

Provisional allotment letter number
暫定配額通知書編號

IMPORTANT
重要提示

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 DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. The offer contained in this document and the accompanying form of application for excess Rights Shares expires at 4:00 p.m. on Thursday, 18 July 2013.

If you are in any doubt about this document or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice. Dealings in the 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 arrangements and how such arrangements may affect your rights and interests.

A copy of this provisional allotment letter, 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 by 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 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.

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange and 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 the respective dates of commencement of dealings in the Rights Shares in both 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.

除文義另有所指外，首都創投有限公司(本公司)於二零一三年七月四日刊發之章程(「章程」)所界定之詞語均與本通知書所採用者具相同涵義。

本文件具有價值及可轉讓，並須 閣下立即處理。本文件及隨附之額外供股股份申請表格所載之建議於二零一三年七月十八日(星期四)下午四時正截止。

閣下如對本文件或應採取之行動有任何疑問應諮詢合適獨立顧問以獲取獨立專業意見。

買賣本公司股份可透過由香港中央結算有限公司(「香港結算」)所管理之中央結算及交收系統(「中央結算系統」)進行交收。 閣下應就該等交收安排之詳情及有關安排對 閣下之權利及權益可能造成之影響，諮詢 閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

本暫定配額通知書之印本，連同章程之印本及本章程附錄四(「送呈公司註冊處處長之文件」)一段所述之其他文件印本，已遵照香港法例第32章公司條例第342C條之規定於香港公司註冊處處長登記。香港之公司註冊處處長及證券及期貨事務監察委員會對上述任何文件之內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責，對其準確性或完備性亦不發表任何聲明，並明確表示概不就因本文件全部或任何部份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。

倘未繳股款及繳足股款之供股股份獲准在聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款之供股股份接納為合資格證券，由未繳股款及繳足股款之供股股份各自開始在聯交所進行買賣之有關日期或香港結算決定之其他日期起，可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所進行之交易，均須於其後第二個交易日在中央結算系統進行交收。所有中央結算系統之活動均根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。

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)
(於開曼群島註冊成立之有限公司並以CNI VC Limited名稱在香港經營業務)

(Stock Code: 2324)

(股份代號: 2324)

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

Share registrar in Hong Kong:
香港股份登記處:

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

卓佳登捷時有限公司
香港
灣仔
皇后大道東28號
金鐘匯中心26樓

按於記錄日期合資格股東所持
每兩股股份獲發一股供股股份之基準
以認購價每股0.65港元
進行50,464,341股供股股份之供股

Registered office:
註冊辦事處:

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

Head office and principal
place of business in Hong Kong:
香港總辦事處兼主要營業地點:

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

香港
皇后大道中16-18號
新世界大廈
6樓602室

4 July 2013
二零一三年七月四日

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

Blank area for Qualifying Shareholder(s) name and address.

Contact telephone no. 聯絡電話:

Total number of Shares registered in your name(s) on Tuesday, 2 July 2013
於二零一三年七月二日(星期二)以 閣下名義登記之股份總數

Box A
甲

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance
by no later than 4:00 p.m. on Thursday, 18 July 2013
暫定配發予 閣下之供股股份總數。股款須不遲於二零一三年七月十八日(星期四)下午四時正接納時繳足。

Box B
乙

Total subscription monies payable
應繳認購款項總額

Box C
丙

HKS
港元

To accept this provisional allotment in full, you must lodge this document intact with the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the amount shown in Box C so as to be received by no later than 4:00 p.m. on Thursday, 18 July 2013. 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 - Provisional Allotment Account".

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:

- an introduction of any new law or regulation or any change in existing law or regulation (of the judicial interpretation thereof); or
- 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 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
- 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.

ii. at or prior to 4:00 p.m. on the Settlement Date:

- 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
- 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
- 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 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 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 existing Shares have been dealt in on an entitlement basis as from 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 will not proceed. Any Shareholder or other person contemplating dealing in the existing 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.

閣下如要接納暫定配額，必須將本文件整份交回以連同(或附上)下列兩項所示款額之支票，不遲於二零一三年七月十八日(星期四)下午四時正送交本公司之香港股份登記處卓佳登捷時有限公司。地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出。註明抬頭人為「Capital VC Limited - Provisional Allotment Account」以及「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。所有繳款將不獲變動收據。

倘發生下列情況，則包銷商將有權於交收日期下午四時正前，隨時將本公司發出書面通知，以終止包銷協議所載之安排：

- 任何地方、國家或國際事件之政治、軍事、金融、經濟或貨幣市場或其他性質(不論屬於本文件日期之前及/或之後發生或持續發生之連串事件或變動之部分與否)(包括港元與美元匯價掛鈎之聯匯制度變動)，或任何地方、國家或國際事件之政治、軍事、金融、經濟或貨幣市場或其他性質(不論屬於本文件日期之前及/或之後發生或持續發生之連串事件或變動之部分與否)；
- 任何火災、戰爭、暴動、騷亂、公共秩序、內亂、水災、火災、爆炸、疫症、恐怖活動、罷工或停工；
- 任何自然災害、戰爭、暴動、騷亂、公共秩序、內亂、水災、火災、爆炸、疫症、恐怖活動、罷工或停工；
- 前包銷商合理認為，有關變動會對本集團之整體業務、財務或經營狀況或前景，或供股之成功構成重大不利影響，或使進行供股變得不可行或不明智。

ii. 本公司重大及或未有遵守其根據包銷協議承擔之任何責任、承諾、聲明或保證，而該違反行為或不作為將對其業務、財務或經營狀況構成重大不利影響；或

iii. 包銷商合理認為，或任何其他方方式得知，包銷協議所載之任何聲明或保證於作出之時為失實或不準確，或倘按包銷協議作出申時將損失實或不準確，而包銷商合理認為任何該等失實聲明或保證意味著或很可能意味著本集團之整體業務、財務或經營狀況或前景出現重大不利變動；或

iv. 於發售或包銷商得知發生包銷協議所載之若干事宜或事件後，本公司未有立即按包銷商可能合理要求之形式(及按適當內容)發出任何公告或通知(於寄發章程文件後)，以防止本公司證券出現市場情況；

包銷商將有權於交收日期下午四時正前，隨時將有關通知及有關其於包銷協議下責任之通知，以書面通知本公司。倘發生上述任何一項情況，則包銷商將有權於交收日期下午四時正前，隨時將有關通知及有關其於包銷協議下責任之通知，以書面通知本公司。倘發生上述任何一項情況，則包銷商將有權於交收日期下午四時正前，隨時將有關通知及有關其於包銷協議下責任之通知，以書面通知本公司。

倘包銷商合理認為，或任何其他方方式得知，包銷協議所載之任何聲明或保證於作出之時為失實或不準確，或倘按包銷協議作出申時將損失實或不準確，而包銷商合理認為任何該等失實聲明或保證意味著或很可能意味著本集團之整體業務、財務或經營狀況或前景出現重大不利變動；或

iv. 於發售或包銷商得知發生包銷協議所載之若干事宜或事件後，本公司未有立即按包銷商可能合理要求之形式(及按適當內容)發出任何公告或通知(於寄發章程文件後)，以防止本公司證券出現市場情況；

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, 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 ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，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。在以本文件登記轉讓供股股份權益之前，須出示已繳付從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their rights to subscribe for the Rights Shares comprised herein)
(只供有意全數轉讓其/彼/彼等可認購本表格所列供股股份權利之合資格股東填寫及簽署)

To: The Directors,
Capital VC Limited

致：首都創投有限公司
列位董事 台照

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

敬啟者：
本人/吾等謹將本暫定配額通知書所列本人/吾等可認購供股股份之權利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日期：_____ 2013

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

附註：轉讓閣下可認購供股股份之權利須繳納香港印花稅。

Form C

REGISTRATION APPLICATION FORM

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 are being transferred)

(只供獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors,
Capital VC Limited

致：首都創投有限公司
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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and articles of association of the Company.

敬啟者：
本人/吾等謹請董事將表格甲中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隨附之章程所載條款，以及在貴公司之組織章程大綱及公司細則規限下，接納此等供股股份。

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

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first named applicant only. 請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。			
Name in English 英文姓名	Family Name or Company Name (姓氏或公司名稱)	Other Name (名字)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名申請人(如有)姓名			
Address in English (Joint applicants should give one address only) 英文地址 (聯名申請人只須提供一個地址)			
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 Number 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日期：_____ 2013

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.

如已填妥本表格，承讓人須繳付從價印花稅。

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。

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)

4 July 2013

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and subject to the conditions set out in the Prospectus in connection with the Rights Issue accompanying this provisional allotment letter, the Directors have provisionally allotted to you the number of Rights Shares indicated on the front page of this provisional allotment letter on the basis of one Rights Share for every two Shares registered in your name on the register of members of the Company at the close of business on the Record Date (Tuesday, 2 July 2013). Your holding of Shares as at that date is set out in Box A and the total number of Rights Shares provisionally allotted to you is set out in Box B.

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

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 jurisdiction 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 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 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 (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.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of the Rights Shares, you must lodge the whole of this provisional allotment letter intact with the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance in cheques or cashier's orders for the full amount payable on acceptance, as shown in Box C, so as to be received by the Company's share registrar in Hong Kong by no later than 4:00 p.m. on Thursday, 18 July 2013. All remittances must be in Hong Kong dollars and 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 – Provisional Allotment Account" and must be crossed "account payee only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares, 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. No receipt will be given for such remittances.

It should be noted that, unless this provisional allotment letter duly completed, together with the appropriate remittance shown in Box C, have been received as described above by no later than 4:00 p.m. on Thursday, 18 July 2013, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights to subscribe for the Rights Shares thereunder will be deemed to have been declined and will be cancelled. 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. The Company may require such incomplete provisional allotment letter to be completed by the relevant applicants at a later stage. Completion and lodgement of a 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 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 in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C 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 in Hong Kong dollars and 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 – Provisional Allotment Account" and must be crossed "account payee only". It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, this provisional allotment letter must be surrendered by no later than 4:30 p.m. on Wednesday, 10 July 2013 to the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong. The Company's share registrar in Hong Kong will cancel the original provisional allotment letter and issue new provisional allotment letters in the denominations required which will be available for collection at the Company's share registrar in Hong Kong on the second business day after your surrender of the original provisional allotment letter.

TERMINATION OF THE UNDERWRITING AGREEMENT

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:

- an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
 - 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
 - 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:

- 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
- 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
- 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.

CHEQUES OR CASHIER'S ORDERS

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 or return of this provisional allotment letter, together with a cheque or cashier's order in payment for the Rights Shares accepted, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Any application in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the assured allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES FOR RIGHTS SHARES

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be despatched by ordinary post to those entitled thereto and, in the case of joint holders, to the first-named holder registered on the register of members of the Company at their own risk to their registered addresses on or before Tuesday, 30 July 2013.

You will receive one share certificate for the fully-paid Rights Shares allotted and issued to you.

APPLICATION FOR EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying form of application for excess Rights Shares, in accordance with the instructions printed thereon and lodge it, together with a separate remittance in cheques or cashier's orders for the full amount payable on application in respect of the excess Rights Shares applied for, 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 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 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 reasonable basis. Preference will be given to topping up odd lots of Rights Shares to whole board lots. Shareholders who have been provisionally allotted with odd lots of Rights Shares pursuant to their provisional allotment letters should note that there is no guarantee that such odd lots of Rights Shares will be topped up to create whole board lots pursuant to applications for excess Rights Shares.

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 this provisional allotment letter 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 letters of allotment and/or the relevant certificates for the Rights Shares. Copies of the Prospectus are available at the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.

Fractional entitlements to Rights Shares will not be allotted but will be aggregated and sold on the Stock Exchange, if a premium, net of expenses, can be obtained for the benefit of the Company.

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

Yours faithfully,
For and on behalf of
Capital VC Limited
Chan Cheong Yee
Executive Director