

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

IMPORTANT
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON MONDAY, 5 SEPTEMBER 2011.

此乃有價值及可轉讓表格，並須 閣下即時處理。本文件及隨附之額外申請表格所載要約將於二零一一年九月五日(星期一)下午四時正屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, OTHER LICENSED CORPORATION, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢 閣下之持牌證券交易商、其他持牌法團、銀行經理、律師、專業會計師或其他專業顧問。

Reference is made to the prospectus issued by Crosby Capital Limited dated 23 August 2011 in relation to the Rights Issue and the option to subscribe for RCPS (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述高誠資本有限公司於二零一一年八月二十三日就供股及認購可贖回可換股優先股之認股權刊發之招股章程(「招股章程」)。除文義另有所指外，供股章程所界定之詞彙與本文件所採用者具有相同涵義。

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong takes no responsibility for the contents of any of these documents.

各份章程文件連同供股章程附錄三內「送呈公司註冊處處長之文件」一段所述之文件，已遵照公司條例第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長對任何此等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of the Prospectus Documents, make no representation as to their 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 the Prospectus Documents.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對章程文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因章程文件全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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 nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be 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.

倘主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，可由供股股份開始在聯交所買賣日期或由香港結算決定之其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日之交易，須於其後第二個交易日在中央結算系統進行交收。中央結算系統內之所有活動，均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

CROSBY
CROSBY CAPITAL LIMITED
(高誠資本有限公司)*

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)

(Stock Code:8088)
(股份代號: 8088)

RIGHTS ISSUE ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY ONE CONSOLIDATED SHARE HELD
ON RECORD DATE WITH OPTION TO SUBSCRIBE FOR ONE REDEEMABLE CONVERTIBLE PREFERENCE SHARE ("RCPS")
FOR EVERY TWO RIGHTS SHARES ALLOTTED AND TAKEN UP
按於記錄日期每持有一股合併股份
獲發一股供股股份

連同每配發及承購兩股供股股份可認購一股可贖回可換股優先股(「可贖回可換股優先股」)
之認股權之基準進行供股

PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON MONDAY, 5 SEPTEMBER 2011
股款須於二零一一年九月五日(星期一)下午四時正前接納時全數繳足

PROVISIONAL ALLOTMENT LETTER – RIGHTS ISSUE AND RCPS
暫定配額通知書 – 供股及可贖回可換股優先股

Registered Office:
註冊辦事處:
Crickett Square, Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Principal place of business
在香港:
Unit 502, 5th Floor
AXA Centre
151 Gloucester Road
Wanchai
Hong Kong

香港主要營業地點:
香港
灣仔告士打道151號
安盛中心5樓502室

23 August 2011
二零一一年八月二十三日

Hong Kong Branch Share Registrar:
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

香港股份過戶登記處:
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心
17樓
1712-1716號舖

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

Number of Consolidated Shares registered in your name(s) on Thursday, 18 August 2011
於二零一一年八月十八日(星期四)登記於 閣下名下之合併股份數目

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 5 September 2011
配發予 閣下之暫定供股股份數目，股款須於二零一一年九月五日(星期一)下午四時正前接納時全數繳足

Box B
乙欄

Total subscription monies payable
應繳認購款項總額

Box C
丙欄
HK\$
港元

Number of RCPS to be applied for by you (subject to payment in full as to the Initial RCPS Subscription Price on acceptance by not later than 4:00 p.m. on Monday, 5 September 2011) the maximum being not more than 50% of Right Shares in Box B
閣下將申請之可贖回可換股優先股數目(初步可贖回可換股優先股認購價之股款須於二零一一年九月五日(星期一)下午四時正前接納時全數繳足)，最多申請數目不能超過乙欄之供股股份的50%

Box D
丁欄

Contact telephone no:
聯絡電話:

If you wish to apply for RCPS, please complete Box D. The maximum number of RCPS applied for which you may indicate in Box D shall not in any case be more than half of the Rights Shares provisionally allotted to you as indicated to you in Box B rounded down to the nearest whole number. If you apply for more RCPS than the maximum number of RCPS to which you are entitled, you will be deemed to have applied for the maximum number of RCPS to which you are entitled. If the amount of the corresponding remittance received for the RCPS is less than that required for the number of RCPS inserted in Box D of this Provisional Allotment Letter, you will be deemed to have applied for such lesser number of RCPS for which full payment has been received. If the amount of the corresponding remittance received for the Rights Shares is less than that required for the number of the Rights Shares set out in Box B, you will be deemed to have applied for such lesser number of Rights Shares for which full payment has been received. If you also apply for RCPS, you will be allotted such number of RCPS representing the lesser of (i) the number of RCPS applied for in Box D and (ii) half of the lesser number of Rights Share for which full payment has been received and rounded down to the nearest whole number. Separate cheques or cashier's orders are required when applying the RCPS and the Rights Shares, details of which are set out below. The Company reserves the right to refuse or accept any application for Rights Shares and/or RCPS in case of any inconsistencies in the Provisional Allotment Letter.

閣下如欲申請認購可贖回可換股優先股，請填寫丁欄。丁欄所示 閣下申請之可贖回可換股優先股最高數目不得超過 閣下獲暫定配發之供股股份一半(向下調整至最近之整數)。倘 閣下申請之可贖回可換股優先股超過 閣下獲暫定配發之供股股份一半(向下調整至最近之整數)，則 閣下將被視為申請其獲認購之可贖回可換股優先股最高數目。倘就 閣下申請之可贖回可換股優先股數目少於本暫定配額通知書丁欄所填可贖回可換股優先股數目所需金額，則 閣下將被視為申請已接獲全數股款之較少數目供股股份。如 閣下亦申請可贖回可換股優先股，則 閣下將獲配發之可贖回可換股優先股數目相當於下列兩者之較低者：(i) 丁欄所示申請認購之可贖回可換股優先股數目及(ii) 閣下獲暫定配發之可贖回可換股優先股數目之半(向下調整至最近之整數)。於申請認購可贖回可換股優先股及供股股份時須交回本票，有關詳情載於下文。如暫定配額通知書有任何不一致之處，本公司保留權利拒絕或接納任何供股股份及/或可贖回可換股優先股之申請。

閣下如欲接納全部供股股份及/或可贖回可換股優先股之暫定配額，須將本表格整份連同：(A)如就供股，以港元支付上文內欄所示全數股款，及/或(B)如就可贖回可換股優先股，以美元支付所認購可贖回可換股優先股總數之全數應繳股款，於二零一一年九月五日(星期一)下午四時正前交回香港股份過戶登記處或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)。連同本表格交回之可贖回可換股優先股之應繳股款須為每股可贖回可換股優先股0.10港元(即初步可贖回可換股優先股認購全額)。所有股款須：(A)如就供股，以港元繳付，並以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，所有支票或銀行本票均須註明抬頭人為 CROSBY CAPITAL LIMITED – RIGHTS ISSUE ACCOUNT；並(或)以匯入抬頭人銀行戶口的方式開出，及/或(B)如就可贖回可換股優先股，以美元繳付，並以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，所有支票或銀行本票均須註明抬頭人為 CROSBY CAPITAL LIMITED – RCPS ACCOUNT，並以只准入抬頭人銀行戶口的方式開出。有關分拆配額之詳情載於附頁。本公司將不就有關股款另發收據。

Deals in the Consolidated Shares were on an ex-rights basis from Tuesday, 16 August 2011. Deals in the Rights Shares in their nil-paid form will take place from Thursday, 25 August 2011 to Wednesday, 31 August 2011 (both dates inclusive). If the Underwriter terminates the Underwriting Agreement, or any of the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed.

合資格股份之二零一一年八月十五日(星期二)起除權單正式生效。未繳股款供股股份將於二零一一年八月二十五日(星期四)起至二零一一年八月三十一日(星期三)(包括首尾兩日)買賣。倘包銷商終止包銷協議或任何供股條件尚未達成或未獲豁免(如適用)，則將不會進行供股。

Accordingly, any dealings in the Consolidated Shares before the Underwriting Agreement becomes unconditional and in the Rights Shares in their nil-paid form from Thursday, 25 August 2011 to Wednesday, 31 August 2011 (both dates inclusive) will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or acquiring Consolidated Shares and/or Rights Shares in their nil-paid form from the date of the Prospectus up to 4:00 p.m. on Thursday, 8 September 2011 will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Consolidated Shares or Rights Shares in their nil-paid form are recommended to consult their own professional advisers.

因此，如包銷協議為無條件前買賣任何合併股份，以及由二零一一年八月二十五日(星期四)至二零一一年八月三十一日(星期三)(包括首尾兩日)買賣任何未繳股款供股股份，均將承擔供股未必成為或無條件或未獲豁免之風險。擬由供股章程日期起至二零一一年八月八日(星期四)下午四時正止出售或收購合併股份及/或未繳股款供股股份之任何股東或其他人士，將承擔供股未必成為或無條件或未獲豁免之風險。建議投資者任何合併股份或未繳股款供股股份之任何股東或其他人士諮詢其專業顧問。

A SEPARATE CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS AND/OR A SEPARATE CHEQUE OR CASHIER'S ORDER IN UNITED STATES DOLLARS MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN
每份申請表格須附一張獨立開出之港元支票或銀行本票及/或一張獨立開出之美元支票或銀行本票
本公司將不另發收據

* For identification purpose only
僅供識別

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 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. THE OPTION TO APPLY FOR RCPS WILL BE TRANSFERRED TOGETHER WITH THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE. 如轉讓供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份配額之前，須出示已繳付從價印花稅之證明。申請認購可贖回可換股優先股之認股權將連同認購供股股份之權利一併轉讓。

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/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓彼/彼等全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors,
Crosby Capital Limited
致：高誠資本有限公司*
列位董事 台照

Dear Sir/Madam,
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/吾等之供股股份之認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之該(等)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: _____ 2011

日期：二零一一年_____月_____日

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

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)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors,
Crosby Capital Limited
致：高誠資本有限公司*
列位董事 台照

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

敬啟者：
本人/吾等謹請 貴董事會將表格甲之乙欄所列供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載條款，以及在 貴公司之組織章程大綱及組織章程細則規限下，接納此等供股股份。

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

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To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文正楷填寫。聯名申請人只須填報排名首位申請人之地址。
For Chinese applicant(s), please provide your name in both English and Chinese.
華裔申請人請填寫中英文姓名。

Name in English 英文姓名				Family name (姓氏)		Other names (名字)				Name in Chinese 中文姓名					
Full name(s) of applicant or joint applicant(s) (if any) 申請人或聯名申請人(如有)之全名															
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											
				BANK 銀行		BRANCH 分行		ACCOUNT 賬戶							

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

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

Date: _____ 2011

日期：二零一一年_____月_____日

Please complete Box D of Form A if the transferees wish to apply for RCPS attached to the Rights Shares
Ad valorem stamp duty is payable by the transferee(s) if this form is completed.
承讓人如欲申請認購供股股份隨附之可贖回可換股優先股，請填妥表格甲丁欄。
填妥此表格後，承讓人須繳付從價印花稅。

* For identification purpose only
* 僅供識別

CROSBY

CROSBY CAPITAL LIMITED

(高誠資本有限公司)*

(於開曼群島註冊成立之有限公司)
(股份代號: 8088)

敬啟者:

茲提述高誠資本有限公司(本公司)就供股及認購可贖回可換股優先股之認購權所刊登日期為二零一一年八月二十三日之供股章程(供股章程)。除文義另有所指外,供股章程所界定之詞彙與本文件所採用者具有相同涵義。

根據本文件寄發予合資格股東之供股章程所載條款及條件,董事按於記錄日期(即二零一一年八月十八日(星期四))營業時間結束時,本公司股東名冊所示,閣下名下每持有一股合併股份獲發一股供股股份之基準,而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所有合併股份數目載於乙欄,而暫定配發予閣下之供股股份數目載於乙欄。此外,閣下獲授予認購可贖回可換股優先股之認購權,基準為閣下每獲配發及承購兩股供股股份可認購一股可贖回可換股優先股。倘閣下擬承購可認購可贖回可換股優先股之認購權,則閣下須於丁欄填寫如欲認購之可贖回可換股優先股數目。申請之可贖回可換股優先股最高數目在任何情況下不得超過閣下獲暫定配發之供股股份一半(向下調整至最近之整數)。倘閣下申請之可贖回可換股優先股超過閣下有權認購之可贖回可換股優先股最高數目,則閣下將被視為申請其有權認購之可贖回可換股優先股最高數目。倘就閣下申請之可贖回可換股優先股數目少於閣下有權認購之可贖回可換股優先股最高數目,則閣下將被視為申請已獲接獲全數股款之較少數目可贖回可換股優先股。倘就閣下申請之可贖回可換股優先股數目多於閣下有權認購之可贖回可換股優先股最高數目,而多繳股款將於二零一一年九月十四日(星期三)或之前不計利息退還予閣下,有關支票將以「只准入抬頭人賬戶」劃線方式開出,而暫定配發之可贖回可換股優先股數目亦將以平郵方式寄往閣下之登記地址。倘所收相應股款少於乙欄所載供股股份數目所需金額,則閣下將被視為獲配發已獲接獲全數股款之較少數目供股股份,閣下亦申請可贖回可換股優先股,則閣下將被視為獲配發之可贖回可換股優先股數目相當於下列兩者之較低者:(i)丁欄所示申請認購之可贖回可換股優先股;及(ii)已獲接獲全數股款之較少數目供股股份一半並向下調整至最近之整數。於申請認購可贖回可換股優先股及供股股份時須交回獨立支票或銀行本票,有關詳情載於下列。多繳股款將於二零一一年九月十四日(星期三)或之前不計利息退還予閣下,有關支票將以「只准入抬頭人賬戶」劃線方式開出,並以平郵方式寄往閣下之登記地址。如暫定配額通知書有任何不一致之處,本公司保留權利拒絕或接納任何供股股份及/或可贖回可換股優先股之申請。任何暫定配發但不獲接納之供股股份連同認購可贖回可換股優先股當時相應之認股權,可供合資格股東以隨附額外申請表格額外申請認購。供股股份於配發及繳足時,將在各方面與配發及發行繳足股款供股股份當日之已發行合併股份享有同等地位。有關繳足股款供股股份持有人將有權收取於配發及發行繳足股款供股股份當日或之後宣派、作出或派付之一切未來股息及分派。

章程文件並不會根據香港以外之任何司法權區之適用證券法或同等法例登記或存檔。本公司概無採取任何行動以批准於香港以外任何地區呈呈供股股份或派發章程文件。除供股章程「董事會函件」一節中「海外股東權利」一段所述者外,身處香港以外任何地區並接獲供股章程或暫定配額通知書或額外申請表格的人士,不得視為申請供股股份或額外供股股份或當時相應之可贖回可換股優先股之要約或邀請,除非有關要約或邀請可於有關地區合法作出而毋須遵照任何登記或其他法律及監管規定則除外。香港境外人士如欲申請供股股份或當時相應之可贖回可換股優先股,於接納暫定配發供股股份或申請額外供股股份或當時相應之可贖回可換股優先股之權利前,有責任自行遵守一切有關地區之法律及法例(包括在不影響前述者下取得任何政府或其他同意及支付當地任何應繳稅項及費責)。倘本公司認為任何供股股份或額外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法規,本公司保留權利拒絕或接納任何有關申請。任何人士接納所呈之供股股份或額外供股股份或當時相應之可贖回可換股優先股(視情況而定)將被視為構成該等人士向本公司聲明及保證,彼等已全面遵守該等地方法律及規定。股東如有疑問,應諮詢彼等之專業顧問。

終止包銷協議

倘出現下列事項,包銷商可於最後終止時限之前向本公司發出書面通知,隨時終止包銷協議所載之安排:

- (a) 包銷商合理認為下列各項對供股之成功造成重大不利影響:
- (i) 推行任何新法例,或任何現有法例或法規(或其司法詮釋)之變動,或發生其他屬任何性質之事件,而包銷商合理認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響;或
 - (ii) 發生屬政治、財務、經濟貨幣、市場或其他性質(不論是否與前述任何事項屬同類)之任何本地、國家或國際事件或變動(不論是否構成包銷協議日期前及/或後發生或持續之一連串事件或變動之部分),或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突或有關事態升級,或影響本地證券市場,而包銷商合理認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響;或
 - (iii) 本集團之整體業務或財務或經營狀況或前景有任何重大不利變動;或
 - (iv) 任何天災、戰爭、暴動、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義、罷工或停工,而包銷商合理認為對本集團之整體業務或財務或經營狀況或前景構成重大不利影響;或
 - (v) 由於出現特殊之暴動情況或其他原因而全面禁止、暫停或嚴格限制股份在聯交所之一般買賣;或
 - (vi) 任何第三方面開始向本集團任何成員公司提出對本集團整體而言屬重大或可能屬重大之任何訴訟或索償;
- (b) 市況出現任何重大逆轉(包括但不限於財政或貨幣政策或外匯或貨幣市場變動,或證券買賣被暫停或受到限制;對香港、中國或與本集團或本集團任何成員公司有關之其他司法權區實施經濟制裁,以及貨幣狀況出現變動,包括香港貨幣與美國貨幣之價值掛鉤之制度出現變動),而包銷商合理認為進行供股變成不實或不智;或
- (c) 經刊發之通函或供股章程載有若干訂立包銷協議日期前從未經本公司公開宣布或刊發之資料(不論有關本集團業務前景或狀況或有關本集團遵守任何法例或上市規則或任何適用規定之資料),而此等資料令包銷商合理認為對本集團整體而言屬重要,並可能對供股之成功造成重大不利影響,或可能導致審慎之投資者拒絕接納其所獲暫定配發之供股股份。

倘於最後終止時限或之前發生以下事項,包銷商亦有權於最後終止時限前向本公司發出書面通知,終止包銷協議:

- (a) 包銷商得悉包銷協議內本公司之任何保證或承諾有任何重大違反;
- (b) 包銷商得悉發生任何特定事項;或
- (c) Crosby Management 就供股股份及可贖回可換股優先股之不可撤回承諾有任何違反。
- 倘包銷商根據包銷協議之條款向本公司發出終止通知,則本公司與包銷商於包銷協議項下之所有責任將隨即終止(惟包銷協議訂明之若干規定除外)。倘包銷商行使終止包銷協議之權利,則供股將不會進行。

接納及付款手續

閣下如欲接納暫定配額,須將本暫定配額通知書整份連同:(a)如就供股股份,以港元(或本公司與閣下可能協定之其他付款方式)支付丙欄所示接納時之全數應繳股款,及/或(b)如就認購可贖回可換股優先股,以美元(或本公司與閣下可能協定之其他付款方式)支付所申請認購可贖回可換股優先股數目之全數應繳股款,於二零一一年九月五日(星期一)下午四時正前交回本公司之香港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)。連同本表格交回之可贖回可換股優先股之應繳股款須為每股可贖回可換股優先股0.10美元(即初步可贖回可換股優先股認購金額為0.10美元),於二零一一年九月五日(星期一)下午四時正前交回本公司之香港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)。支票或銀行本票須按上述手續填妥已按本暫定配額通知書所載之條款,並在本公司組織章程大綱及組織章程細則之規限下,接納暫定配額。支票或銀行本票須:(a)如就供股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-RCPs ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出,及/或(b)如就認購可贖回可換股優先股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-RCPs ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出。務請注意,轉讓閣下認購有關供股股份及可贖回可換股優先股(如適用)之權利,須繳納香港印花稅。

閣下如有關關於(或本公司與閣下可能協定之其他付款方式)另發收據。務請注意,填妥之暫定配額通知書連同丙欄所示付款方式(或本公司與閣下可能協定之其他付款方式)及/或認購可贖回可換股優先股總數應繳之股款,須如上文所述於二零一一年九月五日(星期一)下午四時正前由原承人或任何已有效承讓認購供股股份權利之人遞交,否則此等暫定配額及一切有關權利及配額,將被視作放棄並將予取消,而有關供股股份將可供其他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是否有效,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構成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以外所有有關地區一切登記、法律及規管規定。

轉讓

閣下如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權利之承讓人或轉讓之經手人。申請認購可贖回可換股優先股之認股權將連同認購供股股份之權利一併轉讓。承讓人其後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連同港元支票或銀行本票(或本公司與閣下可能協定之其他付款方式)支付丙欄所示接納供股股份時之全數應繳股款。承讓人如欲申請認購可贖回可換股優先股,亦須填妥丁欄,並獨立以美元支付所申請認購可贖回可換股優先股數目之全數應繳股款(每股可贖回可換股優先股之應繳股款認購金額為0.10美元),於二零一一年九月五日(星期一)下午四時正前交回本公司之香港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)。支票或銀行本票須:(a)如就供股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-RCPs ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出,及/或(b)如就認購可贖回可換股優先股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-RCPs ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出。務請注意,轉讓閣下認購有關供股股份及可贖回可換股優先股(如適用)之權利,須繳納香港印花稅。

分拆配額

閣下如欲僅接納部分暫定配額及/或由一名或多名人士轉讓根據暫定配額通知書獲發配發之部分供股股份認購權,則必須於二零一一年八月二十六日(星期五)下午四時三十分前,將暫定配額通知書交回本公司之香港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),其會註銷暫定配額通知書,並按所需數目發出多份新暫定配額通知書。

額外供股股份及可贖回可換股優先股

閣下如屬合資格股東且欲申請認購暫定配發予閣下以外之任何供股股份,須按其中指示填妥及簽署隨附額外申請表格,並另行連同以港元支票或銀行本票(或本公司與閣下可能協定之其他付款方式)於申請時就所申請認購額外供股股份之全數應繳股款。閣下亦有權申請認購可贖回可換股優先股,比例為每申請認購兩股額外供股股份可認購一股可贖回可換股優先股。閣下亦須就認購可贖回可換股優先股,獨立以美元支票或銀行本票(或本公司與閣下可能協定之其他付款方式)於申請時就所申請認購額外供股股份之全數應繳股款(每股可贖回可換股優先股之應繳股款認購金額為0.10美元),於二零一一年九月五日(星期一)下午四時正前,交回本公司之香港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)。連同額外申請表格交回之可贖回可換股優先股之應繳股款須為每股可贖回可換股優先股0.10美元(即初步可贖回可換股優先股認購金額),所有供股股款須以港元支付,而可贖回可換股優先股股款須以美元支付。支票或銀行本票須:(a)如就供股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-EXCESS APPLICATION ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出,及/或(b)如就認購可贖回可換股優先股,以在香港持牌銀行戶口開出之支票或以香港持牌銀行戶口開出之支票或銀行本票均須註明抬頭人為「CROSBY CAPITAL LIMITED-RCPs ACCOUNT」,並以「只准入抬頭人賬戶」劃線方式開出。本公司將不就有關關於(或本公司與閣下可能協定之其他付款方式)另發收據。如無相應申請認購額外供股股份,則任何獨立額外可贖回可換股優先股之申請將不獲接納。

本公司之香港股份過戶登記處將知會閣下是否獲配發任何額外供股股份,董事將會酌情及以公平公正之基準按下列原則分配額外供股股份:(i)少於一手買賣單位之供股股份申請,經董事認為有關申請乃為集集不足一手之零碎股權為完整買賣單位之股權而作出,並非旨在濫用此機制,將獲優先處理;(ii)視乎根據上文第(i)項原則分配後之額外供股股份數目,任何餘下額外供股股份將按各項申請所申請認購之額外供股股份數目比例分配予申請人。本公司將知會閣下是否獲配發任何額外供股股份,董事將會酌情及/或按認購額外供股股份及申請認購額外供股股份之應繳股款數目相當於下列兩者之較低者:(i)彼等於額外申請表格申請認購之可贖回可換股優先股數目;及(ii)按合資格股東獲配發及承購兩股供股股份獲發一股可贖回可換股優先股之基準計算之可贖回可換股優先股數目。概不保證本公司將配發及發行閣下所申請認購之任何額外供股股份及/或可贖回可換股優先股。

支票及銀行本票
所有支票及銀行本票連同填妥之暫定配額通知書(就供股股份及/或可贖回可換股優先股)將於接獲後隨即回閣下,而有關款項產生之所有利息(如有)將撥歸本公司所有。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承讓人交回),即構成申請人保證該支票及/或銀行本票將於首次過戶時可獲兌現。在不影響本公司其他權利之情況下,本公司保留權利拒絕所附支票及/或銀行本票於首次過戶時未能兌現之任何暫定配額通知書。在此情況下,有關暫定配額及/或據此給予之一切有關權利及配額將被視作放棄及將予取消。

股票
預期繳足股款供股股份及可贖回可換股優先股之股票,將於二零一一年九月十四日(星期三)或之前,分別由本公司之香港股份過戶登記處香港中央證券登記有限公司及本公司,以平郵方式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。閣下將就繳足股款供股股份配額收取一張股票及就可贖回可換股優先股配額收取一張股票。

退款

倘包銷商於二零一一年八月十八日(星期四)下午四時正前任何時間行使權利根據包銷協議之條款終止或撤銷包銷協議,及/或倘於二零一一年十月三十一日或之前尚未達成及/或獲包銷商豁免(就有關條件為可予豁免)全部或部份供股條件,則供股將不會進行,而就接納供股股份、可贖回可換股優先股暫定配額以及申請認購額外供股股份及可贖回可換股優先股收取之股款將於二零一一年九月十四日(星期三)或之前不計利息以支票退還予股東,有關支票將以「只准入抬頭人賬戶」劃線方式開出,並以平郵方式寄往彼等之登記地址,如屬聯名股東,則寄往在本公司股東名冊排名首位之股東之登記地址,郵誤風險概由有關股東自行承擔。

倘概無額外供股股份及/或額外可贖回可換股優先股配發予合資格股東,已繳付之額外供股股份及/或額外可贖回可換股優先股申請股款預期將於二零一一年九月十四日(星期三)或之前以「只准入抬頭人賬戶」劃線方式開出之支票以平郵方式按登記地址全數退還予有關合資格股東,郵誤風險概由彼等自行承擔。倘配發予合資格股東之額外供股股份及/或額外可贖回可換股優先股數目少於所申請之數目,多繳之申請股款亦預期於二零一一年九月十四日(星期三)或之前以「只准入抬頭人賬戶」劃線方式開出之支票以平郵方式按登記地址退還予有關合資格股東,郵誤風險概由彼等自行承擔。

一般事項

倘本暫定配額通知書連同(如有關)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,即確實證明退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要約均受香港法例規管,並按其詮釋。載有供股及認購可贖回可換股優先股之認股權詳情之供股章程副本,可於本公司之香港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)索取。

此致

列位合資格股東 台照

代表董事會
高誠資本有限公司
執行董事
梁玉麟
謹啟

二零一一年八月二十三日

* 僅供識別

CROSBY

CROSBY CAPITAL LIMITED

(高誠資本有限公司)*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code:8088)

23 August 2011

Dear Qualifying Shareholder(s),

Reference is made to the prospectus ("Prospectus") issued by Crosby Capital Limited ("Company") dated 23 August 2011 in relation to the Rights Issue and the option to subscribe for RCPS. Terms defined in the Prospectus have the same meaning herein 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 one Rights Share for every one Consolidated Share registered on your name(s) on the register of members of the Company as at the close of business on the Record Date (i.e. Thursday, 18 August 2011). 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. In addition, you will be granted an option to subscribe for RCPS on the basis of one RCPS for every two Rights Shares allotted and taken up by you. You should insert the number of RCPS you wish to subscribe in Box D if you intend to take up the option to subscribe for the RCPS. The maximum number of RCPS applied for shall not in any case be more than half of the Rights Shares provisionally allotted to you rounded down to the nearest whole number. If you apply for more RCPS than the maximum number of RCPS to which you are entitled, you will be deemed to have applied for the maximum number of RCPS to which you are entitled. If the amount of the corresponding remittance received for the RCPS is less than that required for the number of RCPS inserted in Box D of this Provisional Allotment Letter, you will be deemed to have applied for such lesser number of RCPS for which full payment has been received. If the amount of the corresponding remittance received for RCPS is more than that required for the number of RCPS inserted in Box D of this Provisional Allotment Letter, you will be deemed to have applied for such number of RCPS that you inserted in Box D and the surplus money (without interest) will be returned to you by means of cheque crossed "Account Payee Only" to be despatched by ordinary post to your registered address on or before Wednesday, 14 September 2011. If the amount of the corresponding remittance received is less than that required for the number of the Rights Shares set out in Box B, you will be deemed to have been allotted such lesser number of Rights Share for which full payment has been received and, if you also apply for RCPS, you will be allotted with such number of RCPS representing the lesser of (i) the number of RCPS applied for in Box D and (ii) half of the lesser number of Rights Shares for which full payment has been received and rounded down to the nearest whole number. If the amount of the corresponding remittance received for the Rights Shares is more than that required for the number of Rights Shares set out in Box B, you will be deemed to have been allotted for such number of Rights Shares as set out in Box B. If you also apply for RCPS, you will be allotted with such number of RCPS representing the lesser of (i) the number of RCPS applied for in Box D and (ii) half of the Rights Shares that you are deemed to have been allotted as set out in Box B and rounded down to the nearest whole number. Separate cheques or cashier's orders are required when applying for the RCPS and the Rights Share, details of which are set out below. Any surplus money will be returned to you by means of cheque crossed "Account Payee Only" to be despatched by ordinary post to your registered address on or before Wednesday, 14 September 2011. The Company reserves the right to refuse or accept any application for Rights Shares and/or RCPS in case of any inconsistencies in the Provisional Allotment Letter.

Any Rights Shares provisionally allotted but not accepted, together with the corresponding option to subscribe for RCPS, 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 Consolidated Shares in issue on the date of allotment and issue of the Rights Shares in fully-paid form in all respects. Holders of such fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment and issue of the Rights Shares in their fully-paid form.

The Prospectus 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. No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any territory outside Hong Kong. Save as described under the paragraph headed "Rights of Overseas Shareholders" in the section headed "Letter from the Board" in the Prospectus, 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 or the corresponding RCPS, 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 or the corresponding RCPS to satisfy itself/himself, before acquiring any rights to accept the provisional allotment of Rights Shares or to apply for excess Rights Shares or the corresponding RCPS, 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 and duties required to be paid in such territory in connection therewith without prejudice to the foregoing. The Company reserves the right to refuse to accept any application for the Rights Shares or the excess Rights Shares where it believes that in doing so it would violate the applicable securities legislations or other laws or regulations of any jurisdiction. Any acceptance of the offer of the Rights Shares or the excess Rights Shares or the corresponding RCPS, as the case may be, 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, Shareholders should consult their professional advisers if in doubt.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing to the Company at any time prior to the Latest Time for Termination if there occurs any of the following events:

- in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - 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
 - 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, financial, economic currency, market or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the 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
 - any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
 - any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, 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
 - there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - the commencement by any third party of any litigation or claim against any member of the Group which is or might be material to the Group taken as a whole; or
- 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, imposition of economic sanctions, on Hong Kong, the PRC or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions which 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
- the circular or the Prospectus when published contain 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 in the reasonable opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it.

The Underwriter shall also be entitled to give notice in writing to the Company prior to the Latest Time for Termination to terminate the Underwriting Agreement if, at or prior to the Latest Time for Termination:

- any material breach of any of the warranties or undertakings of the Company under the Underwriting Agreement comes to the knowledge of the Underwriter;
- any Specified Event comes to the knowledge of the Underwriter; or
- there is any breach of the irrevocable undertakings from Crosby Management in respect of the Rights Shares and RCPS.

If the Underwriter gives a notice of termination to the Company in accordance with the terms of the Underwriting Agreement, all obligations of the Company and the Underwriter under the Underwriting Agreement shall terminate forthwith (save in respect of certain provisions as stipulated in the Underwriting Agreement). If the Underwriter exercises its rights to terminate the Underwriting Agreement, the Rights Issue will not proceed.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To accept all your provisional allotment in full, you must lodge the whole of this Provisional Allotment Letter intact with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with (a) in case of the Rights Share, a remittance in Hong Kong dollars (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 and/or (b) in case of the subscription for RCPS, a remittance in United States Dollars (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable for the number of RCPS applied for by no later than 4:00 p.m. on Monday, 5 September 2011. The amount of remittance payable for the RCPS together with this form shall be US\$0.10 for each RCPS. (Being the initial subscription amount for the RCPS). 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 articles of association of the Company. Cheques must be drawn on a bank account with, or cashier's orders must be issued by: (a) in case of the Rights Issue, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY" and/or (b) in case of the subscription for RCPS, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - RCPS 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 remittances shown in Box C (or such other mode of payment as maybe agreed between the Company and you) and/or such amounts payable for the total number of RCPS subscribed, have been lodged as described above by no later than 4:00 p.m. on Monday, 5 September 2011, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Shares have been validly transferred, this provisional allotment and all rights and entitlements 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 other 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, in connection with the Provisional Allotment Letter and any acceptance of it, have been, or will be, duly complied with.

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 option to apply for RCPS will be transferred together with the rights(s) to subscribe for the Rights Shares. 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 in Hong Kong dollars in cheques or cashier's orders (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable on acceptance of the Rights Shares as set out in Box C. If the transferee wishes to apply for the RCPS, the transferee must also complete Box D and lodge a separate remittance in United States Dollars for the full amount payable for the number of RCPS applied for (the initial subscription amount payable is US\$0.10 for each RCPS), with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Monday, 5 September 2011. Cheques must be drawn on a bank account with, or cashier's orders must be issued by: (a) in case of the Rights Issue, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - RIGHTS ISSUE ACCOUNT" and crossed "ACCOUNT PAYEE ONLY" and/or (b) in case of the subscription for RCPS, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - RCPS 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 RCPS (if applicable).

SPLITTING

If you wish to accept only part of your provisional allotment and/or wish to transfer to one or more persons a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, the entire Provisional Allotment Letter must be surrendered by no later than 4:30 p.m. on Friday, 26 August 2011 to Computershare Hong Kong Investor Services Limited, the Company's Hong Kong branch share registrar, at Shops 1712-1716, 17/F, Hopewell Centre, 183 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 AND RCPS

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 in accordance with the instructions as indicated thereon and lodge it, together with a separate remittance in Hong Kong dollars in cheques or cashier's orders (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable on application in respect of the excess Rights Shares applied for. You are also entitled to apply for the RCPS in the proportion of one RCPS for two excess Rights Shares applied for. You should also lodge a separate remittance for the subscription for RCPS in United States Dollars in cheques or cashier's orders (or such other mode of payment as maybe agreed between the Company and you) for the full amount payable on application in respect of the excess RCPS applied for with the Company's Hong Kong branch share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Monday, 5 September 2011. The amount of remittance payable for the RCPS together with Excess Application Form shall be US\$0.10 for each RCPS, (being the initial subscription amount for the RCPS). All remittances must be made in Hong Kong dollars in respect of the Rights Issue and in United States Dollars in respect of the RCPS. Cheques must be drawn on a bank account with, or cashier's orders must be issued by: (a) in case of Rights Issue, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY" and/or (b) in case of the subscription for RCPS, a licensed bank in Hong Kong and made payable to "CROSBY CAPITAL LIMITED - RCPS 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). No independent application for any excess RCPS will be accepted without the corresponding application for the excess Rights Shares.

The Company's Hong Kong branch share registrar will notify you of any allotment of excess Rights Shares made to you, which will be at the discretion of the Directors on a fair and equitable basis on the following principles: (i) preference will be given to applications for less than a board lot of Rights Shares where it appears to the Directors that such applications are made to top up odd-lot holdings to whole-lot holdings and not made with intention to abuse this mechanism; (ii) subject to the availability of excess Rights Shares after allocation under principle (i) above, any further remaining excess Rights Shares will be allocated to applicants in proportion to the number of excess Rights Shares being applied for under each application. The Company will notify you of any allotment of excess RCPS made to you, which will be at the discretion of the Directors on the basis that you will be allotted such number of RCPS equal to the lower of (i) the number of RCPS they have applied for in the EAF and (ii) the number of RCPS calculated on the basis of one RCPS for every two Rights Shares allotted and taken up by the Qualifying Shareholders. There is no guarantee that the Company will allot and issue any excess Rights Shares and/or RCPS that you applied for.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders accompanying the completed Provisional Allotment Letter (for the Rights Share and/or RCPS) will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of a Provisional Allotment Letter together with cheque(s) and/or cashier's order(s), whether by you or by any nominated transferee, will constitute a warranty by the applicant that the cheque(s) and/or the cashier's order(s) 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(s) and/or cashier's order(s) is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements given pursuant to which will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

It is expected that share certificates for the fully-paid Rights Shares and the RCPS will be posted by Computershare Hong Kong Investor Services Limited, the Company's Hong Kong branch share registrar and the Company, respectively, to those entitled thereto by ordinary mail and at their own risk to their registered address on or before Wednesday, 14 September 2011. You will receive one share certificate for the entitlement to Rights Shares in fully-paid form and one share certificate for entitlement to RCPS.

REFUND

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement in accordance with the terms thereof at any time before 4:00 p.m. on Thursday, 8 September 2011 and/or if the conditions of the Rights Issue are not fulfilled and/or waived (to the extent such condition is capable of being waived) in whole or in part by the Underwriter on or before 31 October 2011, the Rights Issue will not proceed and the monies received in respect of acceptance of provisional allotment of the Rights Shares, the RCPS, and applications for excess Rights Shares and excess RCPS without interest will be returned to the Shareholders by means of cheques crossed "Account Payee Only" to be despatched by ordinary post to their registered addresses and, in the case of joint Shareholder, to the registered address of the Shareholder whose name first appears on the register of members of the Company at the risk of such Shareholder on or before Wednesday, 14 September 2011. If no excess Rights Shares and/or excess RCPS are allotted to the Qualifying Shareholders, the amounts tendered on application for the excess Rights Shares and/or excess RCPS are expected to be returned to such Qualifying Shareholders in full by means of cheques crossed "Account Payee Only" to be despatched by ordinary post at their own risk to their registered addresses on or before Wednesday, 14 September 2011. If the number of excess Rights Shares and/or excess RCPS allotted to the Qualifying Shareholders is less than that applied for, the surplus application money is also expected to be returned to them by means of cheques crossed "Account Payee Only" to be despatched by ordinary post at their own risk to their registered addresses on or before Wednesday, 14 September 2011.

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 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 and the option to subscribe for RCPS are available at Computershare Hong Kong Investor Services Limited, the Company's Hong Kong branch share registrar, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

Yours faithfully,
For and on behalf of
CROSBY CAPITAL LIMITED
Ulric Leung Yuk Lun
Executive Director

* For identification purpose only