

Form A
表格甲

Provisional Allotment Letter Number
暫定配額通知書編號

IMPORTANT
重要提示

Reference is made to the prospectus ("Prospectus") issued by UDL Holdings Limited ("Company") dated 21 September 2012 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

茲提述太元集團有限公司(「本公司」)就供股所刊發日期為二零一二年九月二十一日之供股章程(「供股章程」)。除文義另有所指外，本文件所用詞語與供股章程所界定者具有相同涵義。

If you are in any doubt about this document or as to the action to be taken or if you have sold all or part of your registered holdings of shares in the Company, you should obtain professional advice.

閣下對本文件或應採取之行動如有任何疑問或如閣下已售出名下登記持有之本公司全部或部分股份，應諮詢專業意見。

This document is valuable and transferable and requires your immediate attention. The offer contained in this document and the accompanying Excess Application Form expires at 4:00 p.m. on Tuesday, 9 October 2012.

本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附額外申請表格所載要約，於二零一二年十月九日星期二下午四時正結束。

The Stock Exchange and HKSCC take no responsibility for the contents of the Rights Issue Documents, make no representation as to their accuracy and expressly disclaim any liability whatsoever for any loss howsoever arising from and in reliance upon the whole or any part of the contents of the Rights Issue Documents.

聯交所及香港結算對供股文件之內容概不負責，對其準確性亦不發表任何聲明，並明確表示概不就因供股文件全部或部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement date of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣，未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份於聯交所開始買賣之日或香港結算決定之其他日期起，於中央結算系統寄存、結算及交收。聯交所參與者間於任何交易日之交易須於其後第二個交易日在中央結算系統交收。所有於中央結算系統進行之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。

A copy of each of the Rights Issue Documents, together with the consent letter of the Company's auditors, CCIF CPA Limited, has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance and a copy of each of the Rights Issue Documents has been filed with the Registrar of Companies in Bermuda as required under section 26 of the Companies Act 1981 of Bermuda. The Registrar of Companies in Hong Kong and the Registrar of Companies in Bermuda take no responsibility as to the contents of the Rights Issue Documents.

各供股文件連同本公司核數師陳葉馮會計師事務所有限公司之同意書已根據公司條例第342C條之規定，向香港公司註冊處處長登記；而各供股文件亦已遵照百慕達一九八一年公司法第26條，送呈百慕達公司註冊處處長存檔。香港公司註冊處處長及百慕達公司註冊處處長對供股文件之內容概不負責。

Branch share registrar and transfer office in Hong Kong:
Tricolor Tengis Limited
26th Floor
Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong



UDL HOLDINGS LIMITED
太元集團有限公司

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 620)

(股份代號：620)

Registered Office:
註冊辦事處：
Crawford House
4th Floor, 50 Cedar Avenue
Hamilton HM11
Bermuda

Principal place of business
in Hong Kong:
Room 702, 7th Floor
Aitken Vanson Centre
61 Hoi Yuen Road, Kwun Tong
Kowloon, Hong Kong
香港主要營業地點：
香港九龍
觀塘開源道61號
金米蘭中心
7樓702室

香港股份過戶登記分處：
卓佳登捷時有限公司
香港
灣仔
皇后大道東28號
金鐘中心26樓

RIGHTS ISSUE OF 68,073,121 RIGHTS SHARES OF HK\$0.50 EACH AT HK\$0.70 PER RIGHTS SHARE, PAYABLE IN FULL ON ACCEPTANCE (IN THE PROPORTION OF ONE RIGHTS SHARE FOR EVERY THREE CONSOLIDATED SHARES HELD) BY NO LATER THAN 4:00 P.M. ON TUESDAY, 9 OCTOBER 2012

供股

按每股供股股份港幣0.70元發行68,073,121股
每股面值港幣0.50元之供股股份，股款須於接納時
(最遲於二零一二年十月九日星期二下午四時正前)繳足，
基準為每持有三股合併股份可獲發一股供股股份

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

Box A
甲欄

Box B
乙欄

Box C
丙欄
HK\$ 港幣元

Total number of Consolidated Shares registered in your name(s) on Thursday, 20 September 2012
於二零一二年九月二十日星期四閣下名下登記合併股份總數

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Tuesday, 9 October 2012
暫定配發予閣下之供股股份總數，股款須於二零一二年十月九日星期二下午四時正前接納時繳足

Total subscription monies payable
應繳認購款項總額

To accept this provisional allotment in full, you must lodge this document intact with the Company's branch share registrar and transfer office in Hong Kong, Tricolor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars (or such other mode of payment as maybe agreed between the Company and you) for the amount shown in Box C above so as to be received by no later than 4:00 p.m. on Tuesday, 9 October 2012. 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 "UDL HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances (or such other mode of payment as maybe agreed between the Company and you).

閣下如欲接納此項暫定配額，須將本文件整份連同以港幣繳付上列時額所示款項(連本公司與閣下可能同意之其他付款方式)，於二零一二年十月九日星期二下午四時正前，送抵本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘中心26樓。支票須以香港持牌銀行戶口開出，或銀行本票須由香港持牌銀行發出，並註明抬頭人為「UDL HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」，並須以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及拆分之指示載於背頁，而繳款(連本公司與閣下可能同意之其他付款方式)將不會獲發收條。

It should be noted that the Underwriter reserves the right to terminate its obligations under the Underwriting Agreement on the occurrence of certain events. The Underwriter may terminate its commitment under the Underwriting Agreement prior to the Latest Time for Termination if prior to the Latest Time for Termination: (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or its 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, 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole, or (d) there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the shares of the Company generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of this paragraph includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or (3) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter be material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue. If the Underwriting Agreement is terminated by the Underwriter on or before the Latest Time for Termination or does not become unconditional, the Rights Issue will not proceed.

務請注意，包銷商保留權利於發生若干事件時終止其於包銷協議項下之責任。倘於終止最後時限前出現以下情況，包銷商可於終止最後時限前終止其於包銷協議項下承諾：(1)包銷商合理認為，以下各項將對供股成功進行構成重大負面影響：(a)引入任何新規則或現行法例或規則(或有關法例詮釋)出現任何變動或出現其他任何性質之變動，而包銷商可能合理認為對本集團整體業務或財政或營運狀況或前景構成重大負面影響；或(b)出現任何地區、國家或國際政治、軍事、金融、經濟或其他性質之事件或變動(不論是否構成包銷協議日期前及/或後出現或持續之一連串事件或變動之部分)，或任何地區、國家或國際間爆發敵對衝突或軍事衝突或有關敵對衝突或軍事衝突升級，或影響當地證券市場之事件或變動，而包銷商合理認為對本集團整體業務或財政或營運狀況或前景構成重大負面影響；或(c)本集團整體業務或財政或營運狀況或前景出現任何重大不利變動；或(d)因特殊金融情況或其他原因出現或對於聯交所買賣之本公司股份普遍實施禁售、暫停買賣或重大限制；或(2)市況出現任何重大不利變動，包括但不限於財政或貨幣政策或外匯或貨幣市場出現變動；證券暫停或限制買賣；貨幣狀況出現變動(就本段而言包括港幣價值與美元利率合算貨幣價值掛鈎之制度出現變動)，而包銷商合理認為繼續進行供股屬不宜或不智；或(3)已刊發之供股章程載有本公司並未於包銷協議日期前公佈或發行有關本集團業務前景或狀況或遵守任何法例或上市規則或任何適用規例之資料，而包銷商合理認為該等資料於供股完成後對本集團整體重大，且極可能對供股之成功構成重大負面影響。倘包銷商於終止最後時限或之前終止包銷協議或包銷協議未能成為無條件，則供股將不會進行。

It should be noted that the Consolidated Shares have been dealt in on an ex-gratis basis since Monday, 17 September 2012 and that the Rights Shares will be dealt in their nil-paid form from Tuesday, 25 September 2012 to Thursday, 4 October 2012 (both days inclusive). Such dealings will take place whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the Consolidated Shares up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be 4:00 p.m. on Friday, 12 October 2012), or in the Rights Shares in their nil-paid form during the period from Tuesday, 25 September 2012 to Thursday, 4 October 2012 (being the first and last days of dealings in the nil-paid Rights Shares respectively), will accordingly bear the risk that the Rights Issue will not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing Consolidated Shares and/or Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is advised to consult his/her/its professional adviser.

務請注意，合併股份自二零一二年九月十七日星期一起以除權基準買賣。供股股份將於二零一二年九月二十五日星期二至二零一二年十月四日星期四(包括首尾兩日)期間以未繳股款方式買賣。該等買賣將於供股條件仍未達成時進行。擬於供股所有條件達成之日(預期為二零一二年十月十二日星期五下午四時正)前買賣合併股份之任何股東或其他人士，或於二零一二年九月二十五日星期二至二零一二年十月四日星期四(即買賣未繳股款供股股份之日及最後一日)買賣未繳股款供股股份之任何股東或其他人士，須承受供股不一定成為無條件或不一定進行之風險。建議於該期間買賣合併股份及/或未繳股款供股股份之股東或其他人士應徵詢彼等之專業顧問。

IN THE EVENT OF A TRANSFER OF RIGHTS, 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 HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納從價印花稅。在本文件登記之前，須出示已繳納香港從價印花稅之證明。

Form B

表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to the Rights Shares comprised herein)
(僅供擬全數轉讓其/彼等於本表格所涉及供股股份之權利之合資格股東填寫及簽署)

To: The Directors
UDL Holdings Limited
致：太元集團有限公司
列位董事

Dear Sirs:
I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：
本人/吾等茲將本暫定配額通知書所列本人/吾等可認購供股股份之權利轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) (all joint Shareholders must sign) 簽署 (所有聯名股東均須簽署)

Date 日期：_____ 2012

Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

附註：轉讓閣下可認購有關供股股份之權利須繳納香港印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has been transferred)
(僅供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
UDL Holdings Limited

致：太元集團有限公司
列位董事

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) and I/we agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：
本人/吾等謹請閣下將表格甲中乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及公司細則之限制下接納該等股份。

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

To be completed in block letters in ENGLISH . Joint applicants should give one address only. 請用英文大楷填寫。聯名申請人只須填報一個地址。			
Name in English 英文姓名	Family name 姓氏	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or names of joint applicants 續姓名及/或聯名申請人姓名 (if required) (如有需要)			
Address (joint applicants should give one address only) 地址 (聯名申請人只須填報一個地址)			
Occupation 職業			Tel. no. 電話號碼
Dividend instructions 派息指示			
Name & address of bank 銀行名稱及地址			Bank account no. 銀行戶口號碼
	Account type 賬戶類別		For office use only 公司專用

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 日期：_____ 2012

Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.

附註：閣下接納可認購供股股份之權利須繳納香港印花稅。



太元

UDL HOLDINGS LIMITED

太元集團有限公司

(incorporated in Bermuda with limited liability)

(Stock Code: 620)

21 September 2012

Dear Qualifying Shareholder(s),

Reference is made to the prospectus ("Prospectus") issued by UDL Holdings Limited ("Company") dated 21 September 2012 in relation to the Rights Issue. In accordance with the terms and subject to the conditions set out in the Prospectus, accompanying this document, despatched to the Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every three Consolidated Shares registered in your name(s) on the register of members of the Company as at the close of business on the Record Date (i.e. Thursday, 20 September 2012). Your holding of Consolidated Shares as at the close of business on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context indicates otherwise.

Arrangements will be made for Rights Shares, which would otherwise have been provisionally allotted to the Excluded Shareholders in nil-paid form, to be sold as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, (less expenses) of HK\$100 or more will be paid to the Excluded Shareholders in Hong Kong dollars pro rata to their respective shareholding. The Company will keep individual amounts of less than HK\$100 for its own benefit. Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders, using the accompanying Excess Application Form.

The Rights Shares, when allotted and fully paid, will rank pari passu with the shares of the Company then in issue in all respects. Holders of such Right Shares will be entitled to receive all future dividends and distributions which are declared after the date of allotment and issue of the Rights Shares.

The Rights Issue Documents have not been and will not be registered or filed under the applicable securities or equivalent legislation of any jurisdiction other than Hong Kong and Bermuda. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving the Prospectus or a Provisional Allotment Letter or an Excess Application Form in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for the Rights Shares will be accepted from any Excluded Shareholders. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so it would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriter reserves the right to terminate its obligations under the Underwriting Agreement on the occurrence of certain events. The Underwriter may terminate its commitment under the Underwriting Agreement prior to the Latest Time for Termination if prior to the Latest Time for Termination: (1) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or 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, 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or (c) any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or (d) there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the shares of the Company generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of this paragraph includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or (3) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of the Underwriter is material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue. If the Underwriting Agreement is terminated by the Underwriter on or before the Latest Time for Termination or does not become unconditional, the Rights Issue will not proceed.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment in full, you must lodge the whole of this Provisional Allotment Letter intact with Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, together with a remittance (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Tuesday, 9 October 2012. This will constitute acceptance of the provisional allotment and entitlement on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum of association and the bye-laws of the Company. All remittances must be made in Hong Kong dollars and 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 "UDL HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances (or such other mode of payment as maybe agreed between the Company and you).

It should be noted that unless this Provisional Allotment Letter duly completed, together with the appropriate remittance shown in Box C (or such other mode of payment as maybe agreed between the Company and you), has been lodged as described above by no later than 4:00 p.m. on Tuesday, 9 October 2012, whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlement hereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application on Excess Application Forms by Qualifying Shareholders. The Company may (at its sole discretion) treat a Provisional Allotment Letter 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.

Completion and return of this Provisional Allotment Letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong and Bermuda, in connection with the Provisional Allotment Letter and any acceptance of it, have been, or will be, duly complied with. Please note that no provisional allotment of Rights Shares has been made to the Excluded Shareholders and no Provisional Allotment Letter or Excess Application Form has been sent to them.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the accompanying form of transfer and nomination (Form B) as indicated thereon and hand this Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this Provisional Allotment Letter intact together with a remittance (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable on acceptance as set out in Box C with Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Tuesday, 9 October 2012. All remittances must be in Hong Kong dollars and 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 "UDL HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". 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 and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or wish to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, the entire Provisional Allotment Letter must be surrendered by no later than 4:00 p.m. on Thursday, 27 September 2012 to Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, which will cancel the entire Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying Excess Application Form as indicated thereon and lodge it, together with a separate remittance (or such other mode of payment as maybe agreed between the Company and you) for the amount payable on application in respect of the excess Rights Shares applied for with Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Tuesday, 9 October 2012. All remittances must be made 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 "UDL HOLDINGS LIMITED - EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances (or such other mode of payment as maybe agreed between the Company and you).

The Board will allocate the excess Rights Shares at its sole discretion but on a fair and equitable basis as far as practicable.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a Provisional Allotment Letter with a cheque and/or a cashier's order, whether by you or by any nominated transferee, will constitute a warranty by the applicant that the cheque and/or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque and/or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlement given pursuant to which will be deemed to have been declined and will be cancelled. The amount tendered for subscription, in full without interest, will be sent by ordinary post at your own risk to your registered address, or other person(s) entitled thereto on or before Wednesday, 17 October 2012.

SHARE CERTIFICATES

It is expected that share certificates for the fully-paid Rights Shares will be posted by ordinary post by Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, to those entitled thereto at their own risk to their registered addresses on or before Wednesday, 17 October 2012. You will receive one share certificate for the entitlement to Rights Shares in fully-paid form.

GENERAL

Lodgement of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it 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 split Provisional Allotment Letters and/or the share certificates for Rights Shares.

This Provisional Allotment Letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong. Copies of the Prospectus giving details of the Rights Issue are available at Tricor Tengis Limited, the Company's branch share registrar and transfer office in Hong Kong, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.

Yours faithfully,
For and on behalf of
UDL Holdings Limited
Leung Yu Oi Ling, Irene
Chairman



太元

UDL HOLDINGS LIMITED

太元集團有限公司

(於百慕達註冊成立之有限公司)
(股份代號: 620)

敬啟者：

茲提述太元集團有限公司(「本公司」)就供股所刊發日期為二零一二年九月二十一日之供股章程(「供股章程」)。根據隨本文件送交股東之供股章程所載條款及條件，董事已按記錄日期(即二零一二年九月二十日星期四)營業時間結束時，本公司股東名冊所示，閣下名下每三股合併股份獲配發一股供股股份之比例，向閣下暫定配發供股股份。閣下於記錄日期營業時間結束時所持有合併股份數目列於甲欄，而暫定配發予閣下之供股股份數目則列於乙欄。除文義另有所指外，本函件所用詞語之定義與供股章程所採用者相同。

未繳股款供股股份開始買賣後，在扣除開支後可取得溢價之情況下，本公司將於實際可行情況下盡快作出安排，出售原應暫定配發予除外股東之未繳股款供股股份。扣除開支後，港幣100元或以上之出售所得款項將按彼等各自之持股量，以港幣支付予有關除外股東，惟港幣100元以下之個別款額將撥歸本公司。原應暫定配發予除外股東但並未售出之供股股份及已暫定配發但不獲接納之供股股份，可供合資格股東，以隨附額外申請表格申請認購。

供股股份於配發及繳足股款後，將在各方面與當時現有已發行之本公司股份享有同等權益。有關供股股份持有人將有權收取配發及發行供股股份日期後宣派之一切股息及分派。

除於香港及百慕達外，供股文件並無及將不會根據任何司法權區之適用證券法或對等法例登記或存案。因此，並無採取行動致使供股於香港以外任何地區獲得批准。除非在該地區毋須遵守任何登記規定或其他法律或監管規定而可合法作出建議或邀請，否則任何香港以外地區接獲供股章程或暫定配額通知書或額外申請表格之人士，概不得視之為申請認購供股股份或額外供股股份之建議或邀請。香港境外人士如有意申請供股股份，於獲得認購暫定配發供股股份之權利前，須自行遵守一切有關地區之法律或規則(包括取得政府或其他機構同意及支付當地或有關司法權區任何稅項、徵費及其他須繳付款項)。除外股東之供股股份申請將不獲受理。倘本公司認為任何認購供股股份之申請違反任何司法權區之適用證券法或其他法例或規則，則有權拒絕受理有關申請。

終止包銷協議

務請注意，包銷商保留權利於發生若干事件時終止其於包銷協議項下之責任。倘於終止最後時限前出現以下情況，包銷商可於終止最後時限前終止其於包銷協議項下承諾：(1) 包銷商合理認為，以下各項將對供股成功進行構成重大負面影響：(a) 引入任何新規則或現行法例或規則(或有關法定詮釋)出現任何變動或出現其他任何性質之變動，而包銷商可能合理認為對本集團整體業務或財政或營運狀況或前景構成重大負面影響，或對供股情況構成重大負面影響；或(b) 出現任何地區、國家或國際政治、軍事、金融、經濟或其他性質之事件或變動(不論是否構成包銷協議日期前及/或後出現或持續之一連串事件或變動之部分)，或任何地區、國家或國際間爆發敵對衝突或軍事衝突或有關敵對衝突或軍事衝突升級，或影響當地證券市場之事件或變動，而包銷商合理認為對本集團整體業務或財政或營運狀況或前景構成重大負面影響；或(c) 本集團整體業務或財政或營運狀況或前景出現任何重大不利變動；或(d) 因特殊金融情況或其他原因出現或對於聯交所買賣之本公司股份普遍實施禁售、暫停買賣或重大限制；或(2) 市況出現任何重大不利變動，包括但不限於財政或貨幣政策或外匯或貨幣市場出現變動；證券暫停或限制買賣；貨幣狀況出現變動(就本段而言包括港幣價值與美元堅固貨幣價值掛鈎之制度出現變動)，包銷商合理認為繼續進行供股屬不宜或不智；或(3) 已刊發之供股章程載有本公司並未於包銷協議日期前公佈或刊發有關本集團業務前景或狀況或遵守任何法例或上市規則或任何適用規則之資料，而包銷商合理認為該等資料於供股完成後對本集團整體屬重大，且極可能對供股之成功構成重大負面影響。倘包銷商於終止最後時限或之前終止包銷協議或包銷協議未能成為無條件，則供股將不會進行。

接納及付款手續

閣下如全數接納暫定配額，須將本暫定配額通知書整份連同丙欄所示接納時應繳付之全部款項(或本公司與閣下可能同意之其他付款方式)，於二零一二年十月九日星期二下午四時正前送抵本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。辦妥上述手續即表示已按本暫定配額通知書與供股章程之條款，並在本公司組織章程大綱及公司細則之規限下，接納暫定配額。所有股款須以港幣支付，支票須以香港持牌銀行賬戶開出，而銀行本票須由香港持牌銀行發出，註明抬頭人為「UDL HOLDINGS LIMITED – RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。繳款(或本公司與閣下可能同意之其他付款方式)將不會獲發出收據。

謹請留意，填妥之暫定配額通知書連同丙欄所示合適股款(或本公司與閣下可能同意之其他付款方式)，須如上文所述於二零一二年十月九日星期二下午四時正前由原承配人或任何已有效承讓權利之人士送達，否則此等暫定配額及一切有關權利及配額，將被視作放棄並以取消，而有關供股股份將會供合資格股東以額外申請表格申請。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交表格之人士具約束力，即使該等人士並未依照有關指示填妥表格。

填妥及交回本暫定配額通知書即表示向本公司作出保證及聲明，已經或將會妥為遵守有關暫定配額通知書及有關接納之香港及百慕達以外所有有關地區一切登記、法律及監管規定。謹請留意，除外股東概無獲得任何供股股份之暫定配額，亦不會獲寄發任何暫定配額通知書或額外申請表格。

轉讓

閣下如欲向他人轉讓全部認購所獲暫定配發供股股份之權利，則必須填妥及簽署隨附轉讓及提名表格(表格乙)，並將本暫定配額通知書交予閣下認購權之承讓人或轉讓經手人。承讓人須按其指示填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之款項(或本公司與閣下可能同意之其他付款方式)，於二零一二年十月九日星期二下午四時正前，送達本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港幣支付，支票須以香港持牌銀行賬戶開出，而銀行本票須由香港持牌銀行發出，註明抬頭人為「UDL HOLDINGS LIMITED – RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。謹請留意，轉讓閣下認購有關供股股份權利及承讓人接納有關權利，須繳納香港印花稅。

分拆認購權

閣下如欲只接納部分暫定配額，或轉讓根據暫定配額通知書獲暫定配發之部分供股股份認購權，或向超過一名人士轉讓所持權利，則必須於二零一二年九月二十七日星期四下午四時正前，將整份暫定配額通知書交回本公司香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，股份過戶登記分處將會註銷整份暫定配額通知書，並按所需數目發出多份新暫定配額通知書。

額外供股股份

閣下如屬合資格股東而欲申請認購暫定配發予閣下以外之任何供股股份，務請按其中指示填妥及簽署隨附額外供股股份申請表格，並連同所申請認購額外供股股份須另行支付之股款(或本公司與閣下可能同意之其他付款方式)，於二零一二年十月九日星期二下午四時正前，交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港幣支付，支票必須以香港持牌銀行賬戶開出，而銀行本票須由香港持牌銀行發出，註明抬頭人為「UDL HOLDINGS LIMITED – EXCESS APPLICATION ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。繳款(或本公司與閣下可能同意之其他付款方式)將不會獲發出收據。

董事會將全權酌情及盡可能按公正平衡之基準分配額外供股股份。

支票及銀行本票

所有支票及銀行本票將於接獲後隨即過戶，而有關款項產生之所有利息將撥歸本公司。填妥及交回本暫定配額通知書連同支票及/或銀行本票(不論由閣下或任何獲提名承讓人交回)，即表示申請人保證該支票及/或銀行本票將於首次過戶時兌現。倘隨附支票及/或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何有關暫定配額通知書之權利，但不影響本公司之其他有關權利。在此情況下，有關暫定配額及據此給予之一切有關權利將被視作放棄及將予取消。認購時所付款項將全數不計利息，於二零一二年十月十七日星期三或之前，以平郵按閣下之登記地址寄出或寄交其他有權收取款項之人士，郵誤風險由閣下承擔。

股票

預期繳足股款供股股份之股票，將於二零一二年十月十七日星期三或之前，由本公司之香港股份過戶登記分處卓佳登捷時有限公司，以平郵按有權收取股票人士之登記地址寄出，郵誤風險概由彼等自行承擔。閣下將就繳足供股股份配額收取一份股票。

一般事項

倘本暫定配額通知書連同(如適用)由獲發本暫定配額通知書之人士簽署之轉讓及提名表格一併交回，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆認購權後之暫定配額通知書及/或供股股份股票。

本暫定配額通知書及任何接納本通知書所載建議均受香港法例監管，並按其詮釋。載有供股詳情之供股章程，可於本公司香港股份過戶登記分處卓佳登捷時有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

此致

列位合資格股東 台照

代表
太元集團有限公司
主席
梁余愛雯
謹啟

二零一二年九月二十一日