

**IMPORTANT**

THIS EXCESS APPLICATION FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE ENTITLED BY HIM/THEM UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY NO LATER THAN 4:00 P.M. ON TUESDAY, 31 MARCH 2009.

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

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this Excess Application 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 Excess Application Form.

A copy each of this Excess Application Form, the prospectus of Unity Investments Holdings Limited (the "Company") dated 16 March 2009 (the "Prospectus") and the provisional allotment letter, and having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in appendix V to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by 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 shares of the Company may be settled through the Central Clearing and Settlement System operated by HKSCC and you should consult a 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.

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

# 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 OF 512,155,110 RIGHTS SHARES AT A PRICE OF HK\$0.10 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY SHARE HELD ON RECORD DATE BY QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON APPLICATION

#### FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

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

To: The Directors  
Unity Investments Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of the Shares, hereby irrevocably apply for \_\_\_\_\_ excess Rights Share(s) at an issue price of HK\$0.10 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's order in favour of "Unity Investments Holdings Limited – Excess Application Account" for HK\$\_\_\_\_\_ and crossed "Account Payee Only". Completion and return of this Excess Application Form together with a cheque or cashier's order in payment for the excess Rights Shares for which are the subject of this Excess Application Form will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If the cheque or cashier's order is not honoured on first presentation, this Excess Application Form is liable to be rejected.

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 the address shown above the share certificates for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any surplus application monies returnable to me/us. I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors. I/We acknowledge that I am/we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

I/We hereby undertake to accept such number of excess 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 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 the holder(s) of such excess Rights Shares.

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

Date: \_\_\_\_\_, 2009

This Excess Application Form should be completed and lodged, together with payment by cheque or cashier's order in respect of HK\$0.10 per excess Rights Share applied for, with the Company's branch share registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Tuesday, 31 March 2009. 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 "Unity Investments Holdings Limited – Excess Application Account" and crossed "Account Payee Only". Completion and return of this Excess Application Form together with a cheque or cashier's order in payment for the excess Rights Shares for which are the subject of this Excess Application Form will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If the cheque or cashier's order is not honoured on first presentation, this Excess Application Form is liable to be rejected.

No action has been taken to permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any jurisdiction other than Hong Kong. No person receiving a copy of the Prospectus or the provisional allotment letter or this Excess Application Form 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 on his/its 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. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full without interest by means of a cheque despatched by ordinary post to you by no later than Tuesday, 7 April 2009 at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you by means of a cheque despatched by ordinary post to you, without interest, by no later than Tuesday, 7 April 2009, at your own risk. Any such cheque will be drawn in favour of the applicant(s) named on this Excess Application Form. This Excess Application Form and all applications made pursuant to it should be governed by, and construed in accordance with, the laws of Hong Kong.

**Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 18 March 2009 to Thursday, 26 March 2009 (both dates inclusive). Such dealings will take place during a period when all the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Thursday, 2 April 2009), or Rights Shares in their nil-paid form from Wednesday, 18 March 2009 to Thursday, 26 March 2009 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/its position is recommended to consult his/its professional adviser.**

**In particular, the Directors would like to draw your attention to the fact that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued 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 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, 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; or
- 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 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 shall receive 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 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 any matter or event referred to in the relevant clauses of 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, and 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 the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and terminate and none of the parties thereunder 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 such fees as may then be agreed by the parties to the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed. Full details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE GIVEN.  
(For office use only)**

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

重要提示

本額外供股股份申請表格具有價值，但不可轉讓，並僅供下文列名並擬根據供股申請認購其有權認購之配額以外之額外供股股份之合資格股東使用。申請最遲須於二零零九年三月三十一日（星期二）下午四時正前遞交。

閣下對本額外供股股份申請表格任何內容或應採取之行動如有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

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（「香港結算」）對本額外供股股份申請表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本額外供股股份申請表格之全部或任何部份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。

本額外供股股份申請表格、合一投資控股有限公司（「本公司」）於二零零九年三月十六日刊發之供股章程（「供股章程」）及暫定配額通知書，以及隨附之供股章程附錄五「送呈公司註冊處文件」一段所述之文件，已依據公司條例第342C條之規定送呈香港公司註冊處登記。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。

本公司股份之買賣可以由透過香港結算營辦之中央結算及交收系統進行交收。閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及該等安排對閣下享有之權利與權益所構成之影響。

除文義另有所指外，供股章程所界定之詞語與本表格內所採用者具相同涵義。

# 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

按合資格股東

於記錄日期每持有一股股份

可獲發一股供股股份之基準進行供股，

以每股供股股份港幣0.10元之價格

配售512,155,110股供股股份

供股股款須於申請時繳足

額外供股股份申請表格

合資格股東姓名及地址

只供名列本欄之  
合資格股東  
申請認購。

致：合一投資控股有限公司  
列位董事

敬啟者：

本人／吾等為上文列名之股份登記持有人，現不可撤回地以每股供股股份港幣0.10元之發行價申請認購\_\_\_\_\_股額外供股股份，並附上港幣\_\_\_\_\_元以「只准入抬頭人賬戶」劃線方式獨立開出，並註明抬頭人為「Unity Investments Holdings Limited – Excess Application Account」之支票或銀行本票，作為申請認購上述數目額外供股股份須全數支付之股款。

本人／吾等謹請 貴董事配發該等所申請認購或任何較所申請認購數目為少之額外供股股份予本人／吾等，並將本人／吾等就此項認購申請可能獲配發之額外供股股份數目之股票及／或應退還予本人／吾等任何多出之申請款項之支票，按上列地址以平郵方式郵寄予本人／吾等，郵誤風險概由本人／吾等承擔。本人／吾等明白就此項認購申請所獲配發之額外供股股份由 貴董事全權酌情配發。本人／吾等知悉本人／吾等未必可獲配發全部或任何部份所申請認購之額外供股股份。

本人／吾等承諾按照供股章程所載之條款，並在 貴公司之組織章程大綱及細則限制下接納可能配發予本人／吾等之額外供股股份數目。本人／吾等就任何獲配發之額外供股股份授權 貴董事將本人／吾等之姓名列入 貴公司之股東名冊，作為該等額外供股股份之持有人。

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

日期：二零零九年\_\_\_\_\_月\_\_\_\_\_日

本額外供股股份申請表格必須填妥，連同按申請認購總數之額外供股股份以每股供股股份港幣0.10元計算之應繳股款支票或銀行本票，最遲於二零零九年三月三十一日（星期二）下午四時正前交回本公司之股份過戶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20樓。所有股款須以港幣支付，而支票及銀行本票須由香港之銀行戶口開出，註明抬頭人為「Unity Investments Holdings Limited – Excess Application Account」，並以「只准入抬頭人賬戶」劃線方式開出。填妥及交回本額外供股股份申請表格連同按上述額外供股股份申請認購之股款支票或銀行本票，即構成申請人作出之一項保證，保證支票或銀行本票於首次過戶時將會兌現。所有支票及銀行本票將於收訖後過戶，而因所有股款所賺取之利息（如有）將撥歸本公司所有。凡支票或銀行本票在首次過戶時未能兌現，額外供股股份申請表格可遭拒絕受理。

本公司並無採取任何行動，以尋求獲准於香港境外之任何司法權區提呈發售供股股份或派發有關供股之文件。於香港境外之任何司法權區接獲供股章程或暫定配額通知書或本額外供股股份申請表格之人，概不應視之為申請供股股份之要約或邀請，除非有關要約或邀請可在有關司法權區內進行任何登記或遵守其他法律或監管規定之情況下合法進行。有意以其名義申請額外供股股份之任何香港境外人士，均有責任確保其遵守所有相關司法權區之法例及法規，包括取得任何政府或其他同意，以及支付該司法權區規定應付之相關稅項及徵費。本公司保留權利在其相信接納任何額外供股股份申請將觸犯任何司法權區之通用證券或其他法例或法規之情況下，拒絕接納有關額外供股股份申請。

閣下將獲通知獲配發之額外供股股份數目。倘 閣下不應配發任何額外供股股份，則於申請認購額外供股股份時繳付之股款將會以支票（不計利息）全數退還予 閣下，退款支票預計於二零零九年四月七日（星期二）或之前以平郵方式郵寄予 閣下，郵誤風險概由 閣下承擔。倘 閣下獲配發之額外供股股份數目少於所申請認購之數目，則多出之申請款項將會以支票（不計利息）退還予 閣下，退款支票預計於二零零九年四月七日（星期二）或之前以平郵方式郵寄予 閣下，郵誤風險概由 閣下承擔。任何上述支票將以名列本額外供股股份申請表格之申請人為抬頭人。本額外供股股份申請表格及據此提出之所有申請均須受香港法律例監管並按其詮釋。

未繳股款供股股份將由二零零九年三月十八日（星期三）至二零零九年三月二十六日（星期四）（包括首尾兩日）進行買賣。該等買賣將於供股受限制之所有條件尚未達成期間內進行。因此，任何擬由即日起直至所有供股條件達成當日（預期為二零零九年四月二日（星期四））期間內買賣股份之股東或其他人士，或擬於二零零九年三月十八日（星期三）至二零零九年三月二十六日（星期四）（包括首尾兩日）期間買賣未繳股款供股股份之股東或其他人士，將須承擔供股可能不會成為無條件及可能無法進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。

董事謹請 閣下尤其注意倘發生下列事項，包銷商可於發生以下任何事件時，於結算日下午四時正前隨時向本公司發出書面通知，終止包銷協議所載之安排：

- (i) 倘發生任何新法律或法規，或現行法律或法規（或其司法詮釋）出現任何變動；或
  - (ii) 發生任何本地、國家或國際間之政治、軍事、金融、經濟或貨幣事件或轉變（包括港幣與美元之聯繫匯率制度改變）或其他性質（不論是否與任何上述性質相同）之事件或轉變（不論是否屬於於包銷協議日期之前及／或之後出現或持續之一連串事件或轉變），或任何本地、國家或國際間之敵對或武裝衝突之爆發或升級或影響當地證券市場之事件或轉變；或
  - (iii) 任何天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、疫症、恐怖襲擊、罷工或停工；
- 而包銷商合理認為有關變動可能對本集團之整體業務、財務或經營狀況或前景或對成功進行供股造成重大不利影響或導致不宜或不適合進行供股；或
- (iv) 若於結算日期下午四時正前：
    - (i) 本公司嚴重違反或未遵守任何其根據包銷協議表示將承擔之義務或承諾，從而將對其業務、財務或經營狀況造成重大不利影響；或
    - (ii) 包銷商根據包銷協議接獲通知或以其他方式獲悉包銷協議所載之任何聲明或保證在作出時乃屬失實或不確，或倘包銷協議所訂明者再次作出屬失實或不確，而包銷商認為任何該等失實之聲明或保證對本集團整體業務、財務或經營狀況或前景構成或可能構成重大不利變動，或可對供股造成重大不利影響；或
    - (iii) 於發生包銷協議相關條款所述之任何事項或事件或包銷商得悉該等事項或事件後，本公司未有（於發售供股章程文件後）即時按包銷商合理要求之方式及（如適用）內容發出任何公佈或通知，以免本公司證券出現虛假市場；
- 包銷商將有權（惟不受約束）向本公司發出書面通知，選擇將有關事實或事件視為解除及撤銷包銷商於包銷協議下之責任。
- 於發出有關通知後，包銷商於包銷協議下之所有義務將告終止及終結，包銷協議訂約各方一概不得因包銷協議而產生或與包銷協議有關之任何事項或事件向另一方提出任何申索，惟本公司仍有責任向包銷商支付包銷協議訂約各方當時可能協定之費用。倘包銷商行使有關權利，供股將不會進行，有關終止包銷協議條款條款之詳細資料收錄於供股章程內。

每份申請表格必須隨附一張獨立開出之支票或銀行本票。本公司將不另發收據。  
(公司專用欄)

申請編號	申請認購之額外供股股份數目	申請時繳交之股款	退還餘額
		港幣 元	港幣 元