

IN THE EVENT OF TRANSFER OF RIGHTS 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.

如轉讓可認購供股股份之認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有之權益亦須繳付從價印花稅。在以本文件登記轉讓供股股份權益之前，須出示已繳付印花稅之證明。

FORM OF TRANSFER AND NOMINATION

Form B
表格乙

轉讓及提名表格

(To be completed and signed only by (a) Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised herein)
(只供擬轉讓其／彼等全部供股股份認購權之股東填寫及簽署)

To: The Directors
Unity Investments Holdings Limited
致：合一投資控股有限公司
列位董事 台照

Dear Sirs,
敬啟者：
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.
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) (all joint Shareholders must sign):
簽署（所有聯名股東均須簽署）：

Date: 2005 日期：二零零五年 月 日

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

REGISTRATION APPLICATION FORM

Form C
表格丙

登記申請表格

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

To: The Directors
Unity Investments Holdings Limited
致：合一投資控股有限公司
列位董事 台照

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

Existing Shareholder(s) please mark "X" in this box 現有股東請在本欄內填上「X」號	
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To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人祇須填上排名首位之申請人地址。			
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 name(s) of joint applicant(s) (if required) 姓名(續)及／或聯名申請人姓名(如有需要)			
Address in English 英文地址			
Occupation 職業			Tel. No. 電話號碼
Dividend Instructions 股息指示			
Name and address of bank 銀行名稱及地址			Bank Account No. 銀行賬戶號碼
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

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

Date: 2005 日期：二零零五年 月 日

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

Names of Chinese applicants must be given both in English and in Chinese characters.
華裔申請人須填寫中英文姓名

IMPORTANT

Excess application form No.

THIS FORM IS VALUABLE AND IS NOT TRANSFERABLE AND IS ONLY FOR THE USE BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM.

APPLICATION MUST BE RECEIVED BY 4:00 P.M. ON TUESDAY, 25 OCTOBER, 2005.

IF YOU ARE IN ANY DOUBT ABOUT THIS FORM, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF UNITY INVESTMENTS HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

A copy of this form, together with a copy of the rights issue prospectus of the Company dated Monday, 10 October, 2005 (the "Prospectus"), the provisional allotment letter and the written consent from Moores Rowland Mazars have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

Dealings in the ordinary shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") and you should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangement and how such arrangements may affect your rights and interests.

The Stock Exchange of Hong Kong Limited ("Stock Exchange") and HKSCC take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

Terms defined in the Prospectus have the same meanings herein unless the context otherwise requires.

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing to the Company at any time prior to 4:00 p.m. on the second business day following the latest date for acceptance if there occurs: (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (ii) 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 hereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, terrorism, strike or lock-out, and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue. If, at or prior to 4:00 p.m. on the second business day following the latest date for acceptance: (i) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or (ii) the Underwriter receives notification pursuant to the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or (iii) the circular or the Prospectus Documents when published, contain information which would be untrue or inaccurate in any material respect and the Company fails to promptly send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriter shall be entitled (but not bound) by notice in writing to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement. Upon termination of the Underwriting Agreement and/or the giving of the termination notice pursuant to the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and neither party to the Underwriting Agreement shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter the fees agreed by the parties pursuant to the Underwriting Agreement.

If the Underwriter exercises such right and terminates the Underwriting Agreement, the Rights Issue will not proceed.

Old Shares have been dealt with on an ex-rights basis from Tuesday, 6 September, 2005. Rights Shares will be dealt with in their nil-paid form from Thursday, 13 October, 2005 to Thursday, 20 October, 2005 (both dates inclusive). If the Underwriter terminates the Underwriting Agreement or the conditions of the Rights Issue are not fulfilled or waived, the Rights Issue will not proceed. Any person dealing in the Old Shares on an ex-rights basis and any person dealing in the nil-paid Rights Shares will accordingly bear the risk that the Underwriting Agreement may not become unconditional and the Rights Issue may not proceed.



Unity Investments Holdings Limited

合一投資控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 913)

RIGHTS ISSUE ON THE BASIS OF TEN RIGHTS SHARES FOR EVERY SHARE HELD ON THE RECORD DATE AT A SUBSCRIPTION PRICE OF HK\$0.10 PER RIGHTS SHARE FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Name(s) and address(es) of Shareholder(s)

Application can be made only by the registered Shareholder(s) named herein

To: The Directors
Unity Investments Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of Shares, hereby irrevocably apply for excess Rights Share(s) at the issue price of HK\$0.10 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance in favour of "Unity Investments Holdings Limited - Excess Application Account" and crossed "Account Payee Only" issued for HKS being payment in full on application for the aforementioned number of excess Rights Shares and I/we hereby request you to allot such excess Rights Shares applied for, or any lesser number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our Share certificate(s) for the number of additional Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that allotment in respect of this application shall be made, as far as practicable pro rata to the number of excess Rights Shares applied for, at the Directors' discretion, but on a fair and equitable basis.

I/We, hereby undertake to accept such number of additional Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any additional Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as holder(s) of such Rights Shares.

1. 2. 3. 4.
Signature(s) of applicant(s) (all joint applicants must sign)

Date: 2005

This form should be completed and lodged, together with payment as to HK\$0.10 per Rights Share for the number of excess Rights Shares applied for, with the Company's branch share registrars in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 25 October, 2005. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or by a separate cashier order issued by a licensed bank in Hong Kong. All such cheques or cashier orders must be made payable to "Unity Investments Holdings Limited - Excess Application Account" and crossed "Account Payee Only". All enquiries in connection with this form of application for excess Rights Shares should be addressed to the Company's branch share registrar at the above address.

All cheques and cashier orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a form of application for excess Rights Shares together with a cheque or cashier order in payment for the Rights Shares applied for which are the subject of this form will constitute a warranty by the applicant(s) that the cheque or cashier order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any application for excess Rights Shares in respect of which the accompanying cheque or cashier order is dishonoured on first presentation.

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

No action (including registration or filing under any applicable legislation of any jurisdiction other than Hong Kong) has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus, the related provisional allotment letter and this form of application for excess Rights Shares in any jurisdiction other than Hong Kong.

No person receiving a copy of the Prospectus or a provisional allotment letter or this form of application for excess Rights Shares in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility for any person outside Hong Kong wishing to make on his/her behalf an application for the excess Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in such jurisdiction in connection therewith. No application for excess Rights Shares will be accepted from any person whose registered address is outside Hong Kong. The Company reserves the rights to refuse to accept any application for excess Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

You will be notified by the Company of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, a refund cheque for the full amount tendered on application will be posted to you at your own risk and, if the number of excess Rights Shares allotted to you is less than the member applied for, a cheque for the surplus application monies will be posted to you at your own risk. Such posting is expected to take place on Monday, 31 October, 2005. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that share certificates in respect of the Rights Shares will be posted at your own risk by no later than Monday, 31 October, 2005.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

A SEPARATE CHEQUE OR CASHIER ORDER MUST ACCOMPANY EACH APPLICATION NO RECEIPT WILL BE GIVEN

For office use only

Application number	No. of excess Rights Shares applied for	Amount paid on application	Balance returned
		HKS	HKS

重要提示

額外申請表格編號

此乃有價值及不可轉讓之表格，並僅供下述欲申請多於其／彼等所獲暫定配發之供股股份之合資格股東使用。

認購申請須於二零零五年十月二十五日星期二下午四時正前遞交。

閣下對本表格或應採取之行動如有任何疑問或如閣下已出售閣下全部或部份合—投資控股有限公司(「本公司」)之股份，應諮詢閣下之股票經紀或其他持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

本表格連同二零零五年十月十日星期一發行之本公司供股章程(「供股章程」)、暫定配額通知書及馬賽·馬賽之同意書，已遵照公司條例第342C條之規定於香港公司註冊處註冊。香港公司註冊處及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

本公司普通股之買賣可透過由香港中央結算有限公司(「香港結算」)管理之中央結算及交收系統(「中央結算系統」)進行交收，而閣下應就該等交收安排之詳情及該等安排可能對閣下之權利及權益構成之影響諮詢閣下之股票經紀或其他持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

香港聯合交易所有限公司(「聯交所」)及香港結算對本文件之內容概不負責，對其準確性或完整性亦無發表任何聲明，並明確表示概不就因本文件全部或任何部分內容而產生或倚賴該等內容而引致之任何損失承擔任何責任。除非本文義另有所指，供股章程所界定之詞彙與本文具有相同涵義。

倘發生下列事件，則包銷商可於截止接納日期後第二個營業日下午四時正前，隨時向本公司發出書面通知，終止包銷協議所載的安排：(i)頒佈任何新法例或法規或修改現有法例或法規(或其司法詮釋)；或(ii)當地、全國或國際政治、軍事、金融、經濟或貨幣(包括港元與美元的聯繫匯率制度改變)或其他性質(不論性質是否與任何上述者相同)事件或轉變(不論是否屬於本公佈日期前及／或後出現或持續的一連串事件或轉變)，或當地、全國或國際敵意或軍事衝突爆發或升級，或發生影響當地證券市場的事件或轉變；或(iii)天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、恐怖襲擊、罷工或停工，而包銷商合理認為上述轉變會對本集團整體業務、財政或經營狀況或前景或供股的順利進行有重大不利影響，或使供股不宜或不應進行。倘於截止接納日期後第二個營業日下午四時正或之前：(i)本公司嚴重違反或並無遵守包銷協議所列明須承擔或遵守的任何責任或承諾，而對本公司業務、財政或經營狀況有重大不利影響；或(ii)包銷商根據包銷協議獲通知或得悉，包銷協議所載的任何聲明或保證於作出或按包銷協議規定轉載時失實或不準確，而包銷商合理地認為上述失實聲明或保證使本集團整體業務、財政或經營狀況或前景或可能有重大不利變化，或大有可能對供股有重大不利影響；或(iii)通函或章程文件於刊發時載有任何主要方面失實或不確的資料，而本公司未能及早按包銷商合理要求的方式及(如適用)內容刊發公佈或通函(已寄發章程文件)，以防止本公司證券出現虛述，則包銷商有權(但非必須)向本公司發出書面通知，選擇因上述事項或事件而解除包銷商根據上述協議須履行的責任。當終止包銷協議及／或根據包銷協議發出終止通知時，包銷商根據包銷協議須履行的一切相關責任即告終止，而包銷協議各訂約方不得就包銷協議或其任何事項或事宜向其他訂約方提出索償，惟本公司仍須向包銷商支付履行責任之費用。

倘包銷商行使有關權利終止包銷協議，則供股將不會進行。

舊股份已由二零零五年九月六日星期二起以除權方式買賣。供股股份將由二零零五年十月十三日星期四至二零零五年十月二十日星期四期間(包括首尾兩日)以未繳股款方式買賣。倘包銷商終止包銷協議或供股條件未能達成或獲豁免，則將不會進行供股。按除權基準買賣舊股份之任何人士及買賣未繳股款供股股份之任何人士將因此承擔包銷協議未必成為無條件及可能不會進行供股之風險。



Unity Investments Holdings Limited 合一投資控股有限公司

(於開曼群島註冊成立之有限公司)

(股份代號：913)

按於記錄日期每持有一股股份獲發十股供股股份之基準
以每股供股股份0.10港元之認購價
供股

額外供股股份申請表格

股東姓名及地址

只有本欄所指定之
合資格股東有權申請

致：合一投資控股有限公司
列位董事 台照

敬啟者：

本人／吾等為上述股份之登記持有人，現謹不可撤回地按供股以每股供股股份0.10港元之價格申請認購.....股額外供股股份，而本人／吾等隨附一張以「Unity Investments Holdings Limited – Excess Application Account」為抬頭人，並劃線註明「只准入抬頭人賬戶」之獨立支票，支付須於申請認購上述額外供股股份數目所需之全部款項，.....港元。本人／吾等謹要求閣下配發予本人／吾等所申請(或較少數目)之額外供股股份，並按上述地址將本人／吾等就本認購申請所獲配發之額外供股股份數目之股票及／或任何有關申請款項之退款支票以普通郵遞方式寄予本人／吾等，郵誤風險由本人／吾等承擔。本人／吾等明白有關本認購申請須按所申請之額外供股股份數目比例，由董事按全權決定之公平合理基準配發。

本人／吾等承諾接納按供股章程所載條款及貴公司之組織大綱及章程規限下可能配發予本人／吾等之上述額外供股股份之數目。就配發予本人／吾等之任何額外供股股份，本人／吾等授權閣下將本人／吾等之姓名列入貴公司股東名冊，作為該等供股股份之持有人。

1..... 2..... 3..... 4.....
申請人簽署(所有聯名申請人均須簽署)

日期：二零零五年.....月.....日

本表格填妥後，連同按申請額外供股股份數目支付每股供股股份0.10港元之認購款項，須於二零零五年十月二十五日星期二下午四時正前交回本公司香港股份過戶登記分處登捷時有限公司，地址為香港灣仔告士打道56號東亞銀行灣仔中心地下。所有股款須以港元繳付，並以香港持牌銀行港幣戶口開出之支票或以香港持牌銀行發出之獨立本票支付。所有支票或銀行本票均須註明抬頭人為「Unity Investments Holdings Limited – Excess Application Account」，並以「只准入抬頭人賬戶」方式劃線開出。所有有關額外供股股份申請表格之查詢均須寄交上述地址之本公司股份過戶登記分處。

所有支票及銀行本票於收訖後隨即過戶，而有關款項之所有利息撥歸本公司所有。填妥之額外供股股份申請表格連同所申請供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時可獲兌現。在不影響其他有關權利之情況下，本公司有權在支票或銀行本票首次過戶未能兌現時拒絕受理有關之額外供股股份申請表格。

任何人士填妥及交回額外供股股份申請表格構成對本公司作出之一項保證及聲明，表示該位人士已遵照或將遵照有關該項申請之所有登記、法律或監管規定。

香港以外地區任何人士並無獲准採取任何行動(包括根據香港以外任何司法權區之適用法例進行登記或存檔)以在香港以外司法權區發售供股股份、分派供股章程、有關之暫定配額通知書及本額外供股股份申請表格。

任何香港以外司法權區之人士倘接獲供股章程或一份暫定配額通知書或本額外供股股份申請表格，除非於有關司法權區可合法提出認購邀請而毋須辦理任何登記手續或符合其他法例或監管規定，否則不得視為申請供股股份之邀請或建議。任何在香港以外司法權區之人士如欲申請認購供股股份，有責任遵守一切有關司法權區之所有法例及規則，包括取得任何政府或其他方面之同意，以及繳付該司法權區規定須就此繳付之任何稅款及稅項。本公司不會接納登記地址於香港以外任何人士之額外供股股份申請。倘本公司相信接納有關申請會觸犯任何香港以外司法權區之適用證券或其他法例或規則，則本公司有權拒絕接納任何認購額外供股股份之申請。

閣下將接獲本公司通知任何額外供股股份之配額。倘閣下未獲配發任何額外供股股份，則申請認購時所付款項之退款支票及如閣下獲配發之額外供股股份數目少於所申請數目而多繳之申請款項之退款支票須期將於二零零五年十月三十一日星期一或之前寄予閣下，郵誤風險概由閣下承擔。任何該等支票將以本表格所列之人士為抬頭人，預期有關供股股份之股票將不遲於二零零五年十月三十一日星期一寄出，郵誤風險概由該等人士承擔。

所有文件(包括應付款項之支票)將以普通郵遞方式寄發予有關申請人或其他應得人士，郵誤風險概由彼等承擔。

每份申請表格須隨附一張獨立支票或銀行本票
本公司將不另發收據

此欄只供本公司填寫

申請編號	申請之額外供股股份數目	申請時繳付之款項	退還餘額
		港元	港元



Unity Investments Holdings Limited

合一投資控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 913)

10 October, 2005

Dear Shareholder,

INTRODUCTION

In accordance with the terms and subject to the conditions in the Prospectus accompanying this letter, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this provisional allotment letter on the basis of ten Rights Shares for every Share registered in your name in the register of members on Tuesday, 13 September, 2005. Your holdings of the Shares as at that 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 when adopted herein unless the context otherwise requires.

RIGHTS SHARES

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

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

No action (including registration or filing under any applicable legislation of any jurisdiction other than Hong Kong) has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus, this provisional allotment letter and the form of application for excess Rights Shares in any jurisdiction other than Hong Kong.

No person receiving a copy of the Prospectus or this provisional allotment letter or a form of application for excess Rights Shares in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant territories, including the obtaining of any government or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. No application for Rights Shares will be accepted from any person whose registered address is outside Hong Kong. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

Completion and return of a provisional allotment letter by any person in Hong Kong will constitute a warranty and representation to the Company, by such person, that all registration, legal or regulatory requirements of all relevant jurisdictions in connection with the provisional allotment letter, have been, or will be, complied with.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this provisional allotment letter intact with the Company's branch share registrar in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as shown in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 25 October, 2005. All remittances must be in Hong Kong dollars and cheques or cashier orders must be crossed "**Account Payee Only**" and drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or issued by a licensed bank in Hong Kong and made payable to "**Unity Investments Holdings Limited – Rights Issue Account**". Such payment will constitute acceptance of the provisional allotment on the terms of this provisional allotment letter and the Prospectus and subject to the memorandum and article of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this provisional allotment letter should be addressed to the Company's branch share registrar in Hong Kong at the above address.

It should be noted that, unless a provisional allotment letter, duly completed, together with the appropriate remittance shown in Box C, has been received as described above by 4:00 p.m. on Tuesday, 25 October, 2005, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (as 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.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you, you must complete the form of transfer and nomination (Form B), and hand this provisional allotment letter to the person(s) to or through whom you are transferring your rights hereunder. 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 for the full amount payable on acceptance as shown in Box C with the Company's branch share registrar in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Tuesday, 25 October, 2005. 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 your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you or transfer your rights to more than one person, this provisional allotment letter must be surrendered by not later than 4:00 p.m. on Monday, 17 October, 2005 at the Company's branch share registrar in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong, which will cancel the original provisional allotment letter and issue new provisional allotment letter(s) in the denominations required. No fee will be charged for splitting of the provisional allotment.

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 4:00 p.m. on the second business day following the Acceptance Date if there occurs: (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (ii) 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 currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, terrorism, strike or lock-out, and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue. If, at or prior to 4:00 p.m. on the second business day following Acceptance Date: (i) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or (ii) the Underwriter receives the relevant notification pursuant to the Underwriting Agreement upon the Company becoming aware of, any untrue or inaccurate provided in the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or (iii) the circular or the Prospectus Documents when published, contain information which would be untrue or inaccurate in any material respect and the Company has failed to promptly send out any announcements or circulars (after the despatch of the circular or the Prospectus Documents), in such manner (and as appropriate with such contents), as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company. Upon termination of the Underwriting Agreement, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine and neither party to the Underwriting Agreement shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter the fees agreed by the parties pursuant to the Underwriting Agreement.

If the Underwriter exercises such right and terminates the Underwriting Agreement, the Rights Issue will not proceed.

CHEQUES AND CASHIER ORDERS

All cheques and cashier orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any provisional allotment letter in respect of which the accompanying cheque or cashier order is dishonoured on first presentation is liable to be rejected. Completion and return of a provisional allotment letter together with a cheque or cashier order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or cashier order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any provisional allotment letter in respect of which the accompanying cheque or cashier order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by the Company's branch share registrar in Hong Kong to the persons entitled thereto at their own risk on Monday, 31 October, 2005.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying form of application for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out in it with the Company's branch share registrar in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Tuesday, 25 October, 2005. All remittances must be in Hong Kong dollars and must be forwarded either by cheque drawn on a Hong Kong dollar account with a licensed bank in Hong Kong or by a separate cashier order issued by a licensed bank in Hong Kong. All such cheques or cashier orders must be made payable to "**Unity Investments Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

Excess Rights Shares, if any, will be allocated by the Company to the applicants at the Directors' discretion, on a fair and equitable basis.

GENERAL

Lodgement of the provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the provisional allotment letter has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the relative share certificates. Further copies of the Prospectus are available at the Company's branch share registrar in Hong Kong, Tengis Limited, at Ground Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This provisional allotment letter and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.



Unity Investments Holdings Limited

合一投資控股有限公司

(於開曼群島註冊成立之有限公司)
(股份代號: 913)

敬啟者:

緒言

根據隨附本函件之供股章程所載條款及條件,董事已暫定配發本暫定配額通知書首頁所載數目之本公司供股股份予閣下,基準為於二零零五年九月十三日星期二(閣下名義在股東名冊上登記每一股股份可獲配發十股供股股份)。閣下於該日持有之股份列於甲欄,而所獲暫定配發之供股股份數目則列於乙欄。除文義另有所指外,於供股章程中已界定之詞語與本函件所採用者具有相同涵義。

供股股份

已發行及繳足股款之供股股份將在各方面與配發及發行供股股份當日已發行之股份享有同等權益,繳足股款供股股份之持有人將有權收取根據配發及發行繳足股款供股股份日期或當日之後可能宣派、作出或派付之所有未來股息及其他分派。

待聯交所批准未繳股款及繳足股款的供股股份上市及買賣,並符合香港結算的證券收納規定後,未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券,自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或香港結算指定的其他日期起,可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日的交易交收必須於其後第二個交易日在中央結算系統進行。所有於中央結算系統進行之活動必須遵照當時生效的《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。

本公司並無採取行動(包括根據香港以外任何司法權區之適用法例進行登記或存檔),以准許在香港以外任何司法權區發售供股股份或派發供股章程,本暫定配額通知書及額外供股股份申請表格。

任何香港以外司法權區之人士倘接獲供股章程或一份暫定配額通知書或本額外供股股份申請表格,除非於有關司法權區可合法提出認購邀請而毋須辦理任何登記手續或符合其他法例或監管規定,否則不得視為申請供股股份之邀請或建議。任何在香港以外司法權區之人士如欲申請認購供股股份,有責任遵守一切有關司法權區之所有法例及規則,包括取得任何政府或其他方面之同意,以及繳付該司法權區規定須就此繳付之任何稅款及稅項。本公司不會接納登記地址位於香港以外任何人士之額外供股股份申請。倘本公司相信接納有關申請會觸犯任何香港以外司法權區之適用證券或其他法例或規則,則本公司有權拒絕接納任何認購額外供股股份之申請。

香港以內任何人士填妥及交回暫定配額通知書,將構成對本公司作出之一項保證及聲明,表示該位人士已遵照或將遵照有關暫定配額通知書在有關司法權區之所有登記、法律或監管規定。

接納手續

閣下如全數接納供股股份暫定配額,必須將整份暫定配額通知書連同丙欄所示須於接納供股股份時應付之全數股款,於二零零五年十月二十五日星期二下午四時正前交回本公司香港股份過戶登記分處登捷時有限公司,地址為香港灣仔告士打道56號東亞銀行港灣中心地下。所有股款須以港元繳付,而支票或銀行本票須由香港持牌銀行之港元戶口或由一間香港持牌銀行以「只准入抬頭人賬戶」劃線方式開出,並須註明抬頭人為「Unity Investments Holdings Limited – Rights Issue Account」。繳付股款後,即表示已按本暫定配額通知書及供股章程所載之條款,及在本公司組織大綱及章程之規限下接納暫定配額。所有繳款將不獲發收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之本公司香港股份過戶登記分處。

謹請注意,除非由原獲配人或以本身名義經已有效轉讓權利之任何人士填妥之暫定配額通知書連同丙欄所示之應繳股款已按上文所述於二零零五年十月二十五日星期二下午四時正前送達,否則閣下之暫定配額及一切據此而獲得之權利將視作已放棄而取消。本公司或會(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效,且對交回之人士或代表其交回之人士具有約束力。

轉讓

閣下如欲將暫定配發予閣下之供股股份認購權全部轉讓,須填寫轉讓及提名表格(表格乙),並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。承讓人須填妥並簽署登記申請表格(表格丙),然後將整份暫定配額通知書連同丙欄所示須於接納配發時繳足之全部股款最遲於二零零五年十月二十五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登捷時有限公司,地址為香港灣仔告士打道56號東亞銀行港灣中心地下。務請注意,閣下轉讓有關供股股份之認購權予承讓人時須繳付印花稅,而承讓人於接納有關權利時亦須繳付印花稅。

分拆

閣下如欲接納部份暫定配額或將暫定配發予閣下之供股股份認購權之部份轉讓予他人或將認購權轉讓予超過一名人士,則最遲須於二零零五年十月十七日星期一下午四時正前將本暫定配額通知書交回本公司之香港股份過戶登記分處登捷時有限公司,地址為香港灣仔告士打道56號東亞銀行港灣中心地下。登捷時有限公司將取消原有之暫定配額通知書,並按所要求拆細之配額類別新發暫定配額通知書。分拆暫定配額毋需支付任何費用。

終止包銷協議

倘發生下列事件,則包銷商可於接納日期後第二個營業日下午四時正前,隨時向本公司發出書面通知,終止包銷協議所載的安排:(i)頒佈任何新法例或法規或修改現有法例或法規(或其司法詮釋);或(ii)當地、全國或國際政治、軍事、金融、經濟或貨幣(包括港元與美元的聯繫匯率制度改變)或其他性質(不論性質是否與任何上述者相同)事件或轉變(不論是否屬於包銷協議日期前及/或後出現或持續的一連串事件或轉變);或當地、全國或國際敵意或軍事衝突爆發或升級,或發生影響當地證券市場的事件或轉變;或(iii)天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、恐怖襲擊、罷工或停工,而包銷商合理認為上述轉變會對本集團整體業務、財政或經營狀況或前景或供股的順利進行有重大不利影響,或使供股不宜或不應進行。倘於接納日期後第二個營業日下午四時正或之前:(i)本公司嚴重違反或並無遵守包銷協議所列明須承擔或遵守的任何責任或承諾;而對本公司業務、財政或經營狀況有重大不利影響;或(ii)包銷商根據包銷協議,於本公司得悉包銷協議所載內容失實或不準確時接獲有關通知,而包銷商合理地認為上述失實聲明或保證使本集團整體業務、財政或經營狀況或前景有或可能有重大不利變化,或大有可能對供股有重大不利影響;或(iii)函函或章程文件於刊登時載有在任任何主要方面失實或不確的資料,而本公司未能及早按包銷商合理要求的方式及(如適用)內容刊登公佈或通函(已寄發供股文件),以防止本公司證券出現造市,則包銷商有權(但非必須)向本公司發出書面通知,選擇因上述事項或事件而解除包銷商根據包銷協議須履行的責任。當終止包銷協議時,包銷商根據包銷協議須履行的一切相關責任即告終止,而包銷協議各訂約方不得就包銷協議或其任何事項或事宜向其他訂約方提出索償,惟本公司仍須向包銷商支付雙方根據包銷協議協定的費用。

倘包銷商行使有關權利及終止包銷協議,則供股將不會進行。

支票或銀行本票

所有支票及銀行本票於收訖後隨即過戶,而有關款項之全部利息撥歸本公司所有。任何暫定配額通知書所附之支票或銀行本票未能於首次過戶時兌現,有可能被拒絕受理。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成認購人之一項保證,表示該支票或銀行本票於首次過戶時將可兌現。在不影響其他有關權利之情況下,本公司有權在支票或銀行本票首次過戶未能兌現時拒絕受理有關之暫定配額通知書。在此情況下,有關之暫定配額及就此而獲賦予之所有權利將被視作不獲接納而予以註銷。

股票

繳足股款供股股份之股票將於二零零五年十月三十一日星期一由本公司香港股份過戶登記分處寄予應得之人士,郵誤風險概由彼等承擔。

額外供股股份

閣下如擬申請認購多於閣下根據供股發行所獲暫定配額之任何供股股份,必須按隨附之額外供股股份申請表格之指示填妥並簽署表格,連同就所申請認購額外供股股份時須繳付之款項之獨立支票,最遲於二零零五年十月二十五日星期二下午四時正前交回本公司香港股份過戶登記分處登捷時有限公司,地址為香港灣仔告士打道56號東亞銀行港灣中心地下。所有股款須以香港持牌銀行戶口開出之港元支票或以香港持牌銀行發出之獨立港元本票支付,所有支票或銀行本票均須註明抬頭人為「Unity Investments Holdings Limited – Excess Application Account」,並以「只准入抬頭人賬戶」方式劃線。所有繳款將不獲發收據。

額外供股股份(如有)將由本公司董事酌情按公平合理之基準配發予申請人。

一般事項

暫定配額通知書連同(如適用)由獲發暫定配額通知書人士所簽署之轉讓及提名表格一經交回,即確證交回之人士(一名或多名)有權處理暫定配額通知書及收取分拆之配額通知書及/或有關股票。閣下如需要額外之供股章程,可於本公司香港股份過戶登記分處登捷時有限公司,地址為香港灣仔告士打道56號東亞銀行港灣中心地下索取。所有文件(包括退款支票)將以普通郵遞方式寄予有關申請人或應得之人士,郵誤風險概由彼等承擔。

本暫定配額通知書及所有接納其中所載之建議均須受香港法例監管,並按其詮釋。

此致

列位股東 台照

二零零五年十月十日