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	
IDOPTANT	

Registered office: 32/F, China United Centre 28 Marble Road North Point

Hong Kong

計冊辦事成

編集列、現代技術や電流で、
wawaked as applicable) or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed. Any Shareholders or other one dealing in the nil-paid Rights Shares during the period from Friday, 7 December 2012 to Friday, 14 December 2012 (both dates inclusive) who are in any doubt about their positions are

IMPORTANT 重要提示

IIS 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, 19 DECEMBER 2012. 此乃有價值及可轉識之暫定能顧測到書,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二零一二年十二月十九日(星期三)下午四時正結束。

「F 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.
IN 当期本者免疫性採抑的活動性行程関策或如 順下已出售,順下已出售,順下已出售,随下公司不会或者的操作技术的关系。

Ferms defined in the prospectus issued by the Company dated 5 December 2012 (the "Prospectus") in relation to the rights issue shall bear the same meanings when used herein unless the context otherwise requires 徐文襄另有所指外,本文件所用詞彙與本公司就供應所刊發日期為二零一二年十二月五日之章程(供股章程)所界定者具有相同論義。

183. 间供政章程及有關額外供股股份申請表格及供政章程附錄三[述呈公司註冊處文件]一段所列之文件,已遭照公司條例第38D條之規定向香港公司註冊處登記。香港公司註冊處提與香港證券及別貨事務監察委員會對任何此等文件之內容概不負貨。

Dealings 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.

**A-司道多子夏河西越南日香港海洋甲亚一块克村等系统世行交外。面 周下卷城等交投交货之中,即将政场等交货中能到 周下之框将风梯在排放之影響諮詢 周下之取灵纸起成其他持牌混券交易商,銀行短理、律師、專業會計師成其他專業顧問。

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 relaince upon the whole or any part of the contents of this form.

高定义身后那所保险司,哪个所以各种任何责任。

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.

Frocedures in entert nom inner to mine.
- 特職交所批准以未織股款及雖是股款形式之供股股份上市及買賣,並符合香港結算之經券收辦規定後,未織股款及缴是股款之供股股份將獲香港結算接納為合資格證券,自未缴股款及缴是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。職父所參與者之間於任何之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應照不時生效之(中央結算系統一股規則)及(中央結算系統運作程序規則)進行。



Willie International Holdings Limited

WILLIE INTERNATIONAL 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)

Share registrar and transfer office:

合和中心17樓 1712-1716號舖

Computershare Hong Kong Investor Services Limited Shops 1712-1716 17th Floor Hopewell Centre 183 Queen's Road East Wanchai Hong Kong 股份計冊及過戶登記處 香港中央證券登記有限公司 香港 灣仔 皇后大道東183號

RIGHTS ISSUE OF 41,820,601 RIGHTS SHARES ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$1.05 PER RIGHTS SHARE BY THE QUALIFYING SHAREHOLDERS PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 19 DECEMBER 2012

按合資格股東於記錄日期每持有兩股股份 供一股供股股份之基準, 以每股供股股份1.05港元之認購價 進 行 涉 及 41,820,601 股 供 股 股 份 之 供 股 , 供股股款須於接納時繳足, 即不遲於二零一二年十二月十九日(星期三)下午四時正

PROVISIONAL ALLOTMENT LETTER

暫 定 配 額 诵 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 Tuesday, 4 December 2012 於二零一二年十二月四日 (星期二) 登記於 関下名下之股份總數
	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, 19 December 2012 耐定感学 周下之限股份教目、殷欽須不應於二零一二年十二月十九日(展期三)下午四時 正前接執時機足
	BOX B 乙欄	
		Total subscription monies payable 應鐵能購股款總額
	BOX C 丙欄	HK\$ 電元
Contact Telephone Number: 聯络電話號碼:		
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 Accept (a) in the reasonable opinion of the Underwritier, the success of the Rightles 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 as a whole; or any object, and one of after the date of the Underwriting Agrees foregoing) or in the nature of any local, national or international event or change, whether or not foreign part of a sairce of events or changes occurring or continuing before, and/or after the date of the Underwriting Agrees foregoing) or in the nature of any local, national or international outbreak or escalation of healthflills or a made conflict, or affecting local securities market which may, in the reasonable opinion of the Underwriter market adverse containing in the business or in the financial or trading position or prospects of the Group as a whole; or (i) any as the original or the course of the course of the Underwriter market adverse containing the business or in the financial or trading position or trading position or trading position or trading position or the underwriter material adverse containing the date of the course of the Underwriter and t	e Underwri ment, of a naterially ar the busine therwise; o osition of e	ter materially and adversely affect the business or the financial or trading position or prospects of the Group political, financial, economic, currency market or other nature (whether or not ejusdem generis with any of the did deversely affect the business or the financial or trading position or prospects of the Group as a whole; or seas or the financial or trading position or prospects of the Group as a whole; or or conomic sanctions, on Hone Kone, the PRC or other intradiction relevant to the Group or any member of the
the Rights Issue: (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 success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it: (a) the Company commits any material brasch of or omits to observe any of the material obligations or material undertakings expressed to be assumed by it under the Underwriting Agreement; (a) if, at or prior to the Latest Time for Termination: (b) any material brasch of or omits a constraint 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 Agree incorrect in any material respect comes to the knowledge of the Underwriter, the Underwriting Agreement and provide the shall be entitled by notice in writing to the Company prior to the Latest Time for Termination to elect to rescind the Underwriting Agreement. Upon the giving of such notice, all obligations of the Underwriting Agreement and agreement and determine (save for any anticedent breaches thereof) and no party to the Underwriting Agreement Underwriting Agreement. The Underwriting Agreement is the Underwriting Agreement and the Underwriting A		
(a) 包括新台灣起急性行列等书符供及之政治所構成整大不科學書: (i) 医各作同性活走。或作用表地或主任(資料)主题的主要的。或於生其他無任何性質之事件,而也額而合理採為可能對本集單之整體業界或計構或經營狀況或證果構成重大不利影響;或 (ii) 安生真放金、材料。選擇、貨幣市場或於他性質之任何本地、資家店國際專作用變數(內無三角成地也部區國際及)或發於生或持續之一國申專作或變數之一一部分)。或本地、資家或國際兩樣發任何複對行為或武裝養突或有關事態升級,或影 (ii) 本集型之營體醫業成就將或與對此我任何基大不學數。或 (iv) 安生任何天灾、提等、基數、公營職基、內基、火災、火災、火災、火災、大學、特定、完予任益、重定或等工。而也額而合理採為對本集重之團體業房或的都或經營狀況或前景構成重大不利影響;或 (v) 由於公司與科技之全體的政政格使因而企業工业、資務企業的發展的於企業的交易之一般實實。这	響本地證券市	市場。而包誦向合理認為可能對本集團之既體業務或試得或經營稅決或前景構成重大不利影響。或
(m) 任何第三方數的本書展任何成分回找出來本書經刊而且或可能量大工任何就在會達。這) 不过出任何是大連國 他然已行時的故意 唯有主要地位宣称来源于,但是是實施者也不可以表现。 (c) 但是現計學物理者主手與任何的主要性。 (d) 但是現計學物理者主于與任何新聞來來業業等別提出以及時期不可以的工作規則不可以的工作規則不可以的工作。 (d) 是是現代的工作工作,但有一個主要性,但可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以可以	鈎之制度出现 5不接納其暫	理整動,而他指向合理認為導致進行供股成為不宜或不智之學; 定整發之供股股份;

得重重版:這 特許化專業,而被答案中述專情於也能發達日期發生或出現,將導致也能強逼所電子公司作出之任何經證計任何重大力度成為失實或證据,我促出上述事件,也稱為有權計是後先時限期尚本公司役出書面提知,撰算應除也認能進。 何因光期提及希接分,而也解認過工打的名方是不得就因也解認滿有產生或用它能與滿層工任何來或專責任何共產也對方作出產業。報告經濟性行程模構等,例何發展不會差行。 mn Frietur 7 December 2012 E Orfedux 14 December 2012 E Orfedux 15 December 2012 E Orfedux 16 December

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HARES IN FULL YOU MUST LODGE THIS FORM INTACT WITH THE COMPANY'S SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEENS ROAD EAST, WANCHAI, HONG KONG, DOLLARS AND MUST BE PORT HE FULL AMKOUNT SHOWN IN DOX C ABOVE SO AS TO BE RECEIVED BY THE COMPANY'S SHARE REGISTRAR NOT LATER THAN 40.0PM, AND PM. ON WEDNESDAY, 19 DECEMBER 2012, ALL REMITTANCES MUST BE MADE IN HONG KONG ALL LECKNOON FOR A DECEMBER 2012. ALL REMITTANCES HOUSE SHARE IN HONG KONG ALL SUCCIO HEADERS OF CASHER ORDERS MUST BE MADE PAYABE OF WILLIES HEADER AND SHARE OF WILLIES HEADER OF WILLIES HEADER AND SHARE OF WILLIES HEADER OF WILLIES HEADER



Willie International Holdings Limited

威利國際控股有限公司

(Incorporated in Hong Kong with limited liability) (Stock Code: 273)

Dear Qualifying Shareholders

5 December 2012

INTRODUCTION

In accordance with the terms and subject to the conditions in the Prospectus dated 5 December 2012 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 one Rights Share for every two Shares registered in your name in the register of members on Tuesday, 4 December 2012. Your holding 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.

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 ofter or invitation to apply for the Rights Shares or excess Rights Shares, unless in the relevant jurisdictions such an ofter or invitation could lawfully be made without compliance with any registration other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy itself/himself/herself, 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 rights to refuse to accept any application for the Rights Shares where it believes that doing so would violate the application of the Rights Shares where it believes that doing so would violate the application.

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 adetermined 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, 19 December 2012. 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, 19 December 2012, whether by the original allottee or any person in whose favour the rights 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

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 Ouero's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. Wednesday, 19 December 2012. 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.

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, 11 December 2012 at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops 17t2-16, 17th Floor, Hoppewell Centre, Boad 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 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 4:00 p.m. on the third Business Day after the Acceptance Date, if:

- in the reasonable opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 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 or 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

 - otherwise; or 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 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
- 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, 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;
- 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;
- 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;
- 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,

the Underwriter shall be entitled by notice in writing to the Company prior to the Latest Time for Termination to elect to rescind 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.

It should be also noted that the Shares have been dealt in on an ex-rights basis since Wednesday, 28 November 2012. Dealings in the Rights Shares in the nil-paid form will take place from Friday, 7 December 2012 to Friday, 14 December 2012 (both dates inclusive). If the Underwriting Agreement dose not become unconditional or is terminated by the Underwriter, 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 Underwriter's right of termination of the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Friday, 7 December 2012 to Friday, 14 December 2012 (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 Friday, 7 December 2012 to Friday, 14 December 2012 (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, 19 December 2012. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.

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 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 Friday, 28 December 2012.

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, 1716 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, 19 December 2012. 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 insued 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

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 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchail, 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.

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)

The Directors

Willie International Holdings Limited

威利國際控股有限公司

列位董事 台照

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.

Date:

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。

....2012

Signature(s) (all joint Shareholders must sign) 簽署(所有聯名股東均須簽署)

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税。

REGISTRATION APPLICATION FORM

Form C 表格丙

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 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

威利國際控股有限公司 致: 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.

敬敢者: 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 貴公司之組織大綱及章程細則規限下,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

..... 月

日期:二零一二年.....

	To be completed in BLOCK letters in ENGLISH in 請用原子筆或墨水筆並以 英文 For Chinese applicant(s), pl	正楷填寫。聯名申請人只 lease provide your name	須填報排名首位之申請。 (s) in both English and	人之地址。		licant o	only.					
Name in English 英文姓名	中國籍申請人請同時填寫中英文姓名。 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	北指示		Bank a	account	number	銀行則	戶號	馬		
				BANK BRANCH ACCOUNT 銀行 分行 賬戶								
Name and address of bank 銀行名稱及地址												
		Account type 賬戶類別			For office use only 公司專用							
	2	3			4							
	Signature(s) of a 申請	pplicant(s) (all joint ap 人簽署(所有聯名申請人均	plicant(s) must sign) 月須簽署)									
)ate:	2012			日期	: 二零一二:	丰			月 .			

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税。

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.

如輔讓可認職供股股份之權利,每項買賣均須缴付從價的花稅。除以出售形式外,健贈或輔讓實益擁有之權益亦須缴付從價的花稅。在以本文件登記輔讓供股股份權益之前,須出示已缴付從價的花稅之證明。