

IMPORTANT

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS FORM AND THE ACCOMPANYING PROVISIONAL ALLOTMENT LETTER EXPIRES AT 4:00 P.M. ON WEDNESDAY, 15 JUNE 2011. IF YOU ARE IN ANY DOUBT ABOUT THIS FORM, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF WILLIE INTERNATIONAL HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCK BROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

A copy of this form, together with a copy of the rights issue prospectus of the Company dated Tuesday 31 May 2011 (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 38D of the Companies Ordinance. The Registrars 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. Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this 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 form.

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 Hong Kong Securities Clearing Company Limited ("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 the Central Clearing and Settlement System ("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 to the Company issued by the Lead Underwriter (on behalf of the Underwriters) at its sole discretion at any time prior to 4:00 p.m. on the Settlement Date if there occurs: (a) the 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 thereof) 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 opinion of the Lead Underwriter (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 nature 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: (i) 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 (ii) the Underwriters 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 Lead Underwriter (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 (iii) the Company shall, after certain matter or event referred to in the Underwriting Agreement has occurred or come to the Lead 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 Lead Underwriter (on behalf of 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 also be entitled (but not bound) by notice in writing issued by the Lead Underwriter (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.

Upon giving of notice pursuant to the Underwriting Agreement, all obligations of the Underwriters under the Underwriting Agreement shall cease and determine and none of the parties to the Underwriting Agreement shall have any claim against the other parties 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 Underwriters such fees and expenses (but not the underwriting commission, sub-underwriting fees and related expenses) referred to in the Underwriting Agreement. If the Underwriters exercise such right, the Rights Issue will not proceed.

Dealings in the Rights Shares in their nil-paid form will take place from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive). If the Underwriting Agreement does not become unconditional or is terminated by the Underwriters, the Rights Issue will not proceed.

Any Shareholders or other persons dealing in the Shares up to the date on which the Rights Issue becomes unconditional (and the date on which the Underwriters' right of termination of the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating selling or purchasing the Rights Shares in their nil-paid forms during the period from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive) who are in any doubt about their position are recommended to consult their professional advisers. The latest time for acceptance of and payment of the Rights Shares is 4:00 p.m. on Wednesday, 15 June 2011. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.



Willie International Holdings Limited
威利國際控股有限公司
 (Incorporated in Hong Kong with limited liability)
 (Stock Code: 273)

Share registrar and transfer office:

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

RIGHTS ISSUE OF 2,368,559,728 RIGHTS SHARES ON THE BASIS OF EIGHT RIGHTS SHARES FOR EVERY SHARE HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.125 PER RIGHTS SHARE BY THE QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 15 JUNE 2011
FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

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

[Empty box for 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 Shares, hereby irrevocably apply for _____ excess Rights Share(s) at the subscription price of HK\$0.125 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 HKS _____ 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: _____ 2011

Contact Telephone Number: _____

This form should be completed and lodged, together with payment as to HK\$0.125 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, 15 June 2011. All remittances must be made by cheque or cashier order in Hong Kong dollars. Cheques must be drawn on an account with, or cashier orders must be 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 (if any) 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. 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.

Completion and return of this form by any person will be deemed to constitute a representation and warranty from such person to the Company that those local laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your licensed securities dealer, other licensed corporation, bank manager, solicitor, professional accountant or other professional adviser.

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, 22 June 2011 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, 22 June 2011.

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 to the registered address kept by the Company's share registrar.

All references to time and dates mentioned in this form refer to Hong Kong local times and dates.

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\$