

Form A
表格甲

To be valid, the whole of this document must be returned.
本文件必須整份交還，方為有效。

Provisional Allotment Letter Number
暫定配額通知書編號

IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON WEDNESDAY, 15 JUNE 2011.
此乃有價值及可轉讓之暫定配額通知書，應即時處理。本文件及隨附之額外供股股份申請表格所載之要約將於二零一一年六月十五日(星期三)下午四時正結束。

IF YOU ARE IN ANY DOUBT ABOUT THIS FORM, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF WILLIE INTERNATIONAL HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCK BROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.
閣下如對本表格或應採取的行動有任何疑問或如閣下已出售閣下名下全部或部分威利國際控股有限公司(「本公司」)的股份，應諮詢閣下的股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

Terms defined in the prospectus issued by the Company dated 31 May 2011 (the "Prospectus") in relation to the rights issue shall bear the same meanings when used herein unless the context otherwise requires.
除文義另有所指外，本文件所引用詞語與本公司供股招股說明書(二零一一年五月三十一日)之章程(「招股說明書」)所載者具有相同涵義。

A copy of this form, together with a copy of the Prospectus, the related form of application for excess Rights Shares and the documents specified in the paragraph headed "Documents Delivered to the Registrar of Companies" in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 38D of the Companies Ordinance. The Registrar of Companies and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.
本表格隨同供股章程及有關額外供股股份申請表格及供股章程附錄三(送呈公司註冊處文件)一段所列之文件，已遵照公司條例第38D條之規定向香港公司註冊處登記。香港公司註冊處與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。

Deals in the securities of the Company may be settled through the CCASS operated by HKSCC and you should consult your stockbroker or other licensed securities dealer or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests.
本公司證券之買賣可透過由香港結算系統進行的中央結算系統進行交收。閣下應就該等交收安排之詳情及該等安排可能對閣下之權利及權益構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。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this form, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form.
香港交易所及結算所有關公司、聯交所及香港結算對本表格之內容概不負責，對其準確性或完整性亦無發表任何聲明，並明確表示概不就因本表格全部或任何部份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。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.
經文交所批准以繳款或繳足股款形式之供股股份上市及買賣，並符合香港結算之證券收納規程後，未繳股款及繳足股款之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之供股股份各自開始於聯交所買賣當日或香港結算指定之其他日期起，可於中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日的交易交收必須於其後第二個交易日在中央結算系統進行，所有於中央結算系統進行之活動必須遵照不時生效之《中央結算系統一般規則》及《中央結算系統運作規程》進行。



Willie International Holdings Limited
威利國際控股有限公司

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)
(Stock Code: 273)
(股份代號: 273)

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

Share registrar and transfer office:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong
股份註冊及過戶登記處:
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

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

註冊辦事處:
香港
北角
馬寶道28號
華匯中心32樓

按合資格股東於記錄日期每持有一股股份
供八股供股股份之基準，
以每股供股股份0.125港元之認購價
進行涉及2,368,559,728股供股股份之供股，
供股股款須於接納時繳足，
即不遲於二零一一年六月十五日(星期三)下午四時正

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 Monday, 30 May 2011
於二零一一年五月三十日(星期一)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 acceptance by no later than 4:00 p.m. on Wednesday, 15 June 2011
暫定配發予閣下之供股股份數目，股款須不遲於二零一一年六月十五日(星期三)下午四時正前接納時繳足

BOX B
乙欄

Total subscription monies payable
應繳認購股款總額

BOX C
丙欄

HKS
港元

Contact Telephone Number:
聯絡電話號碼: _____

The Underwriters may terminate the arrangements set out in the Underwriting Agreement by notice in writing to the Company issued by the Lead Underwriter (on behalf of the Underwriters) at its sole discretion at any time prior to 4:00 p.m. on the Settlement Date if there occurs: (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (b) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; and in the opinion of the Lead Underwriter (on behalf of the Underwriters), such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

Upon giving of notice pursuant to the Underwriting Agreement, all obligations of the Underwriters under the Underwriting Agreement shall cease and determine and none of the parties to the Underwriting Agreement shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriters such fees and expenses (but not the underwriting commission, sub-underwriting fees and related expenses) referred to in the Underwriting Agreement. If the Underwriters exercise such right, the Rights Issue will not proceed.
倘於結算日期下午四時正或之前，(i)本公司應遵守或並無遵守包銷協議所列本公司須承擔或遵守之任何責任、承諾、聲明或保證，而對本公司業務、財務或經營狀況有重大不利影響；或(ii)包銷商根據包銷協議接獲通知或以其他方式獲悉包銷協議所載之任何聲明或保證在作出時乃屬失實或不確，或包銷協議內訂明董事、申請人、聯交所或合資格股東(代表包銷商)合理地認為任何該等失實之聲明或保證導致或可能導致本公司業務、財務或經營狀況或前景有重大不利影響；或(iii)於發生包銷協議所述之若干事項或事件或事項或包銷商獲悉該等事項或事件後，本公司未有(倘曾發覺該文件)即時按牽頭包銷商(代表包銷商)合理要求之方式(及適當之內容)發出任何公告或函函(以免本公司證券出現虛假市場)，包銷商將有權(惟不受約束)透過由牽頭包銷商(代表包銷商)向本公司發出書面通知之方式選擇處理有關事項或事件，以視為解除及撤銷包銷商於包銷協議下之責任。
於根據包銷協議發出通知後，包銷商根據包銷協議所負之所有責任將告終止及終結，而包銷協議訂約各方一概不得因包銷協議而產生或與包銷協議有關之任何事項或事件向另一方提出任何索償，惟本公司仍有責任向包銷商支付包銷協議中所涉及之費用及支出(包銷佣金、分銷費用及相關開支除外)。倘包銷商行使有關權利，則供股將不會進行。

Deals in the Rights Shares in their nil-paid form will take place from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive). If the conditions of the Underwriting Agreement are not fulfilled or waived (as applicable) or the Underwriting Agreement is terminated by the Underwriters, the Rights Issue will not proceed. Any Shareholders or other persons dealing in the Shares up to the date on which the Rights Issue becomes unconditional (and the date on which the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating selling or purchasing the Rights Shares in their nil-paid forms during the period from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive) who are in any doubt about their position are recommended to consult their professional advisers. The latest time for acceptance of and payment of the Rights Shares is 4:00 p.m. on Wednesday, 15 June 2011. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.
閣下如欲接納全部供股股份之暫定配額，須將本表格隨同上文所稱示將由本公司之股份過戶登記處收取之港元全數股款，最遲於二零一一年六月十五日(星期三)下午四時正交回本公司之股份過戶登記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。所有股款須以港元繳付，並須以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「WILLIE INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。有關詳情及有關配額之指示請參閱本文件。所有股款均不會獲退還。
All references to time and dates mentioned in this form refer to Hong Kong local times and dates.
本表格提及的所有時間和日期均指香港本地時間和日期。



Willie International Holdings Limited

威利國際控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock Code: 273)

31 May 2011

Dear Qualifying Shareholders,

INTRODUCTION

In accordance with the terms and subject to the conditions in the Prospectus dated 31 May 2011 of Willie International Holdings Limited (the "Company") accompanying this letter, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this provisional allotment letter ("Provisional Allotment Letter") on the basis of eight Rights Shares for every Share registered in your name in the register of members on Monday, 30 May 2011. Your holdings of the Shares as at that date 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 despatched to the Shareholders have the same meaning when used herein, unless otherwise specified herein or the context otherwise requires.

The Prospectus Documents have not been and will not be registered under any securities legislation of any jurisdictions other than Hong Kong. Accordingly, no action has been taken to permit the Rights Issue in any territory outside Hong Kong. No person receiving a copy of the Prospectus, the Provisional Allotment Letter or form of application for excess Rights Shares ("Excess Application Form") in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in the relevant jurisdictions such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself, before acquiring any rights to subscribe for the provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction.

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

RIGHTS SHARES

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

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange and compliance with stock admission requirements of HKSCC, the Rights Shares in their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this Provisional Allotment Letter intact with the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as shown in Box C, so as to be received by not later than 4:00 p.m. on Wednesday, 15 June 2011. All remittances must be in Hong Kong dollars. Cheques must be drawn on an account with, or cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "WILLIE INTERNATIONAL HOLDINGS LIMITED — PROVISIONAL ALLOTMENT ACCOUNT" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Company's share registrar at the above address.

It should be noted that, unless a Provisional Allotment Letter, together with the appropriate remittance shown in Box C, has been received as described above by not later than 4:00 p.m. on Wednesday, 15 June 2011, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights and entitlement 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.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you, 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 for the full amount payable on acceptance as shown in Box C with the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Wednesday, 15 June 2011. It should be noted that *ad valorem* 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. 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.

SPLITTING

If you wish to accept only part of your provisional allotment and/or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you under this Provisional Allotment Letter or transfer your rights to more than one person, this Provisional Allotment Letter must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Tuesday, 7 June 2011 at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, which will cancel the entire original Provisional Allotment Letter and issue new Provisional Allotment Letter(s) in the denominations required. No fee will be charged for splitting of the provisional allotment.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriters may terminate the arrangements set out in the Underwriting Agreement by notice in writing to the Company issued by the Lead Underwriter (on behalf of the Underwriters) at its sole discretion at any time prior to 4:00 p.m. on the Settlement Date if there occurs: (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or (b) any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date thereof) of a political, military, financial, economic or currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; and in the opinion of the Lead Underwriter (on behalf of the Underwriters), such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If, at or prior to 4:00 p.m. on the Settlement Date: (i) the Company commits any material breach of or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or (ii) the Underwriters shall receive notification pursuant to the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement, and the Lead Underwriter (on behalf of the Underwriters) shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or (iii) the Company shall, after certain matter or event referred to in the Underwriting Agreement has occurred or come to the Lead Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Lead Underwriter (on behalf of the Underwriters) may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company, the Underwriters shall also be entitled (but not bound) by notice in writing issued by the Lead Underwriter (on behalf of the Underwriters) to the Company to elect to treat such matter or event as releasing and discharging the Underwriters from their obligations under the Underwriting Agreement.

Upon giving of notice pursuant to the Underwriting Agreement, all obligations of the Underwriters under the Underwriting Agreement shall cease and determine and none of the parties to the Underwriting Agreement shall have any claim against the other parties in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriters such fees and expenses (but not the underwriting commission, sub-underwriting fees and related expenses) referred to in the Underwriting Agreement. If the Underwriters exercise such right, the Rights Issue will not proceed.

It should be also noted that the Shares have been dealt in on an ex-rights basis since Monday, 23 May 2011. Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 2 June 2011 to Friday, 10 June 2011 (both dates inclusive). If the Underwriting Agreement does not become unconditional or is terminated by the Underwriters, the Rights Issue will not proceed.

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

CHEQUES AND CASHIER ORDERS

All cheques and cashier orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of a Provisional Allotment Letter together with a cheque or cashier order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or cashier order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque and/or cashier order is dishonoured on first presentation, and, in that event, the relevant provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be sent by ordinary post by the Company's share registrar to the persons entitled thereto at their own risk on Wednesday, 22 June 2011.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying Excess Application Form 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, in accordance with the instructions set out in it with the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Wednesday, 15 June 2011. All remittances must be made by cheques or cashier orders in Hong Kong dollars. Cheques must be drawn on an account with, or cashier orders must be issued by, a licensed bank in Hong Kong. All such cheques or cashier orders must be made payable to "WILLIE INTERNATIONAL HOLDINGS LIMITED — EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only". No receipt will be given for such remittances.

The Board will allocate the excess Rights Shares at their discretion on a fair and equitable basis as set out in the Prospectus. The Company's share registrar will notify you of any allotment of excess Rights Shares made to you.

GENERAL

Lodgment 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 it has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the relevant share certificates. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including refund cheques (if any), will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

This Provisional Allotment Letter and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

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

Yours faithfully,
By Order of the Board
Willie International Holdings Limited
Dr. Chuang Yueheng, Henry
Chairman

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

Form B

表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬轉讓其/彼等全部供股股份認購權之合資格股東填寫及簽署)

To: **The Directors**
Willie International Holdings Limited

致: 威利國際控股有限公司
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/吾等之供股股份之認購權悉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) (all joint Shareholders must sign)
簽署(所有聯名股東均須簽署)

Date: 2011 日期: 二零一一年 月 日

Ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
有關轉讓 閣下認購供股股份之權利須繳付從價印花稅。

REGISTRATION APPLICATION FORM

登記申請表格

Form C

表格丙

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has/ have been transferred)
(僅供已獲轉讓可認購供股股份之權利之人士填寫及簽署)

To: **The Directors**
Willie International Holdings Limited

致: 威利國際控股有限公司
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 embodied in this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者:
本人/吾等謹請 閣下將表格甲內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供股章程所載條款, 以及在 貴公司之組織章程大綱及細則規限下, 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」號	
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To be completed in BLOCK letters in ENGLISH in ink. Joint applicants should give the address of the first-named applicant only.
請用原子筆或墨水筆並以英文正楷填寫。聯名申請人只須填報排名首位之申請人之地址。
For Chinese applicant(s), please provide your name(s) in both English and Chinese.
中國籍申請人請同時填寫中英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if required) 申請人續姓名及/或聯名申請人姓名(如有需要)			
Address in English (Joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人只須填報排名首位之申請人之地址)			
Occupation 職業		Telephone number 電話號碼	
Dividend Instructions 股息指示		Bank account number 銀行賬戶號碼	
Name and address of bank 銀行名稱及地址		BANK 銀行	BRANCH 分行
		ACCOUNT 賬戶	
	Account type 賬戶類別	For office use only 公司專用	

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: 2011 日期: 二零一一年 月 日

Ad valorem stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.
有關接納 閣下認購供股股份之權利須繳付從價印花稅。

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 THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之權利, 每項買賣均須繳付從價印花稅。除以出售形式外, 饋贈或轉讓實益擁有之權益亦須繳付從價印花稅。在以本文件登記轉讓供股股份權益之前, 須出示已繳付從價印花稅之證明。