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Provisional Allotment Letter No. \_\_\_\_\_  
暫定配額通知書號碼

IMPORTANT  
重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON THURSDAY, 24 JULY 2008.  
本暫定配額通知書為極其重要文件，請予轉讀。閣下並須即時處理。本通知書及隨附額外供股股份申請表格所載之認購邀請於二零零八年七月二十四日星期四下午四時正截止。  
IF YOU ARE IN ANY DOUBT 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.  
閣下如對本文件或應採取之行動有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this document, 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 document.  
香港聯合交易所有限公司及香港中央結算有限公司對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並表明概不會就因本文件全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。  
除文內另有指明外，馬斯葛集團有限公司（「本公司」）於二零零八年七月十日刊發之供股章程（「供股章程」）所界定詞語在本通知書內具有相同涵義。

Dealings in Shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") and you should consult a 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.  
本公司股份之買賣可透過由香港中央結算有限公司（「香港結算」）營運之中央結算及交收系統（「中央結算系統」）進行交收。閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關該等交收安排之詳情，以及有關安排對閣下之權利及權益構成之影響。

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 and subject to compliance with the stock admission requirements of HKSCC, the Rights Shares (in both their nil-paid and fully-paid forms) will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in Rights Shares (in both their nil-paid and fully-paid forms) on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants on 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.

For details of 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 as required by Section 342C of the Companies Ordinance. A copy of this Provisional Allotment Letter, together with copies of the Rights Issue Prospectus of the Company dated 10 July 2008 and the form of application for excess Rights Shares will as soon as reasonably practicable be filed with the Registrar of Companies in Bermuda. The Registrar of Companies in Hong Kong, the Registrar of Companies in Bermuda and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書（「暫定配額通知書」）之副本連同本公司於二零零八年七月十日刊發之供股章程、額外供股股份申請表格（「額外申請表格」）之副本及隨附供股章程附錄三「送呈香港公司註冊處之文件」一段所列之文件，已根據公司條例第 342C 條之規定送呈香港公司註冊處登記。本暫定配額通知書之副本連同日期為二零零八年七月十日之本公司供股章程及額外供股股份申請表格之副本將在切實可行情況下儘快於百慕達公司註冊處存檔。香港公司註冊處、香港公司註冊處及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this Provisional Allotment Letter, you should lodge this Provisional Allotment Letter in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Company's branch registrar in Hong Kong, TriCor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Thursday, 24 July 2008. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Mascothe Holdings Limited - Provisional Allotment Account" and crossed "Account Payee Only".  
閣下擬行使閣下之權利認購本暫定配額通知書指定之所有供股股份，閣下必須盡速於二零零八年七月二十四日星期四下午四時正前將該本暫定配額通知書連同須於接納時繳付之全部股款送交本公司之香港股份過戶登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東 28 號金鐘匯中心 26 樓。所有股款必須以港元支票或銀行本票繳付，支票須由香港銀行賬戶開出，而本票則須由香港銀行開立，以（只准入抬頭人賬戶）方式劃撥開出，並註明抬頭人為「Mascothe Holdings Limited - Provisional Allotment Account」。



MASCOTTE HOLDINGS LIMITED

馬斯葛集團有限公司\*

(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)

(Stock Code: 136)  
(股份代號：136)

RIGHTS ISSUE OF  
953,080,050 RIGHTS SHARES OF  
HK\$0.10 EACH AT HK\$0.15 PER RIGHTS SHARE  
ON THE BASIS OF  
ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES  
HELD ON RECORD DATE BY QUALIFYING SHAREHOLDERS  
PAYABLE IN FULL ON APPLICATION

根據合資格股東於記錄日期  
每持有兩股現有股份可獲發一股供股股份之基準  
按每股供股股份 0.15 港元之價格進行供股，  
涉及 953,080,050 股每股面值 0.10 港元之供股股份  
供股款須於申請時繳足

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Branch registrar in Hong Kong:

香港股份過戶登記分處：  
TriCor Secretaries Limited  
26th Floor, Tesbury Centre,  
28 Queen's Road East,  
Wanchai, Hong Kong  
卓佳秘書商務有限公司  
香港灣仔  
皇后大道東 28 號  
金鐘匯中心 26 樓

Head office and principal place of business:

總辦事處及主要營業地點：  
1st Floor  
Po Chai Industrial Building  
28 Wong Chuk Hang Road  
Aberdeen  
Hong Kong  
香港香港仔  
寶竹坑道 28 號  
保濟工業大廈 1 樓

Registered office:

註冊辦事處：  
Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

10 July 2008  
二零零八年七月十日

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

合資格股東姓名及地址

Blank area for Qualifying Shareholder(s) name and address.

Total number of existing Shares registered in your name(s) on 9 July 2008  
於二零零八年七月九日以閣下名義登記之現有股份總數

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 Thursday, 24 July 2008  
暫定配發予閣下之供股股份數目，惟須於二零零八年七月二十四日星期四下午四時正前接納時繳足股款方可作實

Box B  
乙欄

Total subscription money payable  
應繳認購款項總額

Box C  
丙欄  
HKS  
港元

The Shares have been traded on an ex-rights basis from Monday, 30 June 2008 and dealing in the Rights Shares in nil-paid form is expected to take place from Monday, 14 July 2008 to Monday, 21 July 2008 (both days inclusive), when the conditions to which the Rights Issue subject to are yet to be fulfilled. Any person dealing in the Shares or the Rights Shares in their nil-paid form or until the date on which all conditions to which the Rights Issue subject to are fulfilled shall accordingly bear the risk that the Rights Issue may not become unconditional. If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriting Agreement on the terms thereof, the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/her position is recommended to consult his/her professional adviser.

- In particular, the Directors would like to draw your attention to the fact that the Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:  
(i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or  
(ii) 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, 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 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  
(iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out;  
and in the reasonable opinion of the Underwriter, 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.

- II, 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 Underwriting Agreement is terminated by the Underwriter before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination and neither the Company nor the Underwriter shall have any claim against the other (save for certain fees and expenses referred to therein) and the Rights Issue will not proceed. More details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.  
(iii) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the 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 Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

The Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.  
If the Underwriting Agreement is terminated by the Underwriter before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination and neither the Company nor the Underwriter shall have any claim against the other (save for certain fees and expenses referred to therein) and the Rights Issue will not proceed. More details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.

股份已自二零零八年六月三十日星期一起除權基準買賣，而未繳股款之供股股份預期於二零零八年七月十四日星期一至二零零八年七月二十一日期間買賣，惟供股須符合之條件仍待達成。任何買賣股份或未繳股款供股股份或於達成符合供股所有條件之日期前買賣供股股份之人士須承擔供股未必成為無條件之風險。倘供股之條件並無達成或包銷商被包銷協議所載條款終止或包銷協議、則供股不會進行。任何買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。

- 董事謹請閣下注意出現上述情況，包銷商應於結算日期下午四時正前將書面通知本公司終止包銷協議所載之安排：  
(i) 適格任何新法例或法規或修改現有法例或法規（或其司法詮釋）；或  
(ii) 任何當地、全國或國際政治、軍事、金融、經濟或貨幣事件或轉變（包括港元與美元之聯繫匯率制度改變）或其他性質（不論是否任何上述性質相同）之事件或轉變（不論是否屬於包銷協議日期及/或後出現或持續之一連串事件或轉變），或任何當地、全國或國際對事件或軍事衝突突發或升級影響當地證券市場之事件或轉變；或  
(iii) 任何天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、疫疾、恐怖襲擊、罷工或停工；  
而包銷商合理認為上述事項會對其業務營運、財務或經營狀況或前景或供股之順利進行有重大不利影響，或使供股不宜或不應進行。  
(i) 倘於結算日期下午四時正之前，  
(ii) 本公司與包銷商或包銷商之關係所載之任何義務、承諾、聲明或保證，而對本公司業務、財務或經營狀況或前景構成重大不利影響；或  
(iii) 本公司應與包銷商或包銷商之關係所載之任何義務、承諾、聲明或保證，而對本公司業務、財務或經營狀況或前景構成重大不利影響，或使供股不宜或不應進行。  
(i) 倘包銷商與包銷商之關係所載之任何義務、承諾、聲明或保證，而對本公司業務、財務或經營狀況或前景構成重大不利影響，或使供股不宜或不應進行。  
(ii) 倘包銷商與包銷商之關係所載之任何義務、承諾、聲明或保證，而對本公司業務、財務或經營狀況或前景構成重大不利影響，或使供股不宜或不應進行。  
(iii) 倘包銷商與包銷商之關係所載之任何義務、承諾、聲明或保證，而對本公司業務、財務或經營狀況或前景構成重大不利影響，或使供股不宜或不應進行。  
則包銷商有權（不受此限）向本公司發出書面通知，選擇將該事件或事件解除及撤銷包銷商於包銷協議下之責任。  
如包銷商於結算日期下午四時正之前被包銷商終止或未成為無條件，包銷協議將立即終止（而有關終止之任何可能根據包銷協議產生之任何權利及責任除外），且本公司或包銷商將不得向另一方提出任何索償（包銷協議所述之若干費用及開支除外），而供股將不會進行。  
終止包銷協議條款之更多詳情載於供股章程內。

\* For identification purpose only  
\* 僅供識別

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。



# MASCOTTE HOLDINGS LIMITED

馬斯葛集團有限公司\*

(Incorporated in Bermuda with limited liability)

(Stock Code: 136)

10 July 2008

Dear Shareholders,

In accordance with the terms set out in the prospectus dated 10 July 2008 (the "Prospectus") despatched to shareholders of Mascotte Holdings Limited (the "Company"), a copy of which is enclosed, the directors of the Company have provisionally allotted to you a number of rights shares (the "Rights Shares") on the basis of one Rights Share for every two existing shares of HK\$0.10 each in the capital of the Company (the "Shares") held and registered in your name(s) as at 9 July 2008. Your holding of Shares as at 9 July 2008 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context requires otherwise.

No provisional allotment of Rights Shares has been made to the Non-Qualifying Shareholders and no provisional allotment letter ("Provisional Allotment Letter") or form of application for excess Rights Shares ("Excess Application Form") is being sent to them. The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only. The Company will make arrangements to sell the provisional allotment of Rights Shares which would otherwise have been allotted to the Non-Qualifying Shareholders as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds from the sale of Non-Qualifying Shareholders' nil-paid Rights Shares, net of expenses, of more than HK\$100 will be paid to the Non-Qualifying Shareholders in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for its own benefit. Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess application by Shareholders, other than the Non-Qualifying Shareholders, using the accompanying Excess Application Form.

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

## PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this Provisional Allotment Letter intact with the Company's branch registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on Thursday, 24 July 2008. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Mascotte Holdings Limited - Provisional Allotment Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this Provisional Allotment Letter and the Prospectus and subject to the Memorandum of Association and Bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Company's branch share registrar in Hong Kong at the above address.

It should be noted that unless this Provisional Allotment Letter, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Thursday, 24 July 2008 whether from the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a Provisional Allotment Letter as valid and binding on the person(s) by whom and on whose behalf is lodged even if the Provisional Allotment Letter is not completed in accordance with the relevant instructions.

## EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying Excess Application Form as indicated therein and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Company's branch registrar in Hong Kong, Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Thursday, 24 July 2008. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Mascotte Holdings Limited - Excess Application Account" and crossed "Account Payee Only".

## TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer 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 with the Company's branch registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Thursday, 24 July 2008. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares and the acceptance by the transferee(s) of such rights.

## SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the entire Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:00 p.m. on Wednesday, 16 July 2008 with the Company's branch registrar in Hong Kong, Tricor Secretaries Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required. No fee will be charged for splitting the provisional allotment.

## TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Shares have been dealt in on an ex-rights basis from Monday, 30 June 2008. Dealings in the Rights Shares in their nil-paid form will take place from Monday, 14 July 2008 to Monday, 21 July 2008 (both days inclusive). Such dealings will take place during a period when all the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be Monday, 28 July 2008), at Rights Shares in their nil-paid form from Monday, 14 July 2008 to Monday, 21 July 2008 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/her position is recommended to consult his/her professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) 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, 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
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out;

and in the reasonable opinion of the Underwriter, 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 Underwriter shall receive notification pursuant to the relevant clauses of 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 relevant clauses of the Underwriting Agreement, and the Underwriter 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 any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the 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 Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company;

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

If the Underwriting Agreement is terminated by the Underwriter before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and neither the Company nor the Underwriter shall have any claim against the other (save for certain fees and expenses referred to therein) and the Rights Issue will not proceed. More details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.

## CHEQUES OR CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's orders lodged with this Provisional Allotment Letter is not honoured upon first presentation, this Provisional Allotment Letter is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

## SHARE CERTIFICATES AND REFUND

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Company's branch share registrar in Hong Kong by ordinary post at your own risk on Friday, 1 August 2008. You will receive one share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate its obligations under the Underwriting Agreement at any time before 4:00 p.m. on the Settlement Date, and/or if the conditions of the Rights Issue (summarised in the section headed "Conditions of the Rights Issue" in the Prospectus) are not fulfilled or waived by 28 July 2008, the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form shall have been validly transferred or, in the case of joint acceptances, to the first-named person without interest, by means of cheques despatched in the ordinary post at the risk of such Qualifying Shareholders or such other persons on or before Friday, 1 August 2008.

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

This Provisional Allotment Letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

No action (including registrations or filing under any applicable legislations of any jurisdiction other than Hong Kong and Bermuda) has been taken to permit the offering of the Rights Shares or the distributions of the Prospectus, this Provisional Allotment Letter and the Excess Application Form in any jurisdiction other than Hong Kong.

No person receiving the Prospectus, the Provisional Allotment Letter or the accompanying Excess Application Form in any territory outside Hong Kong may treat it as an offer or invitation to apply for Rights Shares, unless in the relevant territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself 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 and duties required to be paid in such territory in connection therewith. No application for Rights Shares will be accepted from any person whose address is outside Hong Kong unless the Company is satisfied in its absolute discretion that such acceptance would not involve a breach of any applicable laws or regulatory requirements of any need for compliance with any registration or other legal or regulatory requirements. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that such acceptance would violate the applicable securities or other laws or regulations of any territory outside Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,  
By order of the Board of  
Mascotte Holdings Limited  
馬斯葛集團有限公司  
Chung, Wilson

Deputy Chairman and Managing Director

\* For identification purpose only



# MASCOTTE HOLDINGS LIMITED

## 馬斯葛集團有限公司\*

(於百慕達註冊成立之有限公司)  
(股份代號: 136)

敬啟者:

根據已隨附本通知書於二零零八年七月十日一併寄發予馬斯葛集團有限公司(「本公司」)股東之供股章程(「供股章程」)所載條款,本公司董事已向閣下暫定配發若干數目之供股股份(「供股股份」),基準為在二零零八年七月九日以閣下名義登記持有本公司股本中每股面值0.10港元之現有股份(「股份」),可獲配發一股供股股份。閣下於二零零八年七月九日持有之股份數目載於甲欄,而閣下獲暫定配發之供股股份數目載於乙欄。除文義另有所指外,供股章程所界定之詞語在本通知書內具有相同涵義。

非合資格股東並未獲暫定配發供股股份,且不會獲寄暫定配額通知書(「暫定配額通知書」)或額外供股股份申請表格(「額外申請表格」)。非合資格股東僅會獲發供股章程作參考之用。倘扣除開支後能取得溢價,本公司將會作出安排,致使非合資格股東原應獲配發之供股股份之暫定配額可於未繳股款供股股份開始買賣後,在實際可行情況下儘快出售。凡出售非合資格股東未繳股款供股股份之所得款項於扣除開支後如為100港元以上,將會以港元支付予非合資格股東。倘所得之收益為100港元或以下,將會歸本公司所有。原應暫定配發予非合資格股東且尚未出售之供股股份及已暫定配發但未獲接納之供股股份將可供股東(非合資格股東除外)使用隨附之額外申請表格額外申請。

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

### 接納配額手續

閣下如全數接納暫定配額,須於二零零八年七月二十四日星期四下午四時正前,將本暫定配額通知書整份連同丙欄所載須於接納時繳足之股款,送交本公司之香港股份過戶登記分處卓佳秘書商務有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港元支票或銀行本票繳付,支票須由香港銀行賬戶開出,而本票則須由香港銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「Mascotte Holdings Limited - Provisional Allotment Account」。有關付款將表示根據本暫定配額通知書及供股章程之條款,並在本公司之組織章程大綱及細則之規限下接納供股股份暫定配額。本公司概不會就股款另發收據。所有有關暫定配額通知書之查詢應向本公司香港股份過戶登記分處(地址如上)作出。

務請注意,除非如上文所述於二零零八年七月二十四日星期四下午四時正前接獲原承配人或有效承讓有關權利之人士交回本暫定配額通知書連同丙欄所示之適當款項,否則本暫定配額及一切有關權利將被視為已遭拒絕而將予取消。本公司毋須但可全權酌情視任何暫定配額通知書為有效,並對以本人名義或由代表遞交之人士具有約束力,儘管該暫定配額通知書並未根據有關指示填妥。

### 額外供股股份

如閣下為合資格股東,並欲申請所獲暫定配額以外之供股股份,必須依照隨附之額外申請表格印列之指示將其填妥及簽署,連同須於申請時就所申請額外供股股份另行支付之有關款項,於二零零八年七月二十四日星期四下午四時正前送達本公司之香港股份過戶登記分處卓佳秘書商務有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港元支票或銀行本票繳付。支票須由香港銀行賬戶開出,而本票則須由香港銀行開立,以「只准入抬頭人賬戶」方式劃線開出,並註明抬頭人為「Mascotte Holdings Limited - Excess Application Account」。

### 轉讓

閣下如欲轉讓本通知書所述可認購閣下獲暫定配發之供股股份之全部權利,必須將轉讓及提名表格(表格乙)填妥及簽署,並將本暫定配額通知書連同有關權利之承讓人或經手轉讓之人士。承讓人須將登記申請表格(表格丙)填妥及簽署,於二零零八年七月二十四日星期四下午四時正前將本暫定配額通知書連同丙欄所載須於接納時繳足之款項送達本公司之香港股份過戶登記分處卓佳秘書商務有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓。務請注意,轉讓閣下可認購有關供股股份之權利及承讓人接納該等權利須繳付香港印花稅。

### 分拆

閣下如僅擬接納部分暫定配額,有意轉讓本通知書所述可認購閣下獲暫定配發之供股股份之部分權利,或將有關權利轉讓予多於一名人士,則整份暫定配額通知書必須於二零零八年七月十六日星期三下午四時正前交還予本公司之香港過戶登記分處卓佳秘書商務有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)以供註銷,而過戶登記分處將註銷原來之暫定配額通知書,並按所需金額發出新暫定配額通知書。分拆暫定配額毋須支付費用。

### 終止包銷協議

務請注意,股份已由二零零八年六月三十日星期一起以除權方式進行買賣。未繳股款供股股份將由二零零八年七月十四日星期一至二零零八年七月二十一日星期一(首尾兩天包括在內)期間買賣。該等買賣將於供股須達成之所有條件尚未達成期間內進行。任何擬由即日起直至所有供股條件達成當日(預期為二零零八年七月二十八日星期一)期間內買賣股份之股東或其他人士或擬於二零零八年七月十四日星期一至二零零八年七月二十一日星期一(首尾兩天包括在內)期間買賣未繳股款供股股份之股東或其他人士,須因而承擔供股可能無法成為無條件及不一定進行之風險。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問,應諮詢其專業顧問。

董事謹請閣下尤其注意倘出現下述情況,包銷商有權於結算日期下午四時正前隨時書面通知本公司終止包銷協議所載之安排:

- (i) 頒佈任何新法例或法規或修改現行法例或法規(或其司法解釋);或
  - (ii) 任何當地、全國或國際政治、軍事、金融、經濟或貨幣事件或轉變(包括港元與美元之聯繫匯率制度改變)或其他性質(不論是否與任何上述性質相同)之事件或轉變(不論是否屬於包銷協議日期前及/或後出現或持續之一連串事件或轉變),或任何當地、全國或國際敵對事件或軍事衝突爆發或升級或影響當地證券市場之事件或轉變;或
  - (iii) 任何天災、戰爭、動亂、公眾騷亂、民眾暴亂、火災、水災、爆炸、疫疾、恐怖襲擊、罷工或停工;而包銷商合理地認為上述轉變會對本集團整體業務、財務或經營狀況或前景或供股之順利進行有重大不利影響,或使供股不宜或不應進行。
- 倘於結算日期下午四時正之前:
- (i) 本公司嚴重違反或並無遵守包銷協議所列明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) 包銷商將根據包銷協議之有關條款獲知會,或包銷商得悉包銷協議之有關條款所載之任何聲明或保證於作出或按包銷協議規定轉職時失實或不準確,而包銷商合理地認為任何上述失實聲明或保證對本集團整體業務、財務或經營狀況或前景構成或大有可能構成重大不利轉變,或大有可能對供股產生重大不利影響;或
  - (iii) 當發生或包銷商獲悉包銷協議有關條款所載之任何事宜或事項後,本公司未能於寄發供股章程文件後盡早按包銷商合理要求之方式及(如適用)內容刊發公佈或通函,以防止本公司證券出現造市。

則包銷商有權(惟不受約束)向本公司發出書面通知,選擇視該事宜或事件為解除及撤除包銷商於包銷協議下之責任。

如包銷協議於結算日期下午四時正之前被包銷商終止或未能成為無條件,包銷協議將立即終止(而於有關終止之前任何可能根據包銷協議所產生之任何權利及責任除外),且本公司或包銷商將不得向另一方提出任何索償(包銷協議所述之若干費用及開支除外),而供股將不會進行。終止包銷協議條款之更多詳情載於供股章程內。

### 支票或銀行本票

所有支票及本票將於收到後隨即兌現,而有關股款所得之一切利息將會歸本公司所有。倘本暫定配額通知書所附任何支票或銀行本票於首次過戶時未能兌現,則本暫定配額通知書將不獲受理。在此情況下,暫定配額及其一切權利將視作已遭放棄而將予註銷。填妥及交回本暫定配額通知書,連同支付供股股份之支票或銀行本票,即表示認購人保證該支票或銀行本票將於首次過戶時兌現。

### 股票及退款

預期本公司之香港股份過戶登記分處將於二零零八年八月一日星期五以平郵方式將繳足股款供股股份之股票寄予閣下,郵誤風險概由閣下承擔。閣下將就所有獲發之供股股份收取一張股票。

倘包銷商於結算日期下午四時正前任何時間行使其終止權利終止根據包銷協議須履行之責任,及/或供股之條件(於供股章程「供股之條件」一節概述)於二零零八年七月二十八日前未能達成或不獲豁免,則本公司將於二零零八年八月一日星期五或之前以平郵方式向合資格股東或已獲有效轉讓未繳股款供股股份之其他人士(或倘屬聯名接納人,則為名列首位之人士)寄發支票,不計息向申請人退還所收取接納供股股份之股款,郵誤風險由該等合資格股東或該等其他人士承擔。

### 一般事項

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

本暫定配額通知書及對其所載要求之接納須受香港法律管轄並按其詮釋。

並無作出任何行動(包括根據香港及百慕達以外任何司法權區之適用法例登記或存檔)以使獲許於香港以外任何司法權區提呈供股股份,或分發供股章程、本暫定配額通知書及額外申請表格。

於香港以外任何地區接獲供股章程、暫定配額通知書或隨附之額外申請表格之人士,概不可將此視作為申請供股股份之要約或邀請,除非在有關地區作出有關要約或邀請乃屬合法,而毋須遵守任何註冊或其他法律或監管規定。香港以外地區人士如欲申請供股股份,應自行遵守所有相關地區之法律及規例,包括取得任何政府或其他同意,以及就此支付該地區應付之稅項及徵費。地址為香港以外地區之人士作出之供股股份申請,將不獲受理,除非本公司絕對酌情信納該項接納不會違反任何適用法例或監管規定或需要遵守有關任何註冊或其他法律或監管規定。倘本公司相信接納有關供股股份之申請將違反香港以外任何地區之適用證券或其他法律及規例,則本公司保留權利拒絕接納任何有關申請。

載有供股詳情之供股章程可於一般辦公時間於卓佳秘書商務有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)索取。

此致

列位股東 台照

承董事會命  
馬斯葛集團有限公司  
副主席兼董事總經理  
鍾紹洙  
謹啟

二零零八年七月十日

\* 僅供識別



IN THE EVENT OF A TRANSFER OF RIGHTS, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納從價印花稅。饋贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納從價印花稅。在本文件登記之前，須出示已繳納香港從價印花稅之證明。

### FORM OF TRANSFER AND NOMINATION

#### Form B 表格乙

#### 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/their right(s) to the Rights Shares comprised herein)  
(僅供擬全數轉讓其/彼等於本表格所涉及供股股份之權利之合資格股東填寫及簽署)

To: The Directors

**Mascotte Holdings Limited**

致：馬斯葛集團有限公司  
列位董事

Dear Sirs,

敬啟者：

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.

本人/吾等茲將本暫定配額通知書所列本人/吾等可認購供股股份之權利轉讓予接受此權利並簽署以下登記申請表格（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 日期：二零零八年 \_\_\_\_\_, 2008

**Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.**

附註：轉讓閣下可認購供股股份之權利須繳納香港印花稅。

### 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 been transferred)  
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors

**Mascotte Holdings Limited**

致：馬斯葛集團有限公司  
列位董事

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) and I/we agree to accept the same on the terms embodied in this Provisional Allotment Letter and the 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內乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及細則之限制下接納該等股份。

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

To be completed in block letters in **ENGLISH in ink**. Joint applicants should give one address only.  
請用原子筆或墨水筆以英文大楷填寫。聯名申請人只須填報一個地址。

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 姓名(續)及/或 聯名申請人姓名			
Address (joint applicants should give one address only) 地址(聯名申請人 只須填報一個地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼
	Account type 賬戶類別		For office use only 公司專用

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) (all joint applicants must sign) 簽署（所有聯名申請人均須簽署）

Date 日期：二零零八年 \_\_\_\_\_, 2008

**Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.**

附註：閣下接納可認購供股股份之權利須繳納香港印花稅。