

Form A 表格甲

Provisional Allotment Letter No. 暫定配額通知書號碼



IMPORTANT 重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON TUESDAY, 11 MAY 2010.

本暫定配額通知書有價值及可轉讓，閣下並須即時處理。本通知書及隨附額外供股股份申請表格所載之認購邀請於二零一零年五月十一日(星期二)下午四時正截止。IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

閣下對本文件之內容或應採取之行動如有任何疑問，應尋求獨立之專業意見。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 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 of Unity Investments Holdings Limited (the "Company") dated 27 April 2010 (the "Prospectus") have the same meanings herein, unless the context requires otherwise. 除文義另有所指外，合一投資控股有限公司(本公司)於二零一零年四月二十七日刊發之供股章程(「供股章程」)所界定詞語在本表格內應具相同涵義。

UNITY INVESTMENTS HOLDINGS LIMITED 合一投資控股有限公司

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司) (Stock code 股份代號: 913)

Branch Share Registrar in Hong Kong:

香港股份過戶登記處: 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

Head Office and Principal Place of Business in Hong Kong: 總辦事處及香港主要營業地點:

Room 2206, 22nd Floor China United Centre 28 Marble Road North Point Hong Kong 香港 北角 馬寶道28號 華匯中心 22樓2206室

RIGHTS ISSUE OF 569,279,762 RIGHTS SHARES AT A PRICE OF HK\$0.15 PER RIGHTS SHARE ON THE BASIS OF TWO RIGHTS SHARES FOR EVERY SHARE HELD ON RECORD DATE BY QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON APPLICATION 按合資格股東 於記錄日期每持有一股股份 可獲發兩股供股股份之基準進行供股， 以每股供股股份港幣0.15元之價格 配售569,279,762股供股股份 供股股款須於申請時繳足

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

27 April 2010 二零一零年四月二十七日

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Total number of Shares registered in your name(s) on 26 April 2010 於二零一零年四月二十六日以前閣下名義登記之股份總數

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

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

Box A 甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance but not later than 4:00 p.m. on Tuesday, 11 May 2010 閣下之供股股份總數，惟須於二零一零年五月十一日(星期二)下午四時正前接納時繳足股款方可作實

Box B 乙欄

Total subscription monies payable 應繳認購股款總額

Box C 丙欄 HK\$港幣

Deals in the Rights Shares in the nil-paid form will take place from Thursday, 29 April 2010 to Thursday, 6 May 2010 (both dates inclusive). Such deals will take place during a period when certain 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, 13 May 2010), or Rights Shares in their nil-paid form from Thursday, 29 April 2010 to Thursday, 6 May 2010 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed.

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: 1. an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or 2. 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 in the form of hostilities or armed conflict, or affecting local securities market; or 3. any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; and 4. 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: 1. 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 2. 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 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 3. 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;

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 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 such fees and expenses as agreed by the parties as set out in the Underwriting Agreement but not the underwriting commission. If the Underwriter exercises such right, the Rights Issue will not proceed. 本通知書所載之認購邀請通知書及其他方式獲悉也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，或倘如包銷協議所訂明者再次作出屬屬失實或不確，而包銷商合理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影響，或可能對供股造成重大不利影響；或 3. 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(於寄發供股章程文件後)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函件，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，選擇將有關事宜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就因包銷協議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，惟本公司仍有責任支付包銷協議所載訂約各方協定之有關費用及開支(非包銷佣金)。倘包銷商行使有關權利，供股將不會進行。

IN THE EVENT OF A TRANSFER OF RIGHTS, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納從價印花稅。在本文件登記之前，須出示已繳納香港從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
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 his/their right(s) to the Rights Shares comprised herein)
(僅供擬將其/彼等於本表格所列供股股份之權利全數轉讓之合資格股東填寫及簽署)

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

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/吾等茲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以下登記申請表格(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 日期：二零一零年 _____, 2010

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
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

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

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) and 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/吾等謹請閣下將表格甲內乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本暫定配額通知書及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該等股份。

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

To be completed in block letters in **ENGLISH**. Joint applicants should give one address only.
請用英文大楷填寫。聯名申請人只須填報一個地址。

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 names of joint applicants 續姓名及/或聯名申請人姓名 (if required) (如有需要)				
Address (joint applicants should give one address only) 地址(聯名申請人只須填報一個地址)				
Occupation 職業		Tel. no. 電話號碼		
Dividend instructions 派息指示				
Name & address of bank 銀行名稱及地址		Account type 賬戶類別	Bank account no. 銀行戶口號碼	For office use only 公司專用

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) (all joint applicants must sign) 簽署(所有聯名申請人均須簽署)

Date 日期：二零一零年 _____, 2010

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

附註：閣下接納可認購供股股份之權利須繳納香港印花稅。

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)

敬啟者：

根據已隨附本通知書於二零一零年四月二十七日一併寄發予合一投資控股有限公司(「本公司」)股東之供股章程(「供股章程」)所載條款，本公司董事已向閣下暫定配發若干數目之供股股份(「供股股份」)，基準為在二零一零年四月二十六日以前閣下名義登記持有本公司股本中每股面值港幣0.10元之一股股份，可獲配發兩股供股股份。閣下於二零一零年四月二十六日持有之股份載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。除文義另有所指外，供股章程所界定之詞語在本通知書內具相同涵義。

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供股章程文件。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額外供股股份申請表格之人士，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毋須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供股股份申請將觸犯任何司法權區之適用證券或其他法例或法規之情況下，拒絕接納有關供股股份申請。

供股股份於發行、配發及悉數繳足股款後，將於各方面與已發行股份享有同等權益。繳足股款供股股份之持有人有權收取將來於配發已繳足供股股份日期後所宣派、作出或派付之一切股息及分派。

接納配額手續

閣下如全數接納暫定配額，須於二零一零年五月十一日(星期二)下午四時正前，將本暫定配額通知書整份連同丙欄所載須於接納時繳足之股款，送交本公司香港股份過戶登記分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。所有股款均須以港幣支票或銀行本票繳付，而支票須以香港之銀行戶口開出，銀行本票須由香港之銀行發出，註明抬頭人為「Unity Investments Holdings Limited – Provisional Allotment Account」，並以「只准入抬頭人賬戶」劃線方式開出。有關付款將表示根據本暫定配額通知書及供股章程之條款，並在符合本公司之組織章程大綱及細則之規定下接納供股股份暫定配額。概不會就股款發出收據。所有有關暫定配額通知書之查詢應寄往本公司之香港股份過戶登記分處(地址如上)。

敬請注意，除非如上文所述於二零一零年五月十一日(星期二)下午四時正前接獲原承配人或有效承讓有關權利之人士交回本暫定配額通知書連同丙欄所示之適當款項，否則本暫定配額及一切有關權利將視為已遭拒絕而將予取消。本公司毋須但可絕對酌情視一份暫定配額通知書為有效，並對所呈呈或被代為呈呈之人士具有約束力，儘管該暫定配額通知書並未根據有關指示填妥。

額外供股股份

閣下如為合資格股東，並欲申請認購所獲暫定配發以外之供股股份，必須依照隨附之額外供股股份申請表格所印指示將其填妥及簽署，連同所申請認購額外供股股份須另行支付之有關款項，於二零一零年五月十一日(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。所有股款均須以港幣支票或銀行本票繳付，而支票須以香港之銀行戶口開出，銀行本票須由香港之銀行發出，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。

轉讓配額

閣下如欲轉讓本通知書所述閣下獲暫定配發可認購供股股份之全部權利，必須將轉讓及提名表格(表格乙)填妥及簽署，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士，而承讓人須將登記申請表格(表格丙)填妥及簽署，於二零一零年五月十一日(星期二)下午四時正前將本暫定配額通知書整份連同丙欄所載須於接納時繳足之款項送交本公司之香港股份過戶登記分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。敬請注意，轉讓閣下可認購有關供股股份之權利及承讓人接納該等權利須繳付香港印花稅。

分拆配額

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購供股股份之部分權利，或將權利轉讓予一位以上之人士，最遲須於二零一零年五月三日(星期一)下午四時三十分前將原有之暫定配額通知書交回及呈交本公司之香港股份過戶登記分處卓佳登捷時有限公司以供註銷，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，以便股份過戶登記分處將取消原來之暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有之暫定配額通知書後第二個營業日上午九時正後在卓佳登捷時有限公司領取。

終止包銷協議

未繳股款供股股份將由二零一零年四月二十九日(星期四)至二零一零年五月六日(星期四)(包括首尾兩日)進行買賣。該等買賣將於供股受限之若干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(預期為二零一零年五月十三日(星期四))期間內買賣股份之股東或其他人士，或擬於二零一零年四月二十九日(星期四)至二零一零年五月六日(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，於結算日期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：

- 頒佈任何新法律或法規，或現行法律或法規(或其司法詮釋)出現任何變動；或
- 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
- 任何天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、疫疾、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。

若於結算日期下午四時正或之前：

- 本公司嚴重違反或未能遵守任何其根據包銷協議表示將承擔之義務、承諾、聲明或保證，從而將對其業務、財務或經營狀況造成重大不利影響；或
- 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，或倘如包銷協議所訂明者再次作出會屬失實或不確，而包銷商合理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，或可能會對供股造成重大不利影響；或
- 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(於寄發供股章程文件後)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函函，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，選擇將有關事宜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就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，惟本公司仍有責任支付包銷協議所載訂約各方協定之有關費用及開支(非包銷佣金)。倘包銷商行使有關權利，供股將不會進行。

支票或銀行本票

所有支票及銀行本票於接獲後將會隨即過戶，而該等款項所賺取之利息將全部撥歸本公司所有。倘隨附本暫定配額通知書而送交之支票或銀行本票於首次過戶時未能兌現，則本暫定配額通知書可遭拒絕受理，而在此情況下暫定配額及據此而賦予之所有權利將視作已遭放棄而將予取消。填妥及交回本暫定配額通知書，連同支付供股股份股款之支票或銀行本票，即表示認購人保證該支票或銀行本票將於首次過戶時兌現。

股票

預期本公司之香港股份過戶登記分處將於二零一零年五月十九日(星期三)以平郵方式將繳足股款供股股份之股票寄予閣下，郵誤風險概由閣下承擔。

閣下將就所有獲發之供股股份收取一張股票。

惡劣天氣之影響

倘香港於二零一零年五月十一日(星期二)中午十二時正前任何本地時間發出「黑色」暴雨警告或懸掛8號或以上熱帶氣旋警告信號(「惡劣天氣」)，並於當日中午十二時正後解除，則接納供股股份及繳付供股股份股款以及申請額外供股股份及繳付額外供股股份股款之最後時限將順延至同一營業日下午五時正。倘香港於二零一零年五月十一日(星期二)中午十二時正至下午四時正期間任何本地時間出現惡劣天氣，則接納供股股份及繳付供股股份股款以及申請額外供股股份及繳付額外供股股份股款之最後時限將重新安排至下一個營業日(上述任何警告並無於當日上午九時正至下午四時正期間任何時間生效)下午四時正。

一般事項

遞交本暫定配額通知書及(在有關情況下)由獲發人士簽署之轉讓及提名表格，將為最終擁有權證明，顯示遞交有關文件之人士有權處理有關文件及接收分拆配額函件及/或股票。

本暫定配額通知書及任何對其所載建議之接納須受香港法例管轄並按其詮釋。

載有供股詳情之供股章程可於一般辦公時間向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)索取。

此致
列位合資格股東 台照

代表董事會
合一投資控股有限公司
執行董事
KITCHELL Osman Bin
謹啟

二零一零年四月二十七日