

Provisional allotment letter No.
暫定配額通知書編號



IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM ("EAF") EXPIRES AT 4:00 P.M. ON WEDNESDAY, 25 MARCH 2015.

IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.
If Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, make no your payment representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

Terms defined in the prospectus of China Jinhai International Group Limited (the "Company") dated 11 March 2015 (the "Prospectus") have the same meanings herein, unless the context requires otherwise.
Dealings in the Shares may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of these settlement arrangement and how such arrangements may affect your rights and interests.

Subject to the granting of the listings of, and permission to deal in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange as well as the 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 Rights Shares in their nil-paid and fully-paid forms or such other dates as determined by HKSCC. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

A copy of each of this PAL, the Prospectus and the related EAF, and having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix IV to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). 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.

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, by no later than 4:00 p.m. on Wednesday, 25 March 2015. All remittances must be made by cheque or cashier's order in Hong Kong dollars. 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 "China Jinhai International Group Limited - PAL" and crossed "Account Payee Only".

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，務請閣下即時處理。本通知書及額外申請表格(「額外申請表格」)所載要約於二零一五年三月二十五日(星期三)下午四時正截止。
閣下如對本文件之任何內容或應採取之行動有任何疑問，應尋求獨立專業意見。

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司(「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不發表任何聲明，並明確表示概不會就因本文件全部或任何部分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。除文義另有所指外，中國金海國際集團有限公司(「本公司」)日期為二零一五年三月十一日之供股章程(「供股章程」)所界定之詞彙在本文件內具相同涵義。

股份之買賣可以透過由香港結算運作之中央結算及交收系統(「中央結算系統」)進行交收，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及該等安排對閣下所享有權利與權益可能構成之影響。

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣並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開始買賣日期或由香港結算釐定之其他日期起，於中央結算系統寄存、結算及交收。所有中央結算系統活動均須遵守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。

本暫定配額通知書、供股章程及有關額外申請表格、連同供股章程附錄四(送呈公司註冊處處長文件)一段所述之文件，已根據香港法例第32章公司(清盤及雜項條文)條例第342C條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長及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。

倘閣下行使閣下之權利認購本暫定配額通知書指定之所有供股股份，則閣下必須嚴遵於二零一五年三月二十五日(星期三)下午四時正前按照本文件印列之指示將本暫定配額通知書連同須於接納時繳足之股款送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓，所有股款須以港元支票或銀行本票繳付。支票必須由香港銀行戶口開出，而銀行本票則須由香港銀行發出，註明抬頭人為「China Jinhai International Group Limited - PAL」，並以「只准入抬頭人賬戶」劃線方式開出。

China Jinhai International Group Limited

中國金海國際集團有限公司*
(Incorporated in Bermuda with limited liability)
(於百慕達註冊成立之有限公司)
(Stock code 股份代號: 139)

Branch share registrar in Hong Kong:
Tricor Tengis Limited
Level 22, Hopewell Centre
183 Queen's Road East
Hong Kong
香港股份過戶登記分處:
卓佳登捷時有限公司
香港
皇后大道東183號
合和中心22樓

RIGHTS ISSUE ON THE BASIS OF SIX (6) RIGHTS SHARES
FOR EVERY SHARE HELD
ON THE RECORD DATE
WITH BONUS WARRANTS ON THE BASIS OF ONE (1) BONUS WARRANT
FOR EVERY SIX (6) RIGHTS SHARES TAKEN UP
BY QUALIFYING SHAREHOLDERS
PAYABLE IN FULL UPON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 25 MARCH 2015

按合資格股東於記錄日期每持有一股股份獲發六(6)股供股股份及
每承購六(6)股供股股份獲發一(1)份紅利認股權證之基準
進行供股

股款須於接納時(不遲於二零一五年三月二十五日(星期三)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered Office of the Company:
本公司註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Head Office and Principal
Place of Business in Hong Kong:
Room 1603-05
Harcourt House
39 Gloucester Road
Wanchai, Hong Kong
總辦事處及香港主要營業地點:
香港灣仔
告士打道39號
匯豐大廈
1603-05室

11 March 2015
二零一五年三月十一日

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

Form for Box A, B, and C with HKS currency symbol.

Total number of Shares registered in your name(s) on Tuesday, 10 March 2015
於二零一五年三月十日(星期二)以閣下名義登記之股份總數

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance
but no later than 4:00 p.m. on Wednesday, 25 March 2015
暫定配發予閣下之供股股份總數，惟最遲須於二零一五年三月二十五日(星期三)
下午四時正前接納時繳足股款方可作實

Total subscription monies payable
應繳認購款項總額

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, at 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 Wednesday, 25 March 2015. 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 "China Jinhai International Group Limited - PAL" and crossed "Account Payee Only". Instructions on transfer and splitting are set out overlaid. No receipt will be given for such remittance.

Dealings in the Rights Shares in their nil-paid form will take place from Friday, 13 March 2015 to Friday, 20 March 2015 (both days inclusive). Such dealings will take place during a period when certain conditions to which the Rights Issue is subject to remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Monday, 30 March 2015), or Rights Shares in their nil-paid form from Friday, 13 March 2015 to Friday, 20 March 2015 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/her/their position is recommended to consult his/her/their professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company on or prior to 4:00 p.m. on Monday, 30 March 2015 if one or more of the following events or matters (whether or not forming part of a series of events) shall occur, arise or exist:

- (i) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in the Underwriting Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue; and the Bonus Warrant Issue; or
- (ii) (a) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, Bermuda or elsewhere;
- (b) any change in local, national or international financial, political, industrial or economic conditions;
- (c) any change of an exceptional nature in local, national or international equity securities or currency markets;
- (d) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
- (e) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
- (f) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, Bermuda or elsewhere,

which event or events is or are in the reasonable opinion of the Underwriter:

- (i) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
- (ii) likely to have a material adverse effect on the success of the Rights Issue or the Bonus Warrant Issue or the level of Rights Shares taken up; or
- (iii) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue or the Bonus Warrant Issue.

Underwriting Agreement in accordance with the terms of the Underwriting Agreement, all obligations of the Underwriter shall cease and determine (save for any antecedent breaches thereof) and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement save for any antecedent breach.

閣下如欲接納全部暫定配額，須將本文件整份連同以港元繳付內開所列數額之股款，在不遲於二零一五年三月二十五日(星期三)下午四時正交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。支票必須由香港銀行戶口開出，而銀行本票則須由香港銀行發出，註明抬頭人為「China Jinhai International Group Limited - PAL」，並以「只准入抬頭人賬戶」劃線方式開出。轉讓及分拆手續載於後頁，概不會發出股款收條。

未繳股款供股股份將於二零一五年三月十三日(星期五)至二零一五年三月二十日(星期五)(包括首尾兩日)期間買賣。有關買賣將於供股條件尚待達成期間進行。擬於即日起至供股條件獲全面達成當日(限期為二零一五年三月三十日(星期一))止期間買賣股份或於二零一五年三月十三日(星期五)至二零一五年三月二十日(星期五)(包括首尾兩日)期間買賣未繳股款供股股份之任何股東或其他人士，須承擔此承擔供股未必能成為無條件並因而不會落實進行之風險。任何買賣買賣股份或未繳股款供股股份之股東或其他人士如對本身狀況有任何疑問，應諮詢彼等之專業顧問。

董事謹請閣下注意，包括商於二零一五年三月二十日(星期一)下午四時正或之前向本公司發出即面通知，以於發售、出現或存在一項或多項以下事件或情況，任何買賣買賣股份或未繳股款供股股份之股東或其他人士如對本身狀況有任何疑問，應諮詢彼等之專業顧問：

- (i) 包銷商知悉或有合理理由相信包銷協議所載任何聲明或保證為失實、不確、誤導或虛假，且包銷商於各情況下合理認為對供股及紅利認股權證發行而言重大者；或
- (ii) (a) 香港、百慕達或其他地區之任何法院或其他管轄機關頒布任何新法例或規則，或改變現行法例或規則；
- (b) 地區、國家或國際金融、政治、工業或經濟情況出現任何變動；
- (c) 地區、國家或國際間爆發任何敵對事件、暴動或武裝衝突或有關事件升級；
- (d) 任何地區、國家或國際間爆發任何敵對事件、暴動或武裝衝突或有關事件升級；
- (e) 聯交所全面停止或暫停證券買賣，或對有關買賣施加重大限制；或
- (f) 涉及香港、百慕達或其他地區之稅務或外匯管制出現任何變動或預期將產生變動之任何發展。

而包銷商合理認為上述一項或多項事件：

- (i) 可能對本集團之整體業務、財務狀況或前景構成重大不利影響；或
- (ii) 可能對供股或紅利認股權證發行之成功或供股股份承購程度構成重大不利影響；或
- (iii) 可能對本集團之業務、財務狀況或前景構成重大不利影響，不致對本集團之業務、財務狀況或前景構成重大不利影響。

則包銷商可在其本身有權作出之任何其他補救措施以外，且在不受影響該等補救措施之情況下，向本公司發出書面通知根據包銷協議之條款終止包銷協議。根據包銷協議之條款向本公司發出書面通知以終止包銷協議後，包銷商之一切責任將告終止及終結(惟任何先前之違反情況除外)，而各訂約方不得就包銷協議所產生或與之有關之任何事宜或事情向任何其他方提出任何申索，惟任何先前之違反情況除外。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據

* For identification purposes only
* 僅供識別

IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, 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 RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Share(s) comprised herein)
(僅供有意轉讓本表格所列彼/彼等認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
China Jinhai International Group Limited

致：中國金海國際集團有限公司
列位董事 台照

Dear Sirs,
I/We* hereby transfer all 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/吾等認購供股股份之全部權利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)

* Delete as appropriate
* 刪去不適用者
Date: _____ 2015
日期：二零一五年 _____ 月 _____ 日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

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 Share(s) has/have been transferred)
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors
China Jinhai International Group Limited

Dear Sirs,
I/We* request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our* name(s) and I/we* agree to accept the same on the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to the memorandum of association and 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數目之供股股份登記於本人/吾等*名下，本人/吾等*同意按照本暫定配發通知書及隨附之供股章程所載之條款，並在 貴公司組織章程大綱及公司細則之規限下接納此等股份。
此致

中國金海國際集團有限公司
列位董事 台照

Existing Shareholder(s)
please mark "X" in this box
現有股東請在欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。 For Chinese applicant, please provide your name in both English and Chinese. 中國籍申請人請同時填寫中、英文姓名。			
Name of applicant in English 申請人英文姓名	Family name 姓氏 Other name(s) 名字	Name in Chinese 中文姓名	
Name(s) of joint applicants in English (if applicable) 聯名申請人姓名(如適用)			
Address in English 英文地址			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account no. 銀行帳戶號碼

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: _____ 2015
日期：二零一五年 _____ 月 _____ 日

NOTE: Hong Kong Stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate
* 刪去不適用者

China Jinhai International Group Limited

中國金海國際集團有限公司*

(Incorporated in Bermuda with limited liability)
(Stock code: 139)

11 March 2015

Dear Qualifying Shareholders,

In accordance with the terms set out in the prospectus dated 11 March 2015 (the “**Prospectus**”) dispatched to shareholders of China Jinhai International Group Limited (the “**Company**”), a copy of which is enclosed, the directors of the Company have provisionally allotted to you a number of rights shares (the “**Rights Shares**”) and bonus warrants (the “**Bonus Warrants**”) on the basis of six (6) Rights Shares for every Share held and registered in your name(s) as at 10 March 2015 at a subscription price of HK\$0.15 per Rights Share with one Bonus Warrant for every six (6) Rights Shares taken up. Your holding of Shares as at 10 March 2015 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 have the same meanings herein unless the context requires otherwise.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. No person receiving a copy of the Prospectus or a provisional allotment letter or excess application form 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 or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make on his/hers/its/their behalf an application for the Rights Shares to satisfy himself/herself/itself/themselves as to the observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

When issued, allotted and fully paid, the Rights Shares shall rank pari passu in all respects with the Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment of the fully-paid Rights Shares.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this provisional allotment letter (“**PAL**”) intact with the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Wednesday, 25 March 2015. All remittances must be made by cheque or cashier’s order in Hong Kong dollars. 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 “China Jinhai International Group Limited – PAL” and crossed “Account Payee Only”. Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company’s branch share registrar in Hong Kong at the above address.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Wednesday, 25 March 2015 whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a provisional allotment letter as valid and binding on the person(s) by whom and on whose behalf is lodged even if the provisional allotment letter is not completed in accordance with the relevant instructions.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying excess application form (“**EAF**”) 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, with the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Wednesday, 25 March 2015. All remittances must be made by cheque or cashier’s order in Hong Kong dollars. 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 “China Jinhai International Group Limited – EAF” and crossed “Account Payee Only”.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer (Form B) and hand this PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the form of transfer (Form B) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Wednesday, 25 March 2015. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 17 March 2015 with the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required, which will be available for collection at Tricor Tengis Limited after 9:00 a.m. on the second business day after your surrender of the original PAL.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the existing Shares have been dealt in on an ex-rights basis as from Tuesday, 3 March 2015 and that the Rights Shares will be traded in their nil-paid form from Friday, 13 March 2015 to Friday, 20 March 2015, both dates inclusive. Such dealings will take place during the period when the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the existing Shares during the period up to the date on which all conditions to which the Rights Issue is subject are to be fulfilled, and any Shareholder or other person dealing in the Rights Shares in their nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional and therefore may not proceed. Any Shareholder or other person contemplating dealing in the existing Shares or the Rights Shares in their nil-paid form during such period who is in any doubt about his/hers/its position is recommended to consult his/hers/its professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on Monday, 30 March 2015. If one or more of the following events or matters (whether or not forming part of a series of events) shall occur, arise or exist:

- (i) the Underwriter shall become aware of the fact that, or shall have reasonable cause to believe that, any of the representations or warranties contained in the Underwriting Agreement is untrue, inaccurate, misleading or breached, and in each case the same is (in the reasonable opinion of the Underwriter) material in the context of the Rights Issue and the Bonus Warrant Issue; or
 - (ii) (a) any new law or regulation is enacted, or there is any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority, whether in Hong Kong, Bermuda or elsewhere;
 - (b) any change in local, national or international financial, political, industrial or economic conditions;
 - (c) any change of an exceptional nature in local, national or international equity securities or currency markets;
 - (d) any local, national or international outbreak or escalation of hostilities, insurrection or armed conflict;
 - (e) any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange; or
 - (f) any change or development involving a prospective change in taxation or exchange controls in Hong Kong, Bermuda or elsewhere,
- which event or events is or are in the reasonable opinion of the Underwriter:
- (i) likely to have a material adverse effect on the business, financial position or prospects of the Group taken as a whole; or
 - (ii) likely to have a material adverse effect on the success of the Rights Issue or the Bonus Warrant Issue or the level of Rights Shares taken up; or
 - (iii) so material as to make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue or the Bonus Warrant Issue.

then and in such case, the Underwriter may, in addition to and without prejudice to any other remedies to which the Underwriter may be entitled, by notice in writing to the Company terminate the Underwriting Agreement in accordance with the terms of the Underwriting Agreement. Upon giving notice in writing to the Company to terminate the Underwriting Agreement in accordance with the terms of the Underwriting Agreement, all obligations of the Underwriter shall cease and determine (save for any antecedent breaches thereof) and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement save for any antecedent breach.

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 will be retained for the benefit of the Company. If any cheque or cashier’s order lodged with this PAL is not honoured upon first presentation, this PAL is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, underpaid application will be rejected. In the event of overpaid application, a refund cheque will be made out to you only if the overpaid amount is HK\$100 or above. Completion and return of this PAL together with a cheque or cashier’s order in payment for the Rights Shares will constitute a warranty by the subscriber that the cheque or cashier’s order will be honoured on first presentation.

SHARE CERTIFICATES/WARRANT CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares/Bonus Warrant will be dispatched to you by the Company’s branch share registrar in Hong Kong by ordinary post at your own risk on Wednesday, 8 April 2015. You will receive one share certificate and/or one warrant certificate for all the Rights Shares/Bonus Warrant issued to you.

EFFECT OF BAD WEATHER

If there is a “black” rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong (“**Bad Weather**”) at any local time before 12:00 noon and no longer in force after 12:00 noon on Wednesday, 25 March 2015, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same business day. If there is Bad Weather in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Wednesday, 25 March 2015, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

GENERAL

Lodgment of this PAL 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 title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or share certificates.

This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong laws.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Tengis Limited at Level 22, 183 Queen’s Road East, Hong Kong during normal business hours.

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 Company’s branch share registrar in Hong Kong 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 Company’s branch share registrar in Hong Kong 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 Company’s branch share registrar in Hong Kong have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data 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 Room 1603-05, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company, or (as the case may be) to the Company’s branch share registrar in Hong Kong at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,
For and on behalf of the Board of
China Jinhai International Group Limited
Wong Howard
Chairman

* For identification purposes only

China Jinhai International Group Limited
中國金海國際集團有限公司*
(於百慕達註冊成立之有限公司)
(股份代號：139)

敬啟者：

根據已隨附本通知書一併寄發予中國金海國際集團有限公司(「本公司」)股東日期為二零一五年三月十一日之供股章程(「供股章程」)所載條款，本公司董事已向閣下暫定配發若干數目之供股股份(「供股股份」)及紅利認股權證(「紅利認股權證」)，基準為於二零一五年三月十日以前，閣下名義登記持有之每一股股份，可按每股供股股份0.15港元之認購價獲發六(6)股供股股份，以及每承購六(6)股供股股份可獲發一份紅利認股權證。閣下於二零一五年三月十日持有之股份載於甲欄，而閣下獲暫定配發之供股股份數目載於乙欄。除文義另有所指外，供股章程所界定之詞彙在本文件內具相同涵義。

本公司並無採取任何行動，以尋求獲准於香港境外任何司法權區提早發售供股股份或派發章程文件。於香港境外任何司法權區接獲供股章程或暫定配額通知書或額外申請表格之人士，概不應視之為申請認購供股股份之要約或邀請，除非有關要約或邀請可在有關司法權區毋須進行任何登記或遵守其他法例或監管規定之情況下合法進行。有意以本身名義申請認購供股股份之任何香港境外人士，均有責任確保其遵守所有有關司法權區之法例及規例，包括取得任何政府或其他同意，以及支付該司法權區規定應付之相關稅項及徵費。本公司保留權利在其相信接納任何供股股份申請將觸犯任何司法權區之適用證券或其他法例或規例之情況下，拒絕接納有關申請。

供股股份於發行、配發及繳足股款後，將在各方面與已發行股份享有同等權益。繳足股款供股股份之持有人將有權收取所有於繳足股款供股股份配發日期後宣派、作出或派付之未來股息及分派。

接納手續

閣下如欲轉讓本暫定配額，須於二零一五年三月二十五日(星期三)下午四時正前，將本暫定配額通知書(「暫定配額通知書」)整份連同丙欄所載須於接納時繳足之股款，送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港銀行之銀行戶口開出，而銀行本票則須由香港銀行發出，註明抬頭人為「China Jinhai International Group Limited—PAL」，並以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成根據本暫定配額通知書及供股章程之條款，並在本公司組織章程大綱及公司細則之規限下接納供股股份暫定配額。概不會就有關股款發出收據。所有與本暫定配額通知書有關之查詢應寄往本公司之香港股份過戶登記分處(地址如上)。

敬請注意，除非如上文所述於二零一五年三月二十五日(星期三)下午四時正前接獲原承配人或有效承讓有關權利之人士交回本暫定配額通知書連同丙欄所示之適當股款，否則本暫定配額及一切有關權利將視為已遭拒絕而將予取消。本公司毋須但可全權酌情將一份暫定配額通知書為有效，並對所提交或被代為提交之人士具有約束力，儘管該暫定配額通知書並未根據有關指示填妥。

額外供股股份

如閣下為合資格股東，並欲申請認購所獲暫定配額以外之供股股份，則必須依照隨附之額外申請表格(「額外申請表格」)所印指示將其填妥及簽署，連同所申請認購額外供股股份額另行支付之有關股款，於二零一五年三月二十五日(星期三)下午四時正前交回本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓，以便股份過戶登記分處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在卓佳登捷時有限公司領取。

轉讓

閣下如欲轉讓本通知書所述閣下獲暫定配額認購供股股份之全部權利，必須將轉讓表格(表格乙)填妥及簽署，並將本暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士。承讓人須將轉讓表格(表格乙)填妥及簽署，於二零一五年三月二十五日(星期三)下午四時正前將本暫定配額通知書整份連同丙欄所載須於接納時繳足之股款送交本公司之香港股份過戶登記分處卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心22樓。敬請注意，轉讓閣下認購有關供股股份之權利及承讓人接納該等權利均須繳付香港印花稅。

分拆

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配額認購供股股份之部分權利，或將權利轉讓予超過一名人士，則最遲須於二零一五年三月十七日(星期二)下午四時三十分前將原有暫定配額通知書交回及呈交本公司之香港股份過戶登記分處卓佳登捷時有限公司以供註銷，地址為香港皇后大道東183號合和中心22樓，以便股份過戶登記分處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在卓佳登捷時有限公司領取。

終止包銷協議

敬請注意，現有股份已自二零一五年三月三日(星期二)起按除權基準買賣，而未繳股款供股股份將於二零一五年三月十三日(星期五)至二零一五年三月二十日(星期五)(包括首尾兩日)期間買賣。有關買賣將於供股條件尚待達成期間進行。凡於供股條件獲全面達成當日止期間買賣現有股份之任何股東或其他人士及買賣未繳股款供股股份之任何股東或其他人士，須據此承擔供股未必能成為無條件並因而不會落實進行之風險。任何擬於該期間買賣現有股份或未繳股款供股股份之股東或其他人士如對本身狀況有任何疑問，應諮詢其專業顧問。

董事謹請閣下尤其注意，包銷商可於二零一五年三月三十日(星期一)下午四時正前任何時間向本公司發出書面通知，以於發生、出現或存在一項或多項以下事件或事宜(不論是否構成一連串事件之一部分)時終止包銷協議所載安排：

- (i) 包銷商知悉或有合理理由相信包銷協議所載任何聲明或保證為失實、不確、誤導或遭違反，且包銷商於各情況下合理認為對供股及紅利認股權證發行而言屬重大者；或
- (ii) (a) 香港、百慕達或其他地區之任何法院或其他管轄機關頒佈任何新法例或規例，或改變現行法例或規例，或更改其詮釋或適用範圍；
- (b) 地區、國家或國際金融、政治、工業或經濟情況出現任何變動；
- (c) 地區、國家或國際股本證券或貨幣市場出現任何特殊變動；
- (d) 任何地區、國家或國際間爆發任何敵對事件、暴動或武裝衝突或有關事件升級；
- (e) 聯交所全面停止或暫停證券買賣，或對有關買賣施加重大限制；或
- (f) 涉及香港、百慕達或其他地區之稅務或外匯管制出現任何變動或預期將產生變動之任何發展，

而包銷商合理認為上述一項或多項事件：

- (i) 可能會對本集團之整體業務、財務狀況或前景構成重大不利影響；或
- (ii) 可能會對供股或紅利認股權證發行之成功或供股股份承購程度構成重大不利影響；或
- (iii) 影響重大以致令繼續進行供股或紅利認股權證發行屬不宜、不智或不適當，

則包銷商可在其本身有權作出之任何其他補救措施以外，且在不影響該等補救措施之情況下，向本公司發出書面通知根據包銷協議之條款終止包銷協議。根據包銷協議之條款向本公司發出書面通知以終止包銷協議後，包銷商之一切責任將告終止及終結(惟任何先前之違反情況除外)，而各訂約方不得就包銷協議所產生或與之有關之任何事宜或事情向任何其他方提出任何申索，惟任何先前之違反情況除外。

支票或銀行本票

所有支票及銀行本票將於收訖後隨即過戶，而就有關股款所賺取之利息將全部撥歸本公司所有。凡隨附本暫定配額通知書送交之支票或銀行本票於首次過戶時未能兌現，則本暫定配額通知書可遭拒絕受理，而在此情況下，暫定配額及據此而賦予之所有權利將被視作已遭放棄而將予取消。閣下須於申請認購供股股份時繳付確實應繳金額，繳款不足之申請會遭拒絕受理。在多繳申請股款之情況下，只有多繳申請股款為100港元或以上方可獲發退款支票。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回，將構成認購人保證支票或銀行本票可於首次過戶時兌現。

股票／認股權證證書

預期本公司之香港股份過戶登記分處將於二零一五年四月八日(星期三)以平郵將繳足股款供股股份之股票／紅利認股權證證書寄予閣下，郵誤風險概由閣下自行承擔。閣下將就所有獲發之供股股份／紅利認股權證之認股權證收取一張股票及／或認股權證之認股權證證書。

恶劣天氣之影響

倘香港於二零一五年三月二十五日(星期三)中午十二時正前任何本地時間發出「黑色」暴雨警告或懸掛八號或以上熱帶氣旋警告信號(「恶劣天氣」)，並於當日中午十二時正後解除，則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將順延至同一營業日下午五時正。倘香港於二零一五年三月二十五日(星期三)中午十二時正至下午四時正期間任何本地時間出現恶劣天氣，則接納供股股份並繳付股款及申請額外供股股份並繳付股款之最後時限將改為下一營業日(有關警告於當日上午九時正至下午四時正期間任何時間並無生效)下午四時正。

一般事項

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

本暫定配額通知書及任何對其所載要約之接納須受香港法例監管並按其詮釋。

載有供股詳情之供股章程可於一般辦公時間向卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)索取。

收集個人資料—暫定配額通知書

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、本公司之香港股份過戶登記分處及／或其各自之顧問及代理披露個人資料及其所需有關閣下或閣下為其利益而接納暫定配額供股股份之人士之任何資料。(「個人資料(私隱)條例」賦予證券持有人權利，可確定本公司或本公司之香港股份過戶登記分處是否持有其個人資料，索取有關資料之副本及更正任何不準確資料。根據(個人資料(私隱)條例)，本公司及本公司之香港股份過戶登記分處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類訊息之所有要求，應寄往本公司之主要營業地點(香港灣仔告士打道39號壹大樓1603-05室)或根據適用法例不時通知之地址，並以本公司之公司秘書為收件人；或(視情況而定)寄往本公司之香港股份過戶登記分處(地址見上文)，並以私隱條例事務主任為收件人。

此 致

列位合資格股東 台照

代表董事會
中國金海國際集團有限公司
主席
黃皓
謹啟

二零一五年三月十一日

• 備供識別