

Provisional allotment letter number 暫定配額通知書編號

IMPORTANT 重要提示

TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF CAPITAL VC LIMITED (THE "COMPANY") DATED 4 JULY 2013 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES. THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. The offer contained in this document and the accompanying form of application for excess Rights Shares expires at 4:00 p.m. on Thursday, 18 July 2013.

If you are in any doubt about this document or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice. Dealings in the 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 your stockbroker or other 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.

A copy of this provisional allotment letter, together with a copy of the Prospectus and the other documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix IV to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of the documents referred to above.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC 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.

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in both 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 dates of commencement of dealings in the Rights Shares in both 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.

除文義另有所指外，首都創投有限公司(「本公司」)於二零一三年七月四日刊發之章程(「章程」)所界定之詞語均與本通知書所採用者具相同涵義。本文件具有價值及可轉讓，並須閣下立即處理。本文件及隨附之額外供股股份申請表格所載之建議於二零一三年七月十八日(星期四)下午四時正截止。

閣下如對本文件或應採取之行動有任何疑問應諮詢合適獨立顧問以獲取獨立專業意見。

買賣本公司股份可透過由香港中央結算有限公司(「香港結算」)所管理之中央結算及交收系統(「中央結算系統」)進行交收。閣下應就該等交收安排之詳情及有關安排對閣下之權利及權益可能造成之影響，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。

本暫定配額通知書之印本，連同章程之印本及本章程附錄四(「送呈公司註冊處處長之文件」)一段所述之其他文件印本，已遵照香港法例第32章公司條例第342C條之規定於香港公司註冊處處長登記。香港之公司註冊處處長及證券及期貨事務監察委員會對上述任何文件之內容概不負責。

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責，對其準確性或完備性亦不發表任何聲明，並明確表示概不就因本文件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。

倘未繳股款及繳足股款之供股股份獲准在聯交所上市及買賣以及符合香港結算之股份收納規定後，未繳股款及繳足股款之供股股份接納為合資格證券，由未繳股款及繳足股款之供股股份各自開始在聯交所進行買賣之有關日期或香港結算決定之其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日所進行之交易，均須於其後第二個交易日在中央結算系統進行交收。所有中央結算系統之活動均根據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Capital VC Limited 首都創投有限公司

(Incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong as CNI VC Limited)

(於開曼群島註冊成立之有限公司並以CNI VC Limited名稱在香港經營業務)

(Stock Code: 2324)

(股份代號: 2324)

RIGHTS ISSUE OF 50,464,341 RIGHTS SHARES AT THE SUBSCRIPTION PRICE OF HK\$0.65 PER RIGHTS SHARE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE BY QUALIFYING SHAREHOLDERS

按於記錄日期合資格股東所持 每兩股股份獲發一股供股股份之基準 以認購價每股0.65港元 進行50,464,341股供股股份之供股

Share registrar in Hong Kong: 香港股份登記處:

Tricor Tengis Limited 26th Floor, Tesbury Centre 28 Queen's Road East Wanchai Hong Kong

卓佳登捷時有限公司 香港灣仔皇后大道東28號金鐘匯中心26樓

Registered office: 註冊辦事處:

Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands

Head office and principal place of business in Hong Kong: 香港總辦事處兼主要營業地點:

Room 602, 6th Floor New World Tower 16-18 Queen's Road Central Hong Kong

香港皇后大道中16-18號新世界大廈6樓602室

4 July 2013 二零一三年七月四日

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

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

Contact telephone no. 聯絡電話:

Total number of Shares registered in your name(s) on Tuesday, 2 July 2013 於二零一三年七月二日(星期二)以閣下名義登記之股份總數

Box A 甲

Total 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, 18 July 2013 暫定配發予閣下之供股股份總數。股款須不遲於二零一三年七月十八日(星期四)下午四時正接納時繳足

Box B 乙

Total subscription monies payable 應繳認購款項總額

Box C 丙

HKS 港元

To accept this provisional allotment in full, you must lodge this document intact with the Company's share registrar in Hong Kong, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, together with a remittance in Hong Kong dollars for the amount shown in Box C so as to be received by no later than 4:00 p.m. on Thursday, 18 July 2013. 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 "Capital VC Limited - Provisional Allotment Account".

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 Settlement Date, if there occurs:

- i. an introduction of any new law or regulation or any change in existing law or regulation (of 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 hereof) 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
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. 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 Underwriting Agreement, 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 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 certain matter or event referred to in 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 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.

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 connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter such fees and expenses (but not the underwriting commission) referred to in the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

It should be noted that the existing Shares have been dealt in on an exemption basis as from Tuesday, 25 June 2013 and that the Rights Shares will be traded in their nil-paid form from Monday, 8 July 2013, to Monday, 15 July 2013, both dates inclusive. Such dealings will take place during the period when the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the existing Shares during the period up to the date on which all conditions to which the Rights Issue is subject are to be fulfilled, which is expected to be on or before 4:00 p.m. on Tuesday, 23 July 2013, and any Shareholder or other person dealing in the Rights Shares in their nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional and therefore may not proceed. Any Shareholder or other person contemplating dealing in the existing Shares or the Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

閣下如欲接納暫定配額，必須將本文件整份連同以上列內閣所載款項，不遲於二零一三年七月十八日(星期四)下午四時正送交本公司之香港股份登記處卓佳登捷時有限公司。地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出。註明抬頭人為「Capital VC Limited - Provisional Allotment Account」以及「只准入抬頭人賬戶」劃單方式開出。有關轉讓及分拆配額之指示載於背頁。所有繳款均不獲變動或退還。

- i. 倘發生下列情況，即包銷商將有權於交收日期下午四時正前，隨時將本公司發出書面通知，以終止包銷協議所載之安排：
ii. 屬任何新法例或法規，或現行法例或法規(或其司法詮釋)出現任何變動；或
iii. 任何地方、國家或國際事件之政治、軍事、金融、經濟或貨幣市場或其他性質(不論屬於本文件日期之前及/或之後發生或持續發生之連串事件或變動之部分與否)(包括港元與美元匯價掛鈎之聯匯制度變動)，或任何地方、國家或國際事件之政治、軍事、金融、經濟或貨幣市場或其他性質(不論屬於本文件日期之前及/或之後發生或持續發生之連串事件或變動之部分與否)；或
iv. 任何天災、戰爭、暴動、騷亂、公共秩序、內亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；
v. 任何有關、有關或對本集團之整體業務、財務或經營狀況或前景，或供股之成功構成重大不利影響，或使進行供股變得不可行或不明智。

倘包銷商合理認為，有關變動會對本集團之整體業務、財務或經營狀況或前景，或供股之成功構成重大不利影響，或使進行供股變得不可行或不明智，或倘包銷商合理認為，或倘以其他方式得知，包銷協議所載之任何聲明或保證於作出之時為失實或不準確，或倘按包銷協議作出申時將損失實或不準確，而包銷商合理認為任何該等失實聲明或保證意味著或很可能意味著本集團之整體業務、財務或經營狀況或前景出現重大不利變動，或倘包銷商合理認為，或倘以其他方式得知，包銷協議所載之若干事宜或事件(及按適當內容)發出任何公告或通函(於寄發章程文件後)，以防止本公司證券出現虛市情況；

iii. 倘於發售或包銷商得知發生包銷協議所載之若干事宜或事件(及按適當內容)發出任何公告或通函(於寄發章程文件後)，以防止本公司證券出現虛市情況；

包銷商將有權於交收日期下午四時正前，隨時將有關通知，以終止包銷協議所載之安排。倘包銷商合理認為，或倘以其他方式得知，包銷協議所載之若干事宜或事件(及按適當內容)發出任何公告或通函(於寄發章程文件後)，以防止本公司證券出現虛市情況；

倘包銷商合理認為，或倘以其他方式得知，包銷協議所載之若干事宜或事件(及按適當內容)發出任何公告或通函(於寄發章程文件後)，以防止本公司證券出現虛市情況；

倘包銷商合理認為，或倘以其他方式得知，包銷協議所載之若干事宜或事件(及按適當內容)發出任何公告或通函(於寄發章程文件後)，以防止本公司證券出現虛市情況；

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, 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 ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每項買賣均須繳付從價印花稅。除以出售形式外，餽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。

**Form B**

**FORM OF TRANSFER AND NOMINATION**

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 its/his/her/their rights to subscribe for the Rights Shares comprised herein)  
(只供有意全數轉讓其/彼/彼等可認購本表格所列供股股份權利之合資格股東填寫及簽署)

To: The Directors,  
**Capital VC Limited**

致：首都創投有限公司  
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/吾等可認購供股股份之權利全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) of Shareholder(s) (all joint Shareholders must sign)  
股東簽署（所有聯名股東均須簽署）

Date日期：\_\_\_\_\_ 2013

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。

**Form C**

**REGISTRATION APPLICATION FORM**

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 are being transferred)

(只供獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors,  
**Capital VC Limited**

致：首都創投有限公司  
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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and articles of association of the Company.

敬啟者：  
本人/吾等謹請董事將表格甲中乙欄所列之供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及隨附之章程所載條款，以及在貴公司之組織章程大綱及公司細則規限下，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」符號

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first named applicant only.  
請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。

Name in English 英文姓名	Family Name or Company Name (姓氏或公司名稱)	Other Name (名字)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名申請人(如有)姓名			
Address in English (Joint applicants should give one address only) 英文地址 (聯名申請人只須提供一個地址)			
Occupation 職業			Tel. No. 電話號碼
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址	Bank Account Number 銀行賬戶號碼		
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

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

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

Date日期：\_\_\_\_\_ 2013

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

如已填妥本表格，承讓人須繳付從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。

# Capital VC Limited 首都創投有限公司

(於開曼群島註冊成立之有限公司並以CNI VC Limited名稱在香港經營業務)  
(股份代號：2324)

敬啟者：

## 緒言

根據隨附本暫定配額通知書之有關供股之章程所載條款及條件及在其規限下，董事已按於記錄日期(二零一三年七月二日(星期二))營業時間結束時在本公司股東名冊上以 閣下名義登記每兩股股份可認購一股供股股份之基準，向 閣下暫定配發本暫定配額通知書前頁所示數目之供股股份。 閣下於當日持有之股份數目載於甲欄，而暫定配發予 閣下之供股股份總數則載於乙欄。

配發、發行及繳足股款後之供股股份在各方面將與當時之現有股份享有同等權益。繳足股款供股股份之持有人將有權收取於供股股份之配發日期以後所宣派、作出或派付之一切未來股息及分派。章程及有關申請表格並未亦不會根據香港以外之任何司法權區之任何適用證券法例或同等法例註冊或存案。

本公司並未辦理任何手續以獲准在香港以外任何地區或司法權區呈供股股份或派發章程或任何相關申請表格。因此，在香港以外任何地區或司法權區接獲章程或任何相關申請表格之人士，均不得視之為申請供股股份之要約或邀請，除非於相關司法權區可毋須遵守任何登記或其他法律或監管規定而合法作出該要約或邀請。

於香港以外地區接獲章程或任何相關申請表格且有意根據章程認購供股股份之任何人士(包括(但不限於)代理人、代理及信託人)，須自行全面遵守有關地區之法例(包括就遵守該地區或司法權區規定之任何其他正式手續而取得政府或其他認可)，以及支付該地區或司法權區就供股所須支付之任何稅項、徵費及其他款項。任何人士倘接納供股則表示向本公司聲明及保證，其已遵守該等當地法例及規定。倘 閣下對本身之情況有任何疑問，應諮詢 閣下之專業顧問。

## 接納手續

閣下如欲接納供股股份之暫定配額，須將本暫定配額通知書整份連同丙欄所示於接納時應繳付之全數股款(以支票或銀行本票形式)，不遲於二零一三年七月十八日(星期四)下午四時正交回本公司之香港股份過戶登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。所有股款須以港元繳付，支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，並須註明抬頭人為「Capital VC Limited – Provisional Allotment Account」及以「只准入抬頭人賬戶」方式劃線開出。繳付上述股款將表示 閣下根據本暫定配額通知書及章程之條款，並在本公司之組織章程大綱及公司細則規限下接納供股股份之暫定配額。所有繳款將不獲發收據。

敬請注意，除非本暫定配額通知書已經填妥當並連同丙欄所示之應繳股款如上文所述於二零一三年七月十八日(星期四)下午四時正之前由原承配人或獲有效轉讓有關權利之人士一併交回，否則 閣下之暫定配額及一切認購供股股份之權利將視作已遭放棄而將予註銷。本公司可全權酌情將一份已交回但並未根據有關指示填妥當之暫定配額通知書當為有效及對通知書內列名之人士(不論是親身交回通知書)具約束力。本公司可要求有關申請人將未填妥之暫定配額通知書於稍後填妥。填妥及交回暫定配額通知書將會被視作對本公司作出保證及聲明，表示已經(或將會)就有關之暫定配額通知書(及據此作出任何接納)正式遵照香港以外之一切有關地區之所有登記、法例及監管規定。

## 轉讓

閣下如欲轉讓 閣下根據本暫定配額通知書所有獲暫定配發之供股股份認購權利，須填妥轉讓及提名表格(表格乙)，並將本暫定配額通知書交予承讓 閣下權利或經手轉讓權利之人士。承讓人須填妥及簽署登記申請表格(表格丙)，並須不遲於二零一三年七月十八日(星期四)下午四時正將本暫定配額通知書整份連同丙欄所示於接納時應繳付之全數股款(以支票或銀行本票形式)一併交回本公司之香港股份過戶登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。所有股款須以港元繳付，支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，並須註明抬頭人為「Capital VC Limited – Provisional Allotment Account」及以「只准入抬頭人賬戶」方式劃線開出。敬請注意， 閣下轉讓可認購有關供股股份之權利予承讓人及承讓人接納該等權利，均須繳納印花稅。

## 分拆

閣下如只欲接納根據本暫定配額通知書所獲配發之部份暫定配額或欲轉讓部份暫定配額可認購供股股份之權利或欲轉讓該等權利予超過一位人士，須不遲於二零一三年七月十日(星期三)下午四時三十分將本暫定配額通知書交回本公司之香港股份過戶登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，方為有效。本公司之香港股份過戶登記處將會註銷原有之暫定配額通知書及按所需數額另發新暫定配額通知書。新暫定配額通知書將於 閣下交回原有之暫定配額通知書後第二個營業日於本公司之香港股份過戶登記處領取。

## 終止包銷協議

倘發生下列情況，則包銷商將有權於交收日期下午四時正前，隨時向本公司發出書面通知，以終止包銷協議所載之安排：

- i. 頒佈任何新法例或法規，或現行法例或法規(或其司法詮釋)出現任何變動；或
- ii. 任何地方、國家或國際事件之政治、軍事、金融、經濟或貨幣市場或其他性質(不論其性質與上述任何一類相同與否)之事件或變動(不論屬於本文件日期之前及/或之後發生或持續發生之連串事件或變動一部分與否)(包括港元與美元匯價掛鈎之聯匯制度變動)，或任何地方、國家或國際性質之敵對行為或武裝衝突爆發或升級或屬於影響本地證券市場性質；或
- iii. 任何天災、戰爭、騷動、騷亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停市；

而包銷商合理認為，有關變動會對本集團之整體業務、財務或經營狀況或前景，或供股之成功構成重大不利影響，或使進行供股變得明智或不智。

倘於交收日期下午四時正之前：

- i. 本公司重大違反或未有遵守其根據包銷協議明確承擔之任何責任、承諾、聲明或保證，而該違反行為或不作為將對其業務、財務或經營狀況構成重大不利影響；或
- ii. 包銷商根據包銷協議接到通知，或以其他方式得知，包銷協議所載之任何聲明或保證於作出之時為失實或不準確，或倘按包銷協議作出重申時將會失實或不準確，而包銷商合理認為任何該等失實聲明或保證意味著或很可能意味著本集團之整體業務、財務或經營狀況或前景出現重大不利變動，或很可能對供股構成重大不利影響；或
- iii. 於發生或包銷商得知發生包銷協議所述之若干事宜或事件後，本公司未有立即按包銷商可能合理要求之形式(及按適當內容)發出任何公告或函函(於寄發章程文件後)，以防止本公司證券出現造市情況；

則包銷商有權(但無須)透過包銷商向本公司所發出之書面通知，選擇將有關事宜或事件視為包銷商解除及免除其於包銷協議項下責任般處理。

待根據包銷協議發出通知後，包銷商於包銷協議項下之一切責任將告結束及終結(惟先前任何違反之情況除外)，包銷協議之訂約各方一概不得就包銷協議產生或相關之任何事宜或事情向其他訂約方作出任何追討，惟本公司仍須向包銷商支付包銷協議內提述之費用及開支(但不包括包銷佣金)。倘包銷商行使有關權利，則供股將不會進行。

## 支票或銀行本票

所有支票及銀行本票將於收訖後即時過戶，而所有繳付股款所賺取之利息(如有)將撥歸本公司所有。凡填妥及呈交或交回本暫定配額通知書連同繳付所接納之供股股份股款之支票或銀行本票，即構成申請人作出之一項保證，保證支票或銀行本票於首次過戶時將會兌現。如支票或銀行本票在首次過戶時未能兌現，有關申請將不獲受理。其時，有關保證配額及所有相關權利將視作放棄而將予註銷。

## 供股股份股票

待供股之條件達成後，預期所有繳足股款供股股份之股票將於二零一三年七月三十日(星期二)或之前以普通郵遞方式寄予應得人士(倘為聯名持有人，則以本公司股東名冊上名列首位之持有人)之登記地址，郵誤風險概由收件人自行承擔。

閣下將會就配發及發行予 閣下之繳足股款供股股份獲發一張股票。

## 申請額外供股股份

閣下如欲申請認購 閣下所獲暫定配發之供股股份數額以外之供股股份，須按照隨附之額外供股股份申請表格上之指示填妥及簽署該表格，連同為申請認購額外供股股份應繳之全部股款而獨立開出或發出之支票或銀行本票，不遲於二零一三年七月十八日(星期四)下午四時正交回本公司之香港股份過戶登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港元繳付，支票須由香港之銀行戶口開出，而銀行本票則須由香港之銀行發出，並須註明抬頭人為「Capital VC Limited – Excess Application Account」及以「只准入抬頭人賬戶」方式劃線開出。所有繳款將不獲發收據。

額外供股股份(如有)將由本公司根據董事按公平合理之基準酌情分配予申請人。本公司將優先配發為補足供股股份碎股成為完整買賣單位之申請。按照暫定配額通知書獲暫定配發供股股份碎股之股東應注意，現無法保證上述之供股股份碎股可根據額外供股股份之申請而補足為完整買賣單位。

## 一般事項

交回本暫定配額通知書及(如適用者)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格後，即確實證明交回上述文件之人士有權處理本暫定配額通知書，並有權收取分拆之暫定配額通知書及/或有關供股股份之股票。章程印本可向本公司之香港股份過戶登記處卓佳登捷時有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

零碎供股股份配額將不獲配發，惟倘扣除開支後可獲得溢價，則會彙集在聯交所出售，所得收益撥歸本公司所有。

本暫定配額通知書及其中所述之所有建議之接納事宜均須受香港法律監管並按其詮釋。

此致

列位合資格股東 台照

代表  
首都創投有限公司  
執行董事  
陳昌義  
謹啟

二零一三年七月四日