

IMPORTANT
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY HERITAGE INTERNATIONAL HOLDINGS LIMITED DATED 10 MAY 2013 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL BEAR THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述漢基控股有限公司於二零一三年五月十日就供股發行之章程(「章程」)。除非文義另有所指，否則本文件採用之詞彙與章程所界定者具備相同涵義。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:30 P.M. ON MONDAY, 27 MAY 2013.

本文件具有價值及可轉讓，務請閣下立即處理。本文件及隨附之額外供股股份申請表格所載之要約於二零一三年五月二十七日(星期一)下午四時半截止。

IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES, YOU SHOULD AT ONCE HAND THE RIGHTS ISSUE DOCUMENTS TO THE PURCHASER OR TRANSFEREE OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER OR TRANSFEREE.

閣下如已售出或轉讓全部名下之股份，應立即將供股文件交予買方或承讓人，或經買賣或轉讓之銀行、持牌證券交易商或其他代理人，以便轉交買方或承讓人。

THE STOCK EXCHANGE AND HKSCC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THE RIGHTS ISSUE DOCUMENTS, MAKE NO REPRESENTATION AS TO THEIR 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 THE RIGHTS ISSUE DOCUMENTS.

聯交所及香港結算對供股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供股文件之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。

A COPY OF EACH OF THE RIGHTS ISSUE DOCUMENTS, HAVING ATTACHED THERETO THE WRITTEN CONSENT REFERRED TO UNDER THE PARAGRAPH HEADED "EXPERT AND CONSENT" IN APPENDIX III TO THE PROSPECTUS, HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG AS REQUIRED BY SECTION 342C OF THE COMPANIES ORDINANCE. A COPY OF EACH OF THE RIGHTS ISSUE DOCUMENTS WILL AS SOON AS REASONABLY PRACTICABLE BE DELIVERED TO THE REGISTRAR OF COMPANIES IN BERMUDA FOR FILING IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANIES ACT. THE SECURITIES AND FUTURES COMMISSION OF HONG KONG, THE REGISTRAR OF COMPANIES IN HONG KONG AND THE REGISTRAR OF COMPANIES IN BERMUDA TAKE NO RESPONSIBILITY FOR THE CONTENTS OF ANY OF THESE DOCUMENTS.

各供股文件連同章程附錄三「專業人士及同意書」一段所述之同意書之印本各一份已遵照公司條例第342C條送呈香港公司註冊處處長登記。各份供股文件之印本亦將會遵照公司法之規定在合理可行情況下盡快送交百慕達公司註冊處存案。香港證券及期貨事務監察委員會、香港公司註冊處處長及百慕達公司註冊處對任何此等文件之內容概不負責。

DEALINGS IN THE SHARES AND THE NIL-PAID AND FULLY-PAID RIGHTS SHARES MAY BE SETTLED THROUGH CCASS. YOU SHOULD CONSULT YOUR 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.

閣下應就有關安排之詳情及此等安排可能對閣下之權利及權益造成之影響，諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

SUBJECT TO THE GRANTING OF THE LISTING OF, AND PERMISSION TO DEAL IN, THE RIGHTS SHARES (IN BOTH THEIR NIL-PAID AND FULLY-PAID FORMS) ON THE STOCK EXCHANGE, 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 THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE OR SUCH OTHER DATE 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.

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣後，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，自未繳股款及繳足股款供股股份各自開始在聯交所買賣之日或香港結算決定之其他日期起在中央結算系統內寄存、結算及交收。聯交所參與者之間於交易日期進行之交易須於隨後第二個交易日在中央結算系統內進行交收。所有中央結算系統內之活動均依據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。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT ABOUT THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT A LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本文件之任何內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。



HERITAGE INTERNATIONAL HOLDINGS LIMITED

漢基控股有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 412)
(Warrant Code: 1248)

(股份代號: 412)
(認股權證代號: 1248)

Registered office:

註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Head office and principal place

of business:
29/F., China United Centre
28 Marble Road
North Point
Hong Kong

總辦事處及主要營業地點:

香港
北角
馬寶道28號
華匯中心29樓

Branch share registrar in Hong Kong:

Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

股份過戶登記處香港分處:

香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心
17樓1712-1716號舖

RIGHTS ISSUE OF
939,739,198 RIGHTS SHARES OF HK\$0.01 EACH
ON THE BASIS OF ONE RIGHTS SHARE
FOR EVERY TWO SHARES HELD ON THE RECORD DATE
AT HK\$0.215 PER RIGHTS SHARE

供股

基準為於記錄日期每持有兩股股份可獲配發一股供股股份
按每股供股股份0.215港元之價格

合共發行939,739,198股每股面值0.01港元之供股股份

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

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

合資格股東姓名及地址

Total number of Shares registered in your name(s) on Thursday, 9 May 2013
於二零一三年五月九日(星期四)登記於閣下名下之股份總數

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on Monday, 27 May 2013
暫定配發予閣下之供股股份數目，股款款項須於二零一三年五月二十七日(星期一)下午四時半前繳納時繳足

Box B
乙欄

Total subscription monies payable
應繳認購款項總額

Box C
丙欄

HKS
港元

To accept this provisional allotment of the Rights Shares in full, you must lodge this document intact with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the full amount shown in Box C above so as to be received by no later than 4:30 p.m. on Monday, 27 May 2013. All remittances must be made in Hong Kong dollars and must be forwarded either by a cheque drawn on a bank account with, or by a banker's cashier order issued by, a licensed bank in Hong Kong. All such cheques or banker's cashier orders must be made payable to "HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C" and crossed "Account Payee Only". No receipt will be given for such remittances. Instructions on transfer and cashing are set out overleaf.

為接受此項暫定配發之供股股份，必須將本文件整份連同以港元繳付上列丙欄所示之全數款項，於二零一三年五月二十七日(星期一)下午四時半前送交本公司之股份過戶登記處香港分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有款項須以港元繳付，並須及香港持牌銀行之銀行戶口匯出之支票或銀行匯單。所有該等支票或銀行匯單須註明抬頭人為「HERITAGE INTERNATIONAL HOLDINGS LIMITED - PAL A/C」，並須以「只准入抬頭人戶戶方式劃線匯出」。本公司不會就此等款項發出收據。有關轉讓及分派之指示載於背頁。

The Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given to the Company at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date, if:

- a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - i. the introduction of any new 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - ii. 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 of the Underwriting Agreement, of a political, financial, economic, currency market or other nature (whether or not excludable) which may in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - iii. any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - iv. there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally or on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - v. the commencement or taking by any third party of any litigation or claim or other action against any member of the Group which is or might be material to the Group taken as a whole; or
 - vi. any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, Bermuda, the PRC or other jurisdiction relevant to the Group or any member of the Group) and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- b) the Prospectus when published contained 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 in the reasonable opinion of the Underwriter 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 accept the Rights Shares provisionally allotted to it; or
- c) the Company commits any material breach of or omits to observe any of the material obligations or material undertakings expressed to be assumed by it under the Underwriting Agreement; or
- d) if, at or prior to the Latest Time for Termination:
 - i. any material breach of any of the warranties or undertakings of the Company contained under the Underwriting Agreement comes to the knowledge of the Underwriter; or
 - ii. any event occurring on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which has had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties of the Company contained under the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement 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. If the Underwriter exercises such right, the Rights Issue will not proceed.

倘出現上述情況，則包銷商將有權終止本通知書，而倘該等事件或事宜於包銷協議日期之前出現或發生，將導致包銷協議所載之本公司任何保證於任何重大方面屬不實或不正確。倘發生上述通知書，包銷商於包銷協議下之所有責任將告終止及終結，除其在任何先列通知書提出之要求外，包銷協議之訂約方不得就該等事件或事宜向任何其他訂約方提出索償。倘包銷商行使有關權利，則供股將不會進行。

Shares have been dealt in on the basis since Tuesday, 30 April 2013. The Rights Shares in their nil-paid form will be dealt in on the Stock Exchange from Tuesday, 14 May 2013 to Wednesday, 22 May 2013 (both days inclusive). If the Underwriter terminates the Underwriting Agreement, or the conditions of the Rights Issue are not fulfilled or waived as the case may be, the Rights Issue will not proceed. Any Shareholder or other person contemplating selling or purchasing the Shares and/or the Rights Shares in their nil-paid form up to the date on which all conditions to which the Rights Issue is subject remain unfulfilled, will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed.

股份已自二零一三年四月三十日(星期三)起在聯交所按無條件基準買賣。未繳股款供股股份將於二零一三年五月十四日(星期二)至二零一三年五月二十二日(星期日)止期間(包括首尾兩日)在聯交所買賣。倘包銷商終止包銷協議，或供股之條件未能達成或不獲豁免(視乎情況而定)，則供股將不會進行。經於二零一三年五月十四日(星期二)至二零一三年五月二十二日(星期日)止期間買賣供股股份之任何股東或其他人(包括其顧問)應諮詢本身之專業顧問，任何股東或其他人倘在供股之所有條件尚未達成或買賣供股股份，須承擔供股或供股無法或無條件及不會進行之風險。

* For identification purpose only
僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每宗買賣均須繳付從價印花稅。除出售之外，餽贈或轉讓實益權益亦須繳付從價印花稅。在本文件所指之任何供股股份配額轉讓登記前，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 its/his/her/their rights to subscribe for the Rights Shares comprised herein)
(僅供有意轉讓彼/彼等根據本文件所載之供股股份之全部認購權之合資格股東填寫及簽署)

To: The Directors
Heritage International Holdings Limited

致：漢基控股有限公司*
列位董事 台照

Dear Sir/Madam,
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）

Date 日期：_____ 2013

Stamp duty of HK\$5 and ad valorem stamp duty are payable by the transferor(s) if this form is completed.

填妥此表格後，轉讓人須支付5港元之釐印費與及支付從價印花稅。

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 have been transferred)
(僅供獲轉讓供股股份之認購權之人士填寫及簽署)

To: The Directors
Heritage International Holdings Limited

致：漢基控股有限公司*
列位董事 台照

Dear Sir/Madam,
I/We request you to register the number of 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之供股股份數目登記於本人/吾等名下，而本人/吾等同意按照本暫定配額通知書及隨附之章程所載之條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

Existing Shareholder(s)
Please mark "X" in the box
現有股東請於欄內填上「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。聯名申請人僅須填寫排名首位之申請人之地址。

Name in English 英文姓名	Family name 姓氏	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or names of joint applicants 申請人(續)姓名 及/或聯名申請人姓名			
Address in English (Joint applicant(s) 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 派息指示			
Name & address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼

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：_____ 2013

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

填妥此表格後，承讓人須支付從價印花稅。

* For identification purpose only
僅供識別



HERITAGE INTERNATIONAL HOLDINGS LIMITED

漢基控股有限公司*
(Incorporated in Bermuda with limited liability)
(Stock Code: 412)
(Warrant Code: 1248)

10 May 2013

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the "Prospectus") issued by Heritage International Holdings Limited dated 10 May 2013 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein unless the context indicates otherwise.

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every two Shares registered in your name on the register of members of the Company as at the close of business on the Record Date (i.e. Thursday, 9 May 2013). Your holding of the Shares as at the close of business on the Record Date is set out in Box A of Form A and the number of the Rights Shares provisionally allotted to you is set out in Box B of Form A.

Any Rights Shares provisionally allotted but not accepted will be available for excess applications by the Qualifying Shareholders using the accompanying form of application for excess Rights Shares.

The Rights Shares, when issued and fully paid, will rank *pari passu* in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment of the Rights Shares in their fully-paid form.

PROCEDURES FOR ACCEPTANCE AND PAYMENT

To accept all your provisional allotment and entitlements in full, you must lodge the whole of this provisional allotment letter intact with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C of Form A, so as to be received by no later than 4:30 p.m. on Monday, 27 May 2013. This will constitute acceptance of the provisional allotment and entitlements on the terms of this provisional allotment letter and the Prospectus and subject to the memorandum of association and bye-laws of the Company. **All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "HERITAGE INTERNATIONAL HOLDINGS LIMITED – PAL A/C" and crossed "Account Payee Only".** 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 as shown in Box C of Form A, is received as described above by no later than 4:30 p.m. on Monday, 27 May 2013, whether by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder 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.

Completion and return of this 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 HKSCC 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 and sign 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. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C of Form A with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:30 p.m. on Monday, 27 May 2013. **All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "HERITAGE INTERNATIONAL HOLDINGS LIMITED – PAL A/C" and 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 transfer all or part of your provisional allotment to more than one person or transfer only part of your provisional allotment to one person, the original provisional allotment letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 16 May 2013 with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, which 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 office of the Company's branch share registrar in Hong Kong after 9:00 a.m. on the second business day after your surrender of the original provisional allotment letter.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying form of application for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:30 p.m. on Monday, 27 May 2013. **All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "HERITAGE INTERNATIONAL HOLDINGS LIMITED – EAF A/C" and crossed "Account Payee Only".** No receipt will be given for such remittances.

It should be noted that allotment of excess Rights Shares, if any, will be made at the sole discretion of the Directors and on a fair and reasonable basis. The Directors will give preference to topping up odd lots to whole board lots.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefits of the Company. Completion and return of a provisional allotment letter with a cheque and/or a banker's cashier order, whether by you or by any nominated transferee, will constitute a warranty by the applicant that the cheque or the banker's cashier 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 provisional allotment letter in respect of which the accompanying cheque or banker's cashier order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlement given pursuant thereto will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND CHEQUES

It is expected that share certificates for the fully-paid Rights Shares will be posted by the Company's branch share registrar in Hong Kong to those entitled thereto at their registered addresses at their own risk on or around Wednesday, 5 June 2013.

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered address on or around Wednesday, 5 June 2013.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing given to the Company at any time prior to 4:30 p.m. on the third Business Day after the Acceptance Date, if:

- a) in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - i. the introduction of any new 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 reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - ii. 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 of the Underwriting Agreement, of a political, financial, economic, currency market 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 market which may, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - iii. any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
 - iv. any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the reasonable opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - v. there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - vi. the commencement or taking by any third party of any litigation or claim or other action against any member of the Group which is or might be material to the Group taken as a whole; or
- b) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, on Hong Kong, Bermuda, the PRC or other jurisdiction relevant to the Group or any member of the Group and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the reasonable opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- c) the Prospectus 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 in the reasonable opinion of the Underwriter 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 accept the Rights Shares provisionally allotted to it; or
- d) the Company commits any material breach of or omits to observe any of the material obligations or material undertakings expressed to be assumed by it under the Underwriting Agreement; or
- e) if, at or prior to the Latest Time for Termination:
 - i. any material breach of any of the warranties or undertakings of the Company contained under the Underwriting Agreement comes to the knowledge of the Underwriter; or
 - ii. any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties of the Company contained under the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriter,

then and in such case, that 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.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement 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. If the Underwriter exercises such right, the Rights Issue will not proceed.

OVERSEAS SHAREHOLDERS

The Rights Issue Documents have not been and will not be registered and/or filed under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong and Bermuda. No action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving a PAL or EAF 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 a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents and to pay any taxes, duties and other amounts required to be paid in such territory in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers. 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.

GENERAL

Lodgement of this provisional allotment letter with or, 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 provisional allotment letters and/or the share certificates for the Rights Shares.

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

Further copies of the Prospectus giving details of the Rights Issue are available from the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. All enquiries in connection with this provisional allotment letter should be directed to them at the same address or by phone at (852) 2862 8555.

Yours faithfully,
For and on behalf of
Heritage International Holdings Limited
Dr. Kwong Kai Sing, Benny
Chairman

* For identification purpose only