at their own risk.

## EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for: (1) Rights Shares representing unsold fractional entitlements, (2) any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares and (3) any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

Application for excess Rights Shares may be made by completing an EAF and lodging it with a separate remittance for the excess Rights Shares being applied for with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong no later than 4:00 p.m. on Friday, 5 February 2016 or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be in Hong Kong dollars and must be made by cheques drawn on or cashier's orders issued by a bank account in Hong Kong and made payable to "HANISON CONSTRUCTION HOLDINGS LTD – EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only". Subject to the availability of excess Rights Shares, the Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis and, to the extent practicable, on a pro-rata basis to the excess Rights Shares being applied for under each application. However, no preference will be given to topping-up odd lots to whole board lots. Shareholders who have been offered odd lots of the Rights Shares should note there is no guarantee that such odd lots of the Rights Shares will be topped up to create whole board lots pursuant to applications for excess Rights Shares.

Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Registered Owner (including CCASS) is regarded as a single Shareholder according to the register of members of the Company. Accordingly, the Shareholders should note that the aforesaid arrangement for the allocation of the excess Rights Shares will not be extended to the beneficial owners individually.

## FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot and will not accept application for fractions of Rights Shares in their nil-paid or fully-paid forms. All fractions of the Rights Shares will be aggregated (and rounded down to the nearest whole number). The aggregate of fractions of the Rights Shares, in nil-paid form, will be provisionally allotted to the person(s) to whom such person(s) may be nominated by the Company, and will be sold in the market and the proceeds will be retained by the Company for its own benefit, if a premium (net of expenses) can be obtained.

Any unsold fractions of the Rights Shares will be made available for excess applications on EAFs by Qualifying Shareholders.

## 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 or other laws or regulations 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, the PAL and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from the Specified Territory.

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

## QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the PAL, a Shareholder must have been registered as a member of the Company on Tuesday, 12 January 2016 and not be a Non-Qualifying Shareholder.

The Non-Qualifying Shareholders are Shareholders resident in Canada, New Zealand, Thailand, The Bahamas, and the US (the "Specified Territories"), except that a Shareholder resident in a Specified Territory who was registered as a member of the Company on the Record Date and who fulfils the requirements of an applicable exemption described in the section below headed "Limited category of persons in the Specified Territories who may be able to take up their rights under the Rights Issue" is regarded as a Qualifying Shareholder.

Arrangements will be made for the Rights Shares which would otherwise have been available to be taken up by Non-Qualifying Shareholders whose addresses as shown in the register of members of the Company on Tuesday, 12 January 2016 are in a Specified Territory, to be sold in the market in their nil-paid form as soon as practicable after dealings in the Rights Shares in their nil-paid form commence and before dealings in the Rights Shares in their nil-paid form end, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses and stamp duty, of more than HK\$100, will be paid to the Non-Qualifying Shareholders (pro-rata to their entitlements on Tuesday, 12 January 2016) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for its own benefit. Any unsold entitlement of such Non-Qualifying Shareholders to the Rights Shares, together with any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares and any unsold fractions of the Rights Shares (see the section headed "Fractional Entitlements" above) will be made available for excess applications on EAFs by Qualifying Shareholders. In respect of any Beneficial Owner who is resident in a Specified Territory who does not fulfil the Relevant Requirements to the satisfaction of the Company, and who holds his/her/its interest in Shares through a Registered Owner (and may include such Beneficial Owners holding interests in Shares through CCASS) having an address shown in the register of members of the Company on the Record Date which is not in the Specified Territory (a "Non-Qualifying Beneficial Owner"), the nil-paid Rights Shares which would otherwise have been available to be taken up by that Non-Qualifying Beneficial Owner will not be sold in the market and the relevant Non-Qualifying Beneficial Owner will not receive the proceeds of any such sale.

Receipt of the PAL and/or any other Prospectus Document 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 PAL and/or the other Prospectus Documents must be treated as sent for information purposes only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the PAL and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from the Specified Territory. If a PAL or EAF is received by any person in any such territory, or by his/her agent or nominee, he/she must seek to take up the rights referred to in the PAL or EAF or transfer the PAL (or apply for any excess Rights Shares under the EAF) unless the Company and the Underwriter determine that such actions would not involve applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward the PAL or any other Prospectus Document in, into or from the Specified Territory (whether under a contractual or legal obligation to do so) to a person in a Specified Territory who is not a Qualifying Shareholder, the Company and the Underwriter reserve the right to permit any Shareholder to take up his/her/its rights if the Company and the Underwriter, in their absolute discretion, are satisfied that the transaction in question would not result in a contravention of any registration or other legal requirement in any jurisdiction.

## LIMITED CATEGORY OF PERSONS IN THE SPECIFIED TERRITORIES WHO MAY BE ABLE TO TAKE UP THEIR RIGHTS UNDER THE RIGHTS ISSUE

The following limited category of persons in the Specified Territories may be able to take up their nil-paid Rights Shares and subscribe for the Rights Shares under the Rights Issue:

- The Company reserves its absolute discretion in determining whether to allow any participations in the Rights Issue as well as the identity of the persons who may be allowed to participate in any of the Specified Territories. Shareholders and Beneficial Owners in any of the Specified Territories may still participate in the Rights Issue, subject to the Company's absolute discretion, provided that such Shareholders and Beneficial Owners are able to provide the Company with evidence, to the Company's satisfaction, that they fulfil the relevant requirements in the relevant jurisdiction(s). For Beneficial Owners in any of the Specified Territories who want to participate in the Rights Issue, please contact your Intermediary to make the necessary arrangements.

## REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting the PAL, each subscriber of Rights Shares being offered and sold outside the US hereby represents and warrants to the Company and the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement that:

- he/she/it was a Shareholder on Tuesday, 12 January 2016, or he/she/it lawfully acquired or may lawfully acquire rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, exercise, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- subject to certain exceptions, he/she/it is not resident or located in the US;
- subject to certain exceptions, he/she/it is not accepting an offer to acquire, take up or exercise nil-paid Rights Shares or the fully-paid Rights Shares on a non-discretionary basis for a person who is resident or located in the US at the time the instruction to accept was given;
- he/she/it is acquiring the nil-paid Rights Shares and/or the fully-paid Rights Shares in an "offshore transaction" as defined in Regulation S under the US Securities Act;
- he/she/it has not been offered the Rights Shares by means of any "directed selling effort" as defined in Regulation S under the US Securities Act;
- he/she/it is not acquiring nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights Shares or the fully-paid Rights Shares into the US; and
- he/she/it understands that neither the nil-paid Rights Shares nor the fully-paid Rights Shares have been or will be registered under the US Securities Act or with any securities regulatory authority of any state, territory, or possession of the US and the nil-paid Rights Shares or the fully-paid Rights Shares are being distributed and offered outside the US in reliance on Regulation S under the US Securities Act. Consequently he/she/it understands the nil-paid Rights Shares or the fully-paid Rights Shares may not be offered, sold, pledged or otherwise transferred in or into the US, except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act.

Any Shareholder (or any transferees of nil-paid Rights Shares) 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 Company's satisfaction 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 Shares or the fully-paid Rights Shares from within a Specified Territory; (ii) such person is not in a Specified Territory or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares and/or the fully-paid 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 a Specified Territory at the time the instruction to accept or transfer was given; and (iv) such person is not acquiring the nil-paid Rights Shares and/or the fully-paid Rights Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any of the Rights Shares into a Specified Territory.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or any transfer or purported transfer of, the PAL if it: (a) appears to the Company to have been executed in, or despatched from a Specified Territory and the acceptance may involve a breach of the laws of the Specified Territory or the acceptance is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in a Specified Territory 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 (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations and warranties.

## GENERAL

Lodgement of the PAL with, relevant, the form of transfer and nomination 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 Registrar, Computershare Hong Kong Investor Services Limited, at 17MF, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.

All documents, including cheques for refund, 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 time are to Hong Kong time unless otherwise stated.

By completing, signing and submitting the PAL, you agree to disclose to the Company and/or its 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 the right to ascertain whether the Company or its 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 its 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 the Company, at its principal place of business at Unit 1, 4/F, Block B, Shatin Industrial Centre, 5-7 Yuen Shan Circuit, Shatin, New Territories, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Registrar.

By order of the Board  
Hanison Construction Holdings Limited  
Cha Mou Sing, Payson  
Chairman