

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 (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE "EAF") EXPIRES AT 4:00 P.M. ON MONDAY, 27 FEBRUARY 2012.

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL, OR AS TO THE ACTION TO BE TAKEN OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES IN SHUN TAK HOLDINGS LIMITED (THE "COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

Terms defined in the prospectus issued by the Company dated 13 February 2012 (the "Prospectus") in relation to the Rights Issue shall bear the same meanings when used herein, unless otherwise specified herein or the context otherwise requires.

A copy of this PAL, together with a copy of the Prospectus, the EAF and the written consent referred to in the paragraphs headed "Expert's Qualification and Consent" in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong pursuant to section 38D of the Companies Ordinance.

Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your stockbroker or other registered securities dealer, bank manager, solicitor, professional accountant or other professional advisers for details of the settlement arrangements and how such arrangements may affect your rights and interests.

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 as well as 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 commencement date of dealings in the Rights Shares on the Stock Exchange or such other date as determined by HKSCC.

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 as well as 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 commencement date of dealings in the Rights Shares on the Stock Exchange or such other date as determined by HKSCC.

SHUN TAK  
SHUN TAK HOLDINGS LIMITED  
信德集團有限公司

(Incorporated in Hong Kong with limited liability)  
(於香港註冊成立之有限公司)  
(Stock Code: 242)  
(股份代號: 242)

Share registrar and transfer office:  
Computershare Hong Kong Investor Services Limited  
Shops No. 1712-1716  
17th Floor  
Hopewell Centre  
183 Queen's Road East  
Wanchai  
Hong Kong  
註冊及過戶處:  
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:  
Penthouse 39th Floor, West Tower,  
Shun Tak Centre  
200 Connaught Road Central  
Hong Kong  
註冊辦事處:  
香港  
中環  
干諾道中二百號  
信德中心西座三十九頂樓

RIGHTS ISSUE OF 814,603,832 RIGHTS SHARES AT THE SUBSCRIPTION PRICE OF  
HK\$2.02 PER RIGHTS SHARE ON THE BASIS OF 3 RIGHTS SHARES  
FOR EVERY 8 EXISTING SHARES HELD ON THE RECORD DATE  
BY THE QUALIFYING SHAREHOLDERS  
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN  
4:00 P.M. ON MONDAY, 27 FEBRUARY 2012

按合資格股東於記錄日期每持有八股股份供三股供股  
股份之基準，  
以每股供股股份2.02港元之認購價  
進行814,603,832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二月二十七日(星期一)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

[Empty box for Qualifying Shareholder name and address]

Total number of Shares registered in your name(s) on Thursday, 9 February 2012  
於二零一二年二月九日(星期四)登記於閣下名下之股份總數

BOX A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Monday, 27 February 2012  
暫定配發予閣下之供股股份數目，股款須不遲於二零一二年二月二十七日(星期一)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

Contact Telephone Number:  
聯絡電話號碼:

The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional and not being terminated and (ii) permission to deal in and listing of all Rights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being withdrawn or revoked prior to the Latest Time for Termination.

The Sole Global Coordinator may, by notice in writing to the Company, served prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement if: (a) any breach of any of the warranties or specified undertakings contained in the Underwriting Agreement comes to the knowledge of the Joint Underwriters, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement, or there has been a material breach of any of the warranties or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties are deemed to be given pursuant to the Underwriting Agreement would have rendered any of the warranties untrue, incorrect or misleading; or (b) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or (c) any event occurs or circumstance in the nature of force majeure (including, without limitation, any act of government, economic, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (d) there is any adverse change or prospective adverse change in the results of operations, financial or trading prospects, management, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (e) there is any suspension of trading in the Rights Shares (in their nil-paid and fully-paid forms) being withdrawn by the Stock Exchange; or (f) there has occurred, happened, come into effect any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (i) any change in, or any event or series of events likely to result in any change in (whether or not permanent), local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members or Macau; or (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (iii) any act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members or Macau; or (iv) any moratorium, suspension or restriction on trading in shares or securities generally on the Stock Exchange, the London Stock Exchange, the New York Stock Exchange or NASDAQ; or (v) any suspension of dealings in the Shares for a period of more than three consecutive business days or longer (other than pending publication of announcements in respect of the Rights Issue); or (vi) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong, Macau or the PRC.

If prior to the Latest Time for Termination any notice to rescind or terminate the Underwriting Agreement is given by the Sole Global Coordinator, the obligations of all parties thereunder shall terminate forthwith and no party will have any claim against any other for costs, damages, compensation or otherwise (save in respect of certain rights and obligations under the Underwriting Agreement, including rights of the parties thereto in respect of any antecedent agreement), if the Sole Global Coordinator exercises such right, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed.

Global Coordinator may, by notice in writing to the Company, served prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement if: (a) any breach of any of the warranties or specified undertakings contained in the Underwriting Agreement comes to the knowledge of the Joint Underwriters, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement, or there has been a material breach of any of the warranties or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties are deemed to be given pursuant to the Underwriting Agreement would have rendered any of the warranties untrue, incorrect or misleading; or (b) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or (c) any event occurs or circumstance in the nature of force majeure (including, without limitation, any act of government, economic, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (d) there is any adverse change or prospective adverse change in the results of operations, financial or trading prospects, management, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (e) there is any suspension of trading in the Rights Shares (in their nil-paid and fully-paid forms) being withdrawn by the Stock Exchange; or (f) there has occurred, happened, come into effect any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (i) any change in, or any event or series of events likely to result in any change in (whether or not permanent), local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members or Macau; or (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic, business, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Sole Global Coordinator, is or may be material in the context of the Rights Issue; or (iii) any act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the United States, the European Union or any of its members or Macau; or (iv) any moratorium, suspension or restriction on trading in shares or securities generally on the Stock Exchange, the London Stock Exchange, the New York Stock Exchange or NASDAQ; or (v) any suspension of dealings in the Shares for a period of more than three consecutive business days or longer (other than pending publication of announcements in respect of the Rights Issue); or (vi) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong, Macau or the PRC.

Dealing in the Rights Shares in their nil-paid form will take place from Wednesday, 15 February 2012 to Wednesday, 22 February 2012 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any Shareholder or other persons dealing in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Sole Global Coordinator's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other persons dealing or contemplating any dealing in the securities of the Company, the nil-paid Rights Shares and/or the Shares during the period from Wednesday, 15 February 2012 to Wednesday, 22 February 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 Monday, 27 February 2012. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.

Dealing in the Rights Shares in their nil-paid form will take place from Wednesday, 15 February 2012 to Wednesday, 22 February 2012 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any Shareholder or other persons dealing in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Sole Global Coordinator's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other persons dealing or contemplating any dealing in the securities of the Company, the nil-paid Rights Shares and/or the Shares during the period from Wednesday, 15 February 2012 to Wednesday, 22 February 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 Monday, 27 February 2012. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.

Dealing in the Rights Shares in their nil-paid form will take place from Wednesday, 15 February 2012 to Wednesday, 22 February 2012 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any Shareholder or other persons dealing in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Sole Global Coordinator's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other persons dealing or contemplating any dealing in the securities of the Company, the nil-paid Rights Shares and/or the Shares during the period from Wednesday, 15 February 2012 to Wednesday, 22 February 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 Monday, 27 February 2012. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.

Dealing in the Rights Shares in their nil-paid form will take place from Wednesday, 15 February 2012 to Wednesday, 22 February 2012 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. Any Shareholder or other persons dealing in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Sole Global Coordinator's right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other persons dealing or contemplating any dealing in the securities of the Company, the nil-paid Rights Shares and/or the Shares during the period from Wednesday, 15 February 2012 to Wednesday, 22 February 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 Monday, 27 February 2012. The procedures for acceptance or transfer of the Rights Shares are set out in the Prospectus.



**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**  
**Shun Tak Holdings Limited**

致： 信德集團有限公司  
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 PAL 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: .....2012 日期：二零一二年.....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**  
**Shun Tak Holdings Limited**

致： 信德集團有限公司  
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 PAL 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

Existing Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
---	--

To be completed in BLOCK letters in ENGLISH in ink. 請用原子筆或墨水筆並以英文正楷填寫。 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: .....2012 日期：二零一二年.....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。