

IMPORTANT

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE PERSON(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR RIGHTS SHARES ADDITIONAL TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM. APPLICATIONS MUST BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 20 AUGUST 2008.

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. A copy of this document, together with a copy of the rights issue prospectus dated 5 August 2008 (the "Prospectus"), a copy of the Provisional Allotment Letter 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 380 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 securities of the Company may be settled through the CCASS operated by HKSCC and you should consult your stock broker 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.

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 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.

Terms defined in the Prospectus have the same meaning when used herein, unless otherwise specified herein or the context otherwise requires.

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 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 content) 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.

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 that 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 Underwriters may agree with the Company) or the Underwriting Agreement has been terminated in accordance with the terms thereof, the Rights Issue will not proceed.



Willie International Holdings Limited

WILLIE INTERNATIONAL

威利國際控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 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 FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Share registrar:

Computershare Hong Kong Investor Services Limited

Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

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

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

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

To: The Directors

Willie International Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of Adjusted Shares, hereby irrevocably apply for _____ excess Rights Share(s) at the issue price of HK\$0.15 per Rights Share under the Rights Issue in respect of which I/we enclose a separate remittance in favour of **WILLIE INTERNATIONAL HOLDINGS LIMITED — EXCESS APPLICATION ACCOUNT** and crossed "Account Payee Only" issued for HK\$ _____ being payment in full on application for the aforementioned number of excess Rights Shares and I/we hereby request you to allot such excess Rights Shares applied for, or any lesser number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our share certificate(s) 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 application money refundable to me/us. I/We understand that allotment in respect of this application shall be made, at the Board's discretion, on a fair and equitable basis as set out in the Prospectus. 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 holder(s) of such Rights Shares.

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicant(s) must sign)

Date: _____ 2008

Contact Telephone Number: _____

This form should be completed and lodged, together with payment as to HK\$0.15 per Rights Share for the number of excess Rights Shares applied for, with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 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 made 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". All enquiries in connection with this form of application for excess Rights Shares should be addressed to the Company's share registrar at the above address.

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. Completion and return of a form of application for excess Rights Shares together with a cheque or cashier order in payment for the excess Rights Shares applied for which are the subject of this form will constitute a warranty by the applicant(s) 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 application for excess Rights Shares in respect of which the accompanying cheque or cashier order is dishonoured on first presentation.

The Prospectus Documents have not been and will not be registered under the applicable 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, Provisional Allotment Letter or form of application for excess Rights Shares 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 itself/himself/herself 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.

You will be notified by the Company's share registrar of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, a refund cheque for the full amount tendered on application will be posted to you at your own risk and, if the number of excess Rights Shares allotted to you is less than the number applied for, the surplus application monies, without interest, will be posted to you at your own risk. Such posting is expected to take place on Wednesday, 27 August 2008 by ordinary post. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that share certificates in respect of the Rights Shares will be posted at your own risk by no later than Wednesday, 27 August 2008.

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.

All items mentioned in this form refer to Hong Kong times.

**A SEPARATE CHEQUE OR CASHIER 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\$