

TO BE VALID, THE WHOLE OF THIS DOCUMENT MUST BE RETURNED.

本文件必須整份交回，方為有效。

Form A  
表格甲

Provisional allotment letter number  
暫定配額通知書編號

IMPORTANT  
重要提示

TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF OPES ASIA DEVELOPMENT LIMITED (THE "COMPANY") DATED THURSDAY, 4 SEPTEMBER 2014 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. The offer contained in this document expires at 4:00 p.m. on Friday, 19 September 2014.

If you are in any doubt about this document or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice.

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") and you should consult your stockbroker or other 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.

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix IV to this Prospectus has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong, the Registrar of Companies in Hong Kong take no responsibility for the contents of any of the Prospectus Documents.

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both 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 each of 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.

除文義另有所指外，華保亞洲發展有限公司（「本公司」）於二零一四年九月四日（星期四）刊發之招股章程（「招股章程」）所界定之詞彙均與本通知書所採用者具相同涵義。

本文件具有價值及可轉讓，並須閣下立即處理。本文件所載之建議於二零一四年九月十九日（星期五）下午四時正截止。

閣下如對本文件或應採取之行動有任何疑問，應諮詢合適獨立顧問以獲取獨立專業意見。

買賣本公司股份可透過由香港中央結算有限公司（「香港結算」）所管理之中央結算及交收系統（「中央結算系統」）進行交收。閣下應該該等交收安排之詳情及有關安排對閣下之權利及權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各份章程文件連同本招股章程附錄四「呈送公司註冊處處長之文件」一段所指之文件已遵照香港法例第32章公司（清盤及雜項條文）條例第342C條向香港公司註冊處處長登記。香港證券及期貨事務監察委員會及香港公司註冊處處長對任何章程文件之內容概不負責。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可由未繳股款及繳足股款供股股份各自在聯交所開始買賣日期或香港結算釐定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。所有在中央結算系統內進行之活動均須依不時有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。

# OPES ASIA DEVELOPMENT LIMITED

## 華保亞洲發展有限公司\*

Branch share registrar in Hong Kong:  
香港股份過戶登記處：

Tricor Tengis Limited  
Level 22, Hopewell Centre  
183 Queen's Road East  
Hong Kong

卓佳登捷時有限公司  
香港  
皇后大道東183號  
合和中心22樓

(Continued into Bermuda with limited liability)  
(於百慕達存續之有限公司)  
(Stock code: 810)  
(股份代號：810)

Registered office:  
註冊辦事處：  
Canon's Court, 22 Victoria Street  
Hamilton HM 12  
Bermuda

Head office and principal place of  
business in Hong Kong:  
香港總辦事處兼主要營業地點：  
Flat 32, 8/F, Block B  
Focal Industrial Centre  
21 Man Lok Street, Hung Hom,  
Kowloon, Hong Kong  
香港九龍紅磡民樂街21號  
富高工業中心B座8樓32室

Thursday, 4 September 2014  
二零一四年九月四日（星期四）

**RIGHTS ISSUE OF 2,106,618,000 RIGHTS SHARES ON THE BASIS  
OF FOUR RIGHTS SHARES FOR EVERY ONE SHARE HELD ON  
THE RECORD DATE AT HK\$0.10 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON FRIDAY, 19 SEPTEMBER 2014**  
供股涉及發行2,106,618,000股供股股份  
基準為於記錄日期每持有一股股份獲發四股供股股份  
認購價為每股供股股份0.10港元  
股款須不遲於二零一四年九月十九日（星期五）下午四時正接納時繳足

### PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

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

Total number of Shares registered in your name(s) on Wednesday, 3 September 2014  
於二零一四年九月三日（星期三）以閣下名義登記之股份總數

Box A  
甲欄

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Friday, 19 September 2014  
暫定配發予閣下之供股股份總數，股款須不遲於二零一四年九月十九日（星期五）下午四時正接納時繳足

Box B  
乙欄

Total subscription monies payable  
應繳認購款項總額

Box C  
丙欄

HK\$  
港元

Contact telephone no. 聯絡電話：\_\_\_\_\_

To accept this provisional allotment in full, you must lodge this document intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, Level 22, Hopewell Centre 183 Queen's Road East, Hong Kong, together with a remittance in Hong Kong dollars for the amount shown in Box C so as to be received by no later than 4:00 p.m. on Friday, 19 September 2014. 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 "Opes Asia Development Limited - Rights Issue Account" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittance.

Shareholders and potential investors should note that the Rights Issue is conditional upon the Underwriting Agreement having become unconditional and not having been terminated (see the section headed "Termination of the Underwriting Agreement" herein). Accordingly, the Rights Issue may or may not proceed.

Shareholders and potential investors should exercise extreme caution when dealing in the Shares, and if they are in any doubt about their position, they should consult their professional advisers.

Shareholders should note that the Shares have been dealt in on an ex-rights basis commencing from Wednesday, 27 August 2014 and that dealing in the Rights Shares in the nil-paid form will take place from Monday, 8 September 2014 to Tuesday, 16 September 2014 (both days inclusive) while the conditions to which the Underwriting Agreement is subject remain unfulfilled. Any Shareholder or other person dealing in Shares up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be on Thursday, 25 September 2014), will accordingly bear the risk that the Rights Issue cannot become unconditional and may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares, who is in any doubt about his/her/its position, is recommended to consult his/her/its own professional adviser.

閣下如全數接納本暫定配額，必須將本文件整份連同以港元繳付上列丙欄所示數額之款項，不遲於二零一四年九月十九日（星期五）下午四時正送交本公司之香港股份過戶登記處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓，方為有效。支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，註明抬頭人為「Opes Asia Development Limited - Rights Issue Account」及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。有關繳款將不獲發收據。

敬希股東及有意投資者注意，供股須待包銷協議成為無條件及並無被終止（見本表格「終止包銷協議」一節），方可作實。因此，供股不一定付諸實行。

股東及有意投資者在買賣股份時應極為審慎，如對本身之狀況有任何疑問，應諮詢專業顧問。

敬希股東注意，股份已由二零一四年八月二十七日（星期三）起按除權基準買賣，而未繳股款供股股份將於二零一四年九月八日（星期一）至二零一四年九月十六日（星期二）期間（首尾兩日包括在內）買賣，而包銷協議之各項條件於該期間內仍未獲達成。任何於供股之全部條件獲達成當日（預期為二零一四年九月二十五日（星期四））之前買賣股份之股東或其他人士，須承擔供股無法成為無條件及可能不予進行之風險。任何擬買賣股份之股東或其他人士如對本身之狀況有任何疑問，應諮詢專業顧問。

NO RECEIPT WILL BE GIVEN BY THE COMPANY  
本公司將不另發收據

\* For identification purpose only 僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, 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 ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份權益之前，須出示已繳付從價印花稅之憑證。

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 its/his/her/their rights to subscribe for the Rights Shares comprised herein)  
(只供有意全數轉讓其/彼/彼等可認購本表格所列供股股份權利之合資格股東填寫及簽署)

To: The Directors,  
Opes Asia Development Limited

致： 華保亞洲發展有限公司  
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/吾等可認購供股股份之權利全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) of Shareholder(s) (all joint Shareholders must sign)  
股東簽署(所有聯名股東均須簽署)

Date 日期: \_\_\_\_\_ 2014

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 are being transferred)  
(只供獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors,  
Opes Asia Development Limited

致： 華保亞洲發展有限公司  
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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and the bye-laws of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲中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隨附之供股章程所載條款，以及在貴公司之組織章程大綱及公司細則規限下，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」符號

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first named applicant only.  
請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。

Name in English 英文姓名	Family Name or Company Name (姓氏或公司名稱)	Other Name (別名)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名申請人(如有)姓名			
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		Tel. no. 電話號碼	
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址	Bank Account Number 銀行賬戶號碼		
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

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

Date 日期: \_\_\_\_\_ 2014

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.

如已填妥本表格，承讓人須繳付從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。



# OPES ASIA DEVELOPMENT LIMITED

## 華保亞洲發展有限公司\*

(Continued into Bermuda with limited liability)  
(Stock code: 810)

Thursday, 4 September 2014

Dear Qualifying Shareholder(s),

### INTRODUCTION

In accordance with the terms set out in the Prospectus in connection with the Rights Issue, a copy of which is enclosed, the Directors have provisionally allotted to you a number of Rights Shares on the basis of four Rights Shares for every one Share held and registered in your name(s) on the Record Date at a subscription price of HK\$0.10 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Rights Shares (when allotted, fully paid and issued) will rank *pari passu* in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares. Holders of the Rights Shares in their fully paid form will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The PAL contains further information regarding the procedures to be followed for acceptance and/or transfer of the whole or part of the provisional allotment of the Rights Shares by the Qualifying Shareholders. All cheques and cashier's orders accompanying completed PALs will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. Completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by the subscriber that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

The Prospectus Documents will not be registered and/or filed under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to obtain permission of the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving a copy of the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the 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.

It is the responsibility of anyone outside Hong Kong wishing to make on his/its behalf an application for the Rights Shares to satisfy himself/itself as to the observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. Completion and return of this provisional allotment letter by anyone outside Hong Kong will constitute a warranty and representation to the Company that all these local registration, legal and regulatory requirements of such relevant jurisdictions other than Hong Kong in connection with this provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. No application for the Rights Shares will be accepted from any person who is a Prohibited Shareholder.

If any of the Underwriters exercises the rights to terminate the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the nil-paid Rights Shares shall have been validly transferred, or in case of joint acceptances, to the first-named person, without interest by means of cheques despatched by ordinary post to their respective registered addresses at their own risk as soon as practicable thereafter.

### PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of the Rights Shares, you must lodge the whole of this provisional allotment letter intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, Level 22, Hopewell Centre 183 Queen's Road East, Hong Kong together with a remittance in cheques or cashier's orders for the full amount payable on acceptance, as shown in Box C, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Friday, 19 September 2014. All remittances must be in Hong Kong dollars and 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 "Opes Asia Development Limited – Rights Issue Account" and must be crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares, on the terms of this provisional allotment letter and the Prospectus and subject to the Memorandum of Association and the by-laws of the Company. No receipt will be given for such remittances.

It should be noted that, unless this provisional allotment letter duly completed, together with the appropriate remittance shown in Box C, have been received as described above by no later than 4:00 p.m. on Friday, 19 September 2014, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights to subscribe for the Rights Shares 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. The Company may require such incomplete provisional allotment letter to be completed by the relevant applicants at a later stage. Completion and lodgement of a provisional allotment letter will constitute a warranty and representation to the Company, that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with. For avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited is subject to any of the representations and warranties.

### TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, 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 in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, Level 22, Hopewell Centre 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Friday, 19 September 2014. All remittances must be in Hong Kong dollars and 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 "Opes Asia Development Limited – Rights Issue Account" and must be crossed "Account Payee Only". 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.

### SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, this provisional allotment letter must be surrendered by no later than 4:30 p.m. on Thursday, 11 September 2014 to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, Level 22, Hopewell Centre 183 Queen's Road East, Hong Kong. The Company's share registrar in Hong Kong will cancel the original provisional allotment letter and issue new provisional allotment letters in the denominations required which will be available for collection at the Company's share registrar in Hong Kong on the second business day after your surrender of the original provisional allotment letter.

### TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination (provided that for the purposes of the Underwriting Agreement if the date of the Latest Time for Termination shall be a Business Day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day):

- in the absolute opinion of any of the Underwriters, the success of the Rights Issue would be materially and adversely affected by:
  - the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of any of the Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
  - the occurrence of 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 hereof) of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of any of the Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
  - the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of any of the Underwriters is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of any of the Underwriters will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- any material adverse change in the business or the financial or trading position or prospects of the Group as a whole whether or not *ejusdem generis* with any of the foregoing; or
- the Prospectus Documents in connection with the Rights Issue when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriters is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its assured entitlements of Rights Shares under the Rights Issue; or
- any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement, the Circular or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue or any other announcements that the Company may issue pursuant to any notifiable transactions in compliance with the Listing Rules,

any of the Underwriters shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

Any of the Underwriters shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriters; or
- any Specified Event comes to the knowledge of the Underwriters,

any such notice shall be served by any of the Underwriters prior to the Latest Time for Termination and thereupon the obligations of all parties under the Underwriting Agreement shall terminate and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

### CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's 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 lodgement or return of this provisional allotment letter, together with a cheque or cashier's order in payment for the Rights Shares accepted, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Any application in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the assured allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

### SHARE CERTIFICATES FOR RIGHTS SHARES

Subject to fulfillment of the conditions of the Rights Issue, share certificates for the Rights Shares are expected to be posted on or before Tuesday, 30 September 2014 to those entitled thereto by ordinary post at their own risk. You will receive one share certificate for all the fully-paid Rights Shares issued to you.

### GENERAL

Lodgement 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 this provisional allotment letter has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split provisional letters of allotment and/or the relevant certificates for the Rights Shares. Copies of the Prospectus are available at the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, Level 22, Hopewell Centre 183 Queen's Road East, Hong Kong.

This provisional allotment letter and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

### PERSONAL DATA COLLECTION – PROVISIONAL ALLOTMENT LETTER

By completing, signing and submitting the forms accompanying this provisional allotment letter, you agree to disclose to the Company, the Hong Kong branch share registrar of the Company and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong branch share registrar of the Company hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Hong Kong branch share registrar of the Company have the right to charge a reasonable fee for the processing of any data access request. All requests for access to or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business at Unit 32, 8/F, Block B, Focal Industrial Centre, 21 Man Lok Street, Hunghom, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Hong Kong branch share registrar of the Company at its address set out above for the attention of Privacy Compliance Officer.

By order of the Board  
Opes Asia Development Limited  
Lee Kwok Leung  
Executive Director

\* For identification purpose only