

Form A
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To be valid, the whole of this document must be returned.
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Provisional Allotment Letter Number
暫定配額通知書編號

IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON WEDNESDAY, 20 AUGUST 2008.
此乃有價值及可轉讓之暫定配額通知書，應即時處理。本文件及隨附之額外供股股份申請表格所載之建議將於二零零八年八月二十日(星期三)下午四時正截止。

IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF WILLIE INTERNATIONAL HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD AT ONCE HAND THIS DOCUMENT TO THE PURCHASER OR THE TRANSFEREE OR TO THE LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER OR THE TRANSFEREE.
閣下如已出售或轉讓 閣下所持威利國際控股有限公司(本公司)全部或部份股份，應立即將本文件轉交買主或承讓人或轉手買賣或轉讓之持牌證券交易所或註冊證券機構或其他代理商，以便轉交買主或承讓人。

IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.
閣下如對本文件或通知書有任何疑問，應諮詢 閣下之股票經紀或其他持牌證券交易所、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this document, together with a copy of the rights issue prospectus of the Company dated 5 August 2008 (the "Prospectus"), the related form of application for excess Rights Shares and the documents specified in the paragraph headed "Documents Delivered to the Registrar of Companies" in appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 38D 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.
本文件隨同本公司於二零零八年八月五日刊發之供股章程(「供股章程」)及有關額外供股股份申請表格及供股章程附錄三(送交公司註冊處文件)一段所列之文件，已遵照公司條例第38D條之規定向香港公司註冊處處長登記。香港公司註冊處處長與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。

Deals in the securities of the Company may be settled through the CCASS operated by HKSCC and you should consult your stockbroker or other licensed securities dealer or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests.
本公司證券之買賣可透過由香港結算管理之中央結算系統進行交易，閣下應就此等交易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交易所、銀行經理、律師、專業會計師或其他專業顧問。

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.
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，並明確表示概不認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。

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 the 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.
聯交所批准以未繳股款及繳足股款形式之供股股份上市及買賣，並符合香港結算之證券收納規定後，未繳股款及繳足股款之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之供股股份各自開始於聯交所買賣當日或香港結算指定之其他日期起，可於中央結算系統寄存、結算及交易。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。



Willie International Holdings Limited
威利國際控股有限公司

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)

(Stock Code: 273)
(股份代號: 273)

RIGHTS ISSUE OF 1,749,721,295 RIGHTS SHARES ON THE BASIS OF FIVE RIGHTS SHARES FOR EVERY TWO ADJUSTED SHARES HELD AT HK\$0.15 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE

供股

按每持有兩股經調整股份獲配五股供股股份之基準以每股供股股份0.15港元(須於接納時繳足)之價格發行1,749,721,295股供股股份

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Share registrar:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong
股份過戶登記處:
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17樓
1712-1716室

Registered office:
32/F, China United Centre
28 Marble Road
North Point
Hong Kong

註冊辦事處:
香港
北角
馬寶道28號
華臨中心32樓

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

Form for providing name and address of Qualifying Shareholder(s)

Total number of Adjusted Shares registered in your name(s) on Monday, 4 August 2008
於二零零八年八月四日(星期一)登記於閣下名下之經調整股份總數

Form for providing total number of Adjusted Shares registered in your name(s)

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 20 August 2008
暫定配發予閣下之供股股份數目，股款最遲須於二零零八年八月二十日(星期三)下午四時正繳納可繳足

Form for providing number of Rights Shares provisionally allotted to you

Total subscription monies payable
應繳認購股款總額

Form for providing total subscription monies payable

Contact Telephone Number:
聯絡電話號碼

Terms adopted herein shall have the same meanings in the Prospectus unless the context otherwise requires.
除非另有指明，否則供股章程所界定之詞彙與本文件所採用者具有相同涵義。

The Underwriters may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued by Get Nice (on behalf of the Underwriters) to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs: (a) an Introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (b) 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 (c) 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 Get Nice (on behalf of the Underwriters), 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: (a) 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 (b) the Underwriters shall receive notification pursuant to the relevant clauses of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the relevant clauses of the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the relevant clauses of the Underwriting Agreement, and Get Nice (on behalf of the Underwriters) 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 (c) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the attention of the Underwriters, 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 Underwriters may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriters shall be entitled (but not bound) by notice in writing issued by Get Nice (on behalf of the Underwriters) to the Company to elect to treat such matter or event as releasing and discharging the Underwriters from their obligations under the Underwriting Agreement. If the Underwriting Agreement is terminated by the Underwriters before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and neither the Company nor the Underwriters shall have any claim against the other party (save for certain fees or expenses referred to therein) and the Rights Issue will not proceed. 倘發生以下情況：(a)引入任何新法例或條例或對現有法例或條例作出任何修訂；或(b)發生任何地方、國家或國際事件或政治、軍事、金融、經濟或貨幣(包括香港貨幣的價值與美元掛鈎的固定匯率變動)或其他性質(不論是否屬上述任何事件或變態)事件或變態(不論是否構成或包括繼續日期之前及/或之後所發生或持續之一連串事件或變態的一部分)，或發生任何地方、國家或國際事件或政治、軍事、金融、經濟或貨幣(包括香港貨幣的價值與美元掛鈎的固定匯率變動)或其他性質(不論是否屬上述任何事件或變態)事件或變態；或(c)本公司承諾任何材料違約或遺漏遵守任何其於供股協議下所作出的義務、承諾、聲明或擔保，而將對其業務、財務或經營狀況造成重大不利影響；或(d)包銷商可獲通知或獲悉包銷協議的相關條款或擔保的任何聲明或保證存在作出時乃屬失實或不正確，或包銷協議的相關條款所釀成時或失實或不正確，而結於(代表包銷商)合理認為任何該等失實的聲明或保證代表或可能代表本集團業務、財務或經營狀況或前景的任何重大變態或可能對供股股份或重大不利影響；或(e)本公司於發生包銷協議相關條款所述任何事宜或事件或包銷商應盡該等事宜或事件後未有(按包銷協議章程文件內)即時按包銷商可能合理要求的方式(及適當的內容)發出任何公告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)透過通知(代表包銷商)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項下的責任。(倘包銷協議於結算日期下午四時正前被包銷商終止或未能成為無條件，包銷協議將立即終止(而於有關終止日期任何可能根據包銷協議產生的權利及責任除外)，且本公司或包銷商不得向另一方提出任何索賠(惟其中所述若干費用或開支除外)，而供股將不會進行。 The Shares have been dealt in on an ex-rights basis since Monday, 28 July 2008 and that the Rights Shares are expected to be dealt with in their nil-paid form from Thursday, 7 August 2008 to Friday, 15 August 2008 (both dates inclusive). Any person dealing in the securities of the Company from now up to the date on which all the conditions of the Rights Issue are fulfilled and any person dealing in the nil-paid Rights Shares from Thursday, 7 August 2008 to Friday, 15 August 2008 (being the first and last days of dealings in the nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any person dealing or contemplating any dealing in the securities of the Company and/or the Rights Shares in their nil-paid form during this period who is in the doubt about his/hers/their position is recommended to consult his/hers/their own professional adviser. It is expected that the conditions referred to in the section headed "Conditions of the Rights Issue" in the Prospectus are to be fulfilled before 4:00 p.m. on the second Business Day following the Acceptance Date. If the conditions referred to in that section are not fulfilled or waived by the Underwriters on or before Friday, 22 August 2008 (or such later time(s) as the Underwrites may agree with the Company) or the Underwriting Agreement has been terminated in accordance with the terms thereof, the Rights Issue will not proceed. 股份已由二零零八年七月二十八日(星期一)起以除權基準進行買賣，預期供股股份將於二零零八年八月七日(星期四)起至二零零八年八月十五日(星期五)(首尾兩天包括在內)止期間以未繳股款形式進行買賣，預期供股之條件將於最後期限達成。由即日或直至供股之所有條件達成或買本公司證券之任何人士及於二零零八年八月七日(星期四)起至二零零八年八月十五日(星期五)止期間(分別為買賣未繳股款供股股份之日及最後期限)買賣未繳股款供股股份之任何人士，均須自行承擔供股可能不會成為無條件或可能不會進行之風險。於期間內買賣或有買賣本公司證券及/或未繳股款供股股份之任何人士如有疑問，應諮詢其專業顧問之意見。預期供股章程「供股之條件」一節所述之條件將會於接納日期後第二個營業日下午四時正前達成。倘若該節所述之條件未能於二零零八年八月二十二日(星期五)(或包銷商與本公司可能同意之較後時間)或之前達成或獲包銷商豁免，或包銷協議已被根據本身之條款終止，則供股將不會進行。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE COMPANY'S SHARE REGISTRAR NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 20 AUGUST 2008. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND MUST BE FORWARDED EITHER BY CHEQUE OR CASHIER ORDER ON A LICENSED BANK ACCOUNT IN HONG KONG OR BY A CASHIER ORDER ISSUED BY A LICENSED BANK IN HONG KONG. ALL SUCH CHEQUES OR CASHIER ORDERS MUST BE MADE PAYABLE TO "WILLIE INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.
閣下如欲接納供股股份之暫定配額，須將本文件連同上文所載所指示由本公司之股份過戶登記處收取之港元全數股款，並連於二零零八年八月二十日(星期三)下午四時正前交回本公司之股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款須以港元繳付，並須以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須填抬頭人為「WILLIE INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」，並以「只入抬頭人賬戶」方式劃線開出。有關轉讓及折衝配額之指示載於背頁。所有股款均不會獲發收據。
All times mentioned in this document refer to Hong Kong time.
本文件提及的所有時間均指香港時間。



Willie International Holdings Limited

威利國際控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 273)

5 August 2008

Dear Qualifying Shareholders,

INTRODUCTION

In accordance with the terms and subject to the conditions in the rights issue prospectus (the "Prospectus") dated 5 August 2008 of Willie International Holdings Limited (the "Company") 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 ("Provisional Allotment Letter") on the basis of five Rights Shares for every two Adjusted Shares registered in your name in the register of members on Monday, 4 August 2008. Your holdings of the Adjusted 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 despatched to the Shareholders have the same meaning when used herein, unless otherwise specified herein or 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.

The Prospectus Documents have not been and will not be registered under any securities legislation of any jurisdictions other than Hong Kong. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving a copy of the Prospectus, the Provisional Allotment Letter or form of application for excess Rights Shares ("Excess Application Form") in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in the relevant jurisdictions such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

No provisional allotment of Rights Shares has been made to the Excluded Overseas Shareholders and no Provisional Allotment Letter or Excess Application Form is being sent to them. The Company will send copies of the Prospectus to the Excluded Overseas Shareholders for their information only. The Company will make arrangements to sell the provisional allotment of Rights Shares which would otherwise have been allotted to Excluded Overseas Shareholders as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds from the sale of individual Excluded Overseas Shareholders' nil-paid Rights Shares, net of expenses, of more than HK\$100 will be paid to the Excluded Overseas Shareholders in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for its own benefit. Rights Shares which would otherwise have been provisionally allotted to the Excluded Overseas Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess application by Qualifying Shareholders using the accompanying Excess Application Form.

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 share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, 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 Wednesday, 20 August 2008. 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 "WILLIE INTERNATIONAL HOLDINGS LIMITED — PROVISIONAL ALLOTMENT 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 articles 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 share registrar 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 not later than 4:00 p.m. on Wednesday, 20 August 2008, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights and entitlement 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.

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 share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Wednesday, 20 August 2008. 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. 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.

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 4:30 p.m. on Tuesday, 12 August 2008 at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, which will cancel the entire 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 Underwriters may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued by Get Nice (on behalf of the Underwriters) to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:— (a) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (b) 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 (c) 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 Get Nice (on behalf of the Underwriters), 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: (a) 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 (b) the Underwriters shall receive notification pursuant to the relevant clauses of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the relevant clauses of the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the relevant clauses of the Underwriting Agreement, and Get Nice (on behalf of the Underwriters) 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 (c) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the Underwriters' 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 Underwriters may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriters shall be entitled (but not bound) by notice in writing issued by Get Nice (on behalf of the Underwriters) to the Company to elect to treat such matter or event as releasing and discharging the Underwriters from their obligations under the Underwriting Agreement.

If the Underwriting Agreement is terminated by the Underwriters before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and neither the Company nor the Underwriters shall have any claim against the other party (save for certain fees or expenses referred to therein) and the Rights Issue will not proceed.

It should be also noted that the Shares have been dealt in on an ex-rights basis since Monday, 28 July 2008 and that the Rights Shares are expected to be dealt with in their nil-paid form from Thursday, 7 August 2008 to Friday, 15 August 2008 (both dates inclusive). Any person dealing in the securities of the Company from now up to the date on which all the conditions of the Rights Issue are fulfilled and any person dealing in the nil-paid Rights Shares from Thursday, 7 August 2008 to Friday, 15 August 2008 (being the first and last days of dealings in the nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any person dealing or contemplating any dealing in the securities of the Company and/or the Rights Shares in their nil-paid form during this period who is in the doubt about his/her/its/their position is recommended to consult his/her/its/their own professional adviser. It is expected that the conditions referred to in the section headed "Conditions of the Rights Issue" in the Prospectus are to be fulfilled before 4:00 p.m. on the second Business Day following the Acceptance Date. If the conditions referred to in that section are not fulfilled or waived by the Underwriters on or before Friday, 22 August 2008 (or such later time(s) as the Underwrites may agree with the Company) or the Underwriting Agreement has been terminated in accordance with the terms thereof, 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 sent by ordinary post by the Company's share registrar to the persons entitled thereto at their own risk on Wednesday, 27 August 2008.

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 Excess Application Form as indicated therein 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 share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Wednesday, 20 August 2008. 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 "WILLIE INTERNATIONAL HOLDINGS LIMITED — EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances.

The Board will allocate the excess Rights Shares at their discretion on a fair and equitable basis as set out in the Prospectus. The Company's share registrar will notify you of any allotment of excess Rights Shares made to you.

GENERAL

Lodgment 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 it 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 relevant share certificates. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including refund cheques (if any), 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.

All times mentioned in this letter refer to Hong Kong times.

Yours faithfully,
By Order of the Board of
Willie International Holdings Limited
Chuang Yueheng, Henry
Chairman

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，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B

表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/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合資格股東填寫及簽署)

To: **The Directors**

Willie International Holdings Limited

致：威利國際控股有限公司

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/吾等之供股股份之認購權悉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) (all joint Shareholders must sign)

簽署(所有聯名股東均須簽署)

Date: 2008

日期：二零零八年.....月.....日

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

有關轉讓閣下之供股股份認購權須繳付香港印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

Form C

表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has/ have been transferred)

(僅供已獲轉讓可認購供股股份之權利之人士填寫及簽署)

To: **The Directors**

Willie International Holdings Limited

致：威利國際控股有限公司

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/吾等謹請閣下將表格甲內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章程大綱及細則規限下，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」號

To be completed in BLOCK letters in ENGLISH in ink. Joint applicants should give the address of the first-named applicant only.

請用原子筆或墨水筆並以英文正楷填寫。聯名申請人只須填報排名首位之申請人之地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.

華籍申請人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名					
Name continuation and/or name(s) of joint applicant(s) (if required) 申請人續姓名及/或聯名申請人姓名(如有需要)								
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		Telephone number 電話號碼						
Dividend Instructions 股息指示		Bank account number 銀行賬戶號碼						
Name and address of bank 銀行名稱及地址	BANK 銀行		BRANCH 分行		ACCOUNT 賬戶			
	Account type 賬戶類別		For office use only 公司專用					

1. 2. 3. 4.

Signature(s) of applicant(s) (all joint applicant(s) must sign)

申請人簽署(所有聯名申請人均須簽署)

Date: 2008

日期：二零零八年.....月.....日

Hong Kong Stamp duty is payable by the transferee(s) if this form is completed.

填妥此表格後，承讓人須繳付香港印花稅。