

IMPORTANT

TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF CAPITAL VC LIMITED (THE "COMPANY") DATED 4 JULY 2013 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES. THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE USE OF THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR RIGHTS SHARES, IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO IT, HIM, HER OR THEM.

Applications must be received by 4:00 p.m. on Thursday, 18 July 2013.
If you are in any doubt about this form or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice.
A copy of this application form, together with a copy of the Prospectus and the other documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix IV to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of the documents referred to above.
Hong Kong Exchanges and Clearing Limited, the Stock Exchange and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this form, 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 form.
The Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given to the Company at any time prior to 4:00 p.m. on the Settlement 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 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, epidemic, 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 Settlement Date:
i. the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties 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 shall receive notification pursuant to the Underwriting Agreement, 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 Company shall, after certain matter or event referred to in the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to 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 issued by the Underwriter 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 the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any 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 such fees and expenses (but not the underwriting commission) referred to in the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.
It should be noted that the Shares have been dealt in on an ex-entitlement basis since Tuesday, 25 June 2013 and that the Rights Shares will be traded in their nil-paid form from Monday, 8 July 2013 to Monday, 15 July 2013, both dates inclusive. Such dealings will take place during the period when the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the existing Shares during the period up to the date on which all conditions to which the Rights Issue is subject are to be fulfilled, which is expected to be on or before 4:00 p.m. on Tuesday, 23 July 2013, and any Shareholder or other person dealing in the Rights Shares in their nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional and therefore may not proceed. Any Shareholder or other person contemplating dealing in the Shares or the Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.
The form of application for excess Rights Shares and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

Share registrar in Hong Kong:

Tricor Tengis Limited
26th Floor, Tesbury Centre
28 Queen's Road East
Wanchai
Hong Kong

Capital VC Limited
首都創投有限公司

(Incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong as CNI VC Limited)

(Stock Code: 2324)

Registered office:

Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Head office and principal
place of business in Hong Kong:

Room 602, 6th Floor
New World Tower
16-18 Queen's Road Central
Hong Kong

RIGHTS ISSUE OF 50,464,341 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$0.65 PER RIGHTS SHARE ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE BY QUALIFYING SHAREHOLDERS

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

Application can only be made by the
Qualifying Shareholder(s)
named here.

To the Directors,
Capital VC Limited
Dear Sirs,

I/We, being the Qualifying Shareholder(s) named above, hereby apply for _____ excess Rights Shares, at the subscription price of HK\$0.65 per Rights Share under the Rights Issue. I/we enclose a separate remittance by cheque or cashier's order in favour of "Capital VC Limited – Excess Application Account" and crossed "account payee only" for HK\$ _____ being payment in full on application for the above mentioned number of excess Rights Shares, and I/we hereby request you to allot such excess Rights Shares applied for or any smaller number to me/us, and to send by ordinary post at my/our risk to my/our address shown on the register of members of the Company the certificate(s) for the number of excess Rights Shares, if any, allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us, if any. I/we understand that allotments in respect of this application shall be made at the sole discretion of the Directors on a fair and reasonable basis and preference will be given to topping up odd lots of Rights Shares to whole board lots.

I/We hereby undertake to accept such number of excess Rights Shares, as may be allotted to me/us as aforesaid under the terms set out in the Prospectus and the provisional allotment letter referred to therein and subject to the memorandum of association and articles of association of the Company. In respect of any excess 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. _____

Date: _____ 2013 Signature(s) of applicant(s) (All joint applicants must sign) Contact Telephone No.: _____

This form should be completed and lodged, together with payment of HK\$0.65 per Rights Share for the number of excess Rights Shares applied for (in cheques or cashier's orders), with the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Thursday, 18 July 2013. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Capital VC Limited – Excess Application Account" and crossed "account payee only". No receipt will be issued for such remittance.

All cheques and cashier's orders 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 lodgement of a form of application for excess Rights Shares together with a cheque or cashier's order in payment for the excess Rights Shares applied for will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to any other rights in respect thereof, the Company reserves the right to reject any form of application for excess Rights Shares in respect of which the cheque or cashier's order is dishonoured on first presentation.

The Prospectus and the related application forms have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus or any of the related application forms, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of any of the Prospectus or any of the related application forms in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for excess 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 (including but without limitation to nominee, agent and trustee) receiving a copy of the Prospectus or any of the related application forms outside Hong Kong and wishing to take up the Rights Shares under the Prospectus to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Any acceptance 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 complied with. If you are in any doubt as to your position, you should consult your professional advisers.

You will be notified by the Company's share registrar in Hong Kong, Tricor Tengis Limited, of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that cheque(s) for the amount tendered on application will be posted to you in full without interest by ordinary post at your own risk on or before Tuesday, 30 July 2013. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that cheque(s) for the surplus application monies will be posted to you without interest by ordinary post at your own risk on or before Tuesday, 30 July 2013. Any such cheque(s) will be drawn in favour of the person(s) named on this form. It is expected that share certificates in respect of the fully-paid Rights Shares will be posted by ordinary post at your own risk on or before Tuesday, 30 July 2013. You will receive one share certificate for the fully-paid Rights Shares allotted and issued to you.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the persons entitled thereto to their respective addresses shown on the register of members of the Company.

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE ISSUED.

FOR OFFICE USE ONLY

| Application number | Number of excess Rights Shares applied for | Amount paid on application | Balance returned |
|--------------------|--|----------------------------|------------------|
| | | HK\$ | HK\$ |