



IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT. 在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，饋贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

Form B  
表格乙

FORM OF TRANSFER AND NOMINATION  
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Share(s) comprised herein)  
(僅供有意轉讓彼/彼等全部認購本表格所列供股股份之權利之合資格股東填寫及簽署)

To : The Directors  
New Environmental Energy Holdings Limited

致 : 新環保能源控股有限公司  
列位董事 台照

Dear Sirs,  
I/We\* hereby transfer all 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/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_ 2013

\* Delete as appropriate

\* 刪去不適用者

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

日期：二零一三年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

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 Share(s) has/have been transferred)  
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To : The Directors  
New Environmental Energy Holdings Limited

Dear Sirs,  
I/We\* request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our\* name(s) and I/we\* agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：  
本人/吾等\*謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等\*名下，本人/吾等\*同意按照本暫定配發通知書及隨附之供股章程所載之條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

此致  
新環保能源控股有限公司  
列位董事 台照

Existing Shareholder(s)  
please mark "X" in this box  
現有股東請在欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.  
請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。  
For Chinese applicant, please provide your name in both English and Chinese.  
中國籍申請人請同時填寫中、英文姓名。

Name of applicant in English 申請人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name(s) of joint applicants in English (if applicable) 聯名申請人姓名(如適用)			
Address in English 英文地址			
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 no. 銀行賬戶號碼		

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: \_\_\_\_\_ 2013

日期：二零一三年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

\* Delete as appropriate

\* 刪去不適用者



## NEW ENVIRONMENTAL ENERGY HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)  
(Stock Code : 03989)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "**Prospectus**") issued by New Environmental Energy Holdings Limited (the "**Company**") dated 14 June 2013 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings in this PAL unless the context indicates otherwise. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of three Rights Share for every two existing Shares registered in your name on the register of members of the Company on the Record Date (i.e. Thursday, 13 June 2013). Your holding of the Shares 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.

Any Rights Shares provisionally allotted, but not accepted, will be available for excess applications by the Qualifying Shareholders using the accompanying EAF.

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

The Rights Issue Documents have not been registered or filed under the applicable securities laws or equivalent legislation of any jurisdiction other than Hong Kong.

It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of the relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such jurisdictions, in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. The Company reserves the right to refuse to accept any acceptances of or applications for the Rights Shares where it believes that doing so would violate applicable securities or other laws or regulations of any territory or jurisdiction.

### TERMINATION OF THE UNDERWRITING AGREEMENT

The Rights Issue is conditional upon the fulfillment and/or (in respect of concern conditions) waiver of the conditions as set out in the section headed "Conditions of the Rights Issue" of the "Letter from the Board" in the Prospectus.

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing, the ability to terminate its obligations under the Underwriting Agreement on the occurrence of certain events. The Underwriter may terminate its commitment under the Underwriting Agreement at any time prior to the Latest Time for Termination if:

(a) there shall develop, occur, exist or come into effect:

- (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other place in which any member of the Group conducts or carries on business; or
- (ii) any local, national or international event or change 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; or
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic or threatened epidemic, terrorism, strike or lock-out; or
- (iv) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances; or
- (v) the occurrence of any event, or series of events, beyond the control of the Underwriter;

which, in the reasonable opinion of the Underwriter:

- (1) is or will or is likely to have a material adverse effect on the business or financial condition of the Group as a whole or the Rights Issue; or
- (2) has or will have or is likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or
- (3) makes it inadvisable or inexpedient for the Company to proceed with the Rights Issue; or

(b) there comes to the notice of the Underwriter:

- (i) any matter or event showing any of the warranties when given, untrue or misleading or as having been breached in any respect; or
  - (ii) any breach by any of the other parties to the Underwriting Agreement of any of their respective obligations or undertakings under the Underwriting Agreement,
- then and in any such case the Underwriter may, upon giving notice to the Company terminate the Underwriting Agreement with immediate effect.

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.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The Shares have been dealt in on an ex-rights basis from Tuesday, 4 June 2013. Dealings in the Rights Shares in nil-paid form will take place from Tuesday, 18 June 2013 to Tuesday, 25 June 2013 (both days inclusive). If the conditions of the Rights Issue are not fulfilled and/or waived (where applicable) on or before the Latest Time for Termination (or such later time and/or date as the Company and the Underwriter may determine), or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed, and are recommended to consult their own professional advisers.

### PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original PAL intact with the Company's Hong Kong branch share registrar, Tricor Investor Services Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Company's Hong Kong branch share registrar by no later than 4:00 p.m. on Friday, 28 June 2013. This will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques and cashier's order must be made payable to "New Environmental Energy Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company's Hong Kong branch share registrar at the above address.

It should be noted that unless this PAL, duly completed, together with the appropriate remittance as shown in Box C, has been received in the manner as described above by no later than 4:00 p.m. on Friday, 28 June 2013, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder 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.

### TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you under the PAL, you must complete and sign the form of transfer and nomination (Form B), and hand this original PAL to the person(s) to or through whom you are transferring your rights under the PAL. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with Tricor Investor Services Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by Tricor Investor Services Limited by no later than 4:00 p.m. on Friday, 28 June 2013. 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 "New Environmental Energy Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". It should be noted that 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.

### SPLITTING

If you wish to accept only part of or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, this original PAL must be surrendered and lodged for cancellation by not later than 4:00 p.m. on Thursday, 20 June 2013 to Tricor Investor Services Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong which will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the same place on the second Business Day after your surrender of the original PAL.

### FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated and sold in the market and, if a premium (net of expenses) can be achieved, the Company will keep the net proceeds for its own benefit. Any unsorted fractions of Rights Shares will be available for excess application.

### EXCESS RIGHTS SHARES

Qualifying Shareholders are entitled to apply, by way of excess application, for any unsorted Rights Shares created by adding together fractions of nil-paid Rights Shares and any nil-paid Rights Shares provisionally allotted but not accepted. Applications for excess Rights Shares may be made by completing the EAFs and lodging the same with a separate remittance for the excess Rights Shares being applied for.

Shareholders with their Shares held by a nominee company (or which are held with CCASS) should note that the Board will regard the nominee company (including HKSCC Nominees Limited) as a single Shareholder according to the register of members of the Company. Accordingly, Shareholders should note that the above arrangement in relation to the allocation of the excess Rights Shares will not be extended to beneficial owners individually.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his provisional allotment, he must complete and sign the enclosed EAF in accordance with the instructions printed on the EAF and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with Tricor Investor Services Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Friday, 28 June 2013 or such later time and/or dates as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier's orders issued by, a licensed bank in Hong Kong and made payable to "New Environmental Energy Holdings Limited Account – Excess Application Account" crossed "Account Payee Only". Tricor Investor Services Limited will notify the relevant Qualifying Shareholders of any allotment of excess Rights Shares made to them. An announcement of results of acceptance of and excess applications for the Rights Issue will be published on Friday, 5 July 2013.

### CHEQUES AND CASHIER'S ORDER

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. Any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to being rejected. Completion and return of a PAL with a cheque and/or cashier's order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights under the provisional allotment will be deemed to have been declined and will be cancelled. Subject to the fulfillment of the conditions of the Rights Issue, refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Monday, 8 July 2013.

### SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by ordinary mail by Tricor Investor Services Limited to those Qualifying Shareholders who have paid for and accepted the Rights Shares at their risk to their registered addresses on or before Monday, 8 July 2013.

You will receive one certificate for all the Rights Shares issued to you.

### GENERAL

Lodgment of this PAL 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 PALs and/or the certificates for Rights Shares.

This PAL and any acceptance of the offer contained therein shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Investor Services Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, Tricor Investor Services Limited and/or 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 Tricor Investor Services Limited 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 Tricor Investor Services Limited 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 in Hong Kong at Unit 1613-1618, 16/F, Bank of America Tower, 12 Harcourt Road, Central, 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) Tricor Investor Services Limited at its address set out above.

Yours faithfully,

for and on behalf of

New Environmental Energy Holdings Limited  
Yu Chang Jian  
Chairman



## NEW ENVIRONMENTAL ENERGY HOLDINGS LIMITED 新環保能源控股有限公司

(於開曼群島註冊成立的有限公司)  
(股份代號: 03989)

敬啟者:

茲提述新環保能源控股有限公司(「本公司」)就供股所刊發日期為二零一三年六月十四日之供股章程(「供股章程」)。除文義另有所指外,於供股章程所界定之詞彙於本暫定配額通知書中具相同涵義。根據本文件寄發予合資格股東之供股章程內所載之條款及條件,董事已按記錄日期(即二零一三年六月十三日星期四)在本公司股東名冊登記於閣下名下每兩股現有股份獲發三股供股股份之基準,向閣下暫定配發供股股份。閣下於記錄日期所持有之股份數目列於甲欄,而暫定配發予閣下之供股股份數目則列於乙欄。

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之額外申請表格額外申請認購。

供股股份於配發、發行及繳足股款後將在各方面與當時已發行股份享有同等權益,即該等供股股份之持有人將有權收取於供股股份配發及發行日期當日或以後所宣派、作出或支付之所有日後股息及分派。供股文件並未根據香港以外任何司法權區之適用證券法例或等同法例登記或存檔。

香港境外之任何人士如欲申請認購供股股份,有責任自行遵守有關司法權區之法律及法規,包括取得任何政府批准或其他同意,以及就此繳納該司法權區規定須支付之任何稅項及課稅。任何人士一旦接納供股股份之要約,將被視為向本公司聲明及保證已全面遵守該等當地法律及規定。倘本公司認為接納或申請供股股份可能違反任何地區或司法權區之適用證券或其他法律或法規,則本公司保留權利拒絕受理接納或申請供股股份。

### 終止包銷協議

供股有待供股章程「董事會函件」中「供股之條件」一節所述之條件達成及/或(就有關條件而言)獲豁免後方可作實。

包銷協議載有條文,授予包銷商權利,可於發生若干事件之情況下發出書面通知終止其於包銷協議項下之責任。倘出現以下情況,包銷商可於最後終止時限前任何時間終止其於包銷協議項下之承諾:

(a) 以下情況將會出現、發生、存在或生效:

- 香港或本集團任何成員公司經營或從事業務所在任何其他地方之任何法院或其他主管機關頒佈任何新法律或法規,或更改現行法律或法規,或有關法律或法規之詮釋或應用有變;或
- 任何本地、國家或國際之政治、軍事、財政、經濟或其他性質之事件或變動,或任何本地、國家或國際之敵對衝突或武裝衝突爆發或升級,或當地證券市場受到影響;或
- 任何天災、戰爭、暴動、暴亂、騷動、火災、水災、爆炸、疫症或疫症威脅、恐怖活動、罷工或停工;或
- 因特殊金融狀況而全面禁止、暫停或嚴重限制聯交所之一般證券交易;或
- 發生屬包銷商控制範圍以外之任何事件或連串事件;

而包銷商合理認為上述情況:

- 會或將會或可能會對本集團之整體業務或財務狀況或供股有重大不利影響;或
- 經已或將會或可能會對供股成功與否或供股股份之認購數量有重大不利影響;或
- 令本公司進行供股變得不可行或不智;或

(b) 包銷商得悉:

- 任何事情或事件顯示保證於作出時在任何方面屬失實或構成誤導或已遭違反;或
- 包銷協議之任何其他訂約方違反彼等各自於包銷協議項下之任何責任或承諾,而上述任何情況下,包銷商可向本公司發出通知即時終止包銷協議。

倘若包銷協議由包銷商於最後終止時限或之前終止,或未能成為無條件,則供股將不會進行。

股東及潛在投資者於買賣股份時務須審慎行事。

股份已由二零一三年六月四日星期二起按除權基準買賣,未繳股款供股股份則於二零一三年六月十八日星期二至二零一三年六月二十五日星期二(首尾兩天包括在內)止期間買賣。倘於最後終止時限(或本公司與包銷商可能釐定之較後時間及/或日期)或之前,供股之條件未能達成及/或豁免(如適用),或包銷商終止包銷協議,供股將不會進行。

有意買賣股份或未繳股款供股股份之股東或其他人士須因而承擔供股未能成為無條件或未能落實進行的風險,故建議彼等諮詢自身之專業顧問。

### 接納及付款手續

閣下如欲接納全部暫定配額及享有權,須將本原有暫定配額通知書整份連同丙欄所示接納時應繳之全部款項,於二零一三年六月二十八日星期五下午四時正前送交本公司之香港股份過戶登記分處卓佳證券登記有限公司,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,並在本公司之公司組織章程大綱及細則之規限下接納暫定配額及享有權。所有股款須以港元支付,並在香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「New Environmental Energy Holdings Limited - Rights Issue Account」,並以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。所有關於本暫定配額通知書之查詢應寄予本公司之香港股份過戶登記分處(地址見上文)。

敬請注意,除非非正式填妥之暫定配額通知書連同丙欄所示之適當股款已如上文所述方式於二零一三年六月二十八日星期五下午四時正前由原本獲配發人或任何獲有效承讓供股股份認購權之人士送達,否則閣下之暫定配額及一切有關權利及享有權將視作已被放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性,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)。

### 轉讓

閣下如欲將下述認購根據暫定配額通知書暫定配發予閣下之供股股份之權利全部轉讓他人,則必須填妥及簽署轉讓及提名表格(表格乙),並將本原有暫定配額通知書交予閣下認購權之受讓人或轉讓經手人。受讓人須填妥及簽署登記申請表格(表格丙),並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之款項於二零一三年六月二十八日星期五下午四時正前送達卓佳證券登記有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港元支付,並在香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付,註明抬頭人為「New Environmental Energy Holdings Limited - Rights Issue Account」並以「只准入抬頭人賬戶」方式劃線開出。敬請留意,有關供股股份之權利轉讓予受讓人及受讓人接納有關權利時須支付印花稅。

### 分拆認購權

倘閣下僅有意接納或轉讓閣下認購暫定配發之供股股份之部份權利或轉讓閣下之權利予一名以上之人士,則本原有之暫定配額通知書必須於二零一三年六月二十日星期四下午四時正前,交回卓佳證券登記有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓,以便註銷本原有之暫定配額通知書及按所要求之面額發出新暫定配額通知書,該等新暫定配額通知書可於閣下交回原有之暫定配額通知書後第二個營業日於同一地點領取。

### 零碎供股股份

本公司不會暫定配發供股股份碎股。供股股份之所有碎股將會彙集及於市場出售,倘扣除開支後能取得溢價,所得款項淨額將撥歸本公司所有。任何未出售之供股股份碎股將可供額外申請認購。

### 額外供股股份

合資格股東有權透過額外申請,申請由零碎未繳股款供股股份湊合產生之任何未售出供股股份,以及暫定配發但不獲接納之任何未繳股款供股股份。申請人可填妥額外申請表格及就其申請之額外供股股份另付股款,申請額外供股股份。

股份由代理人公司持有(或由中央結算系統持有)之股東謹請注意,董事會將根據本公司股東名冊視該代理人公司(包括香港中央結算(代理人)有限公司)為單一股東。因此,股東謹請注意,上述有關分配額外供股股份之安排將不會擴展至個別實益擁有人。

合資格股東如欲申請認購其暫定配發以外之任何供股股份,則必須依照額外申請表格所載指示填妥及簽署該表格,並最遲於二零一三年六月二十八日星期五下午四時正或本公司與包銷商可能協定之較後時間及/或日期,連同就申請額外供股股份須於申請時另行支付的股款一併交回香港股份過戶登記分處卓佳證券登記有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港元支付,並須以香港持牌銀行的銀行戶口開出的支票或由香港持牌銀行發出的銀行本票支付,註明抬頭人為「New Environmental Energy Holdings Limited - Excess Application Account」,以及「只准入抬頭人賬戶」劃線方式開出。卓佳證券登記有限公司將通知相關合資格股東獲配發的任何額外供股股份。本公司將於二零一三年七月五日星期五刊發有關供股接納及額外申請結果之公告。

### 支票及銀行本票

全部支票及銀行本票於接獲後將立即過戶,而有關款項所產生之所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現,則任何有關之暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論閣下或任何獲提名受讓人交回),即表示申請人保證該支票或銀行本票於首次過戶時兌現。倘任何支票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該等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,暫定配額通知書所涉及的有關暫定配額及一切權利及享有權將視作已被放棄及予以取消。待供股之條件達成後,全部或部份不成功額外供股股份之申請(如有)之退款支票預期於二零一三年七月八日星期一或之前以普通郵遞方式按閣下登記地址寄發予閣下或其他有權收取款項之人士,郵誤風險由閣下或上述人士承擔。

### 股票

預期所有繳足股款供股股份之股票將於二零一三年七月八日星期一或之前由卓佳證券登記有限公司以普通郵遞方式寄予已支付並接納供股股份之合資格股東之登記地址,郵誤風險概由彼等承擔。

閣下將就所獲發行之全部供股股份獲發一張股票。

### 一般事項

將本暫定配額通知書連同(如有關)受讓人簽署之轉讓及提名表格一併交回,即已最終證明交回上述文件之人士有權處理本暫定配額通知書及轉讓及提名表格,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之要約均受香港法例監管,並按其詮釋。

載有供股詳情之供股章程可於正常辦公時間向卓佳證券登記有限公司索取,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

填妥、簽署及交回本暫定配額通知書隨附之表格,即表示閣下同意向本公司、卓佳證券登記有限公司及/或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下及閣下為其利益而接納暫定配發之供股股份之人士之任何資料。(個人資料(私隱)條例)賦予證券持有人權利,可確定本公司或卓佳證券登記有限公司是否持有其個人資料,索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》,本公司及卓佳證券登記有限公司有權就處理任何查閱資料要求而收取合理費用。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,應寄往本公司之香港主要營業地點(香港中環夏慤道12號美國銀行中心16樓1613-1618室)或根據適用法律不時通知之地點並以公司秘書或(視情況而定)卓佳證券登記有限公司(於其上述地址)為收件人。

此致

列位合資格股東 台照

代表  
新環保能源控股有限公司  
主席  
俞昌建  
謹啟