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

IMPORTANT 重 要 提 示

エレーシーズので、 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 EBBMUARY 2012. 此乃有價宜及可解構立管定配種類的項目、意思時處理。本文件及履附之額外供股股份申請表格「額外供股股份申請表格」所載之要的將於二零一二年二月二十七日 (星期一) 下午四時正結束。

「FYOU ARE IN ANY DOUBT ABOUT THIS PALL OR AS TO THE ACTION TO BE TAKEN. OR IF YOU HAVE SOLD ALL OR PART TO YOU BARTERS IN SHUN THE KILL REAL TO YOU BARTERS IN SHUN THE COMPANY'). YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED SECURITES DEALER, BANK MARAGER, SOLICITOR, PROFESSIONAL ACCOUNT OF THE PR

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. 除本文另有指明或文義另有所指外,本文件所用詞語與本公司就供取所刊發目期為二零一二年二月十三日之章程(供散章程))所界记者具有相同論義。

際本文が有指制成文義が有効指効・本文作形用調整具本公司就供販売利益目期為二零一二年二日十三日之草地(用販売業具有相同編長・ A copy of this PAL, together with a copy of the Prospectus, here be a registered by the Registrar of Companies in Hong Kong pursuant to section 38D of the Companies Ordinance. The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no esponsibility as to the contents of any of these documents. 本常立医範疇型無用使取象 電気 化酸合 The Shares and the Rights Shares in Hong Kong and the Securities and Futures Commission of Hong Kong take no section 38D of the Companies in Hong Kong and the Securities and Hourse Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no esponsibility as to the contents of any of these documents. 本常立医範疇型研究数を見て教育を認定することの主要にないていた。 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 dealia of the settlement arrangements may affect your rights and Interests. L+載成長及集成長成形式質貨費的及其優先時、電気質算量的人民最近的可透明者素成電行文報 : 南 国序電気音等文化支援之時常後許可任意。 国子電気音等文化算量的 国子之權有及儀者構成之影響語詞 国子之權有及集成建成以此指置認定文化能注意表示

音能交及結果所有相论的观察父所并有其正能機變加減之以存着人質於"并非準確定或定能行為需要表性可需要。如果毫不像不能以不有心能能知識言語或比可能的因素的其可能的。 Subject to the granting of listing of, and permission to dail, in, the Pights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock exchange or such other date as determined. With Stock for deposit, clearance and settlement in CCASS with effect from the commencement date of dealings in the Pights Shares on the Stock Exchange or such other date as determined with stock SCC. In effect from the in the Stock Exchange or such other date as determined with stock SCC. The Pights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC. Settlement of transactions between participants of the Stock Exchange on any tange of such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any tange of such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any tange of such other date as determined in the Stock Exchange on any tange of such other date as determined in the Stock Exchange on any tange of such other date as determined by the Stock Exchange on any tange of such other date as determined in the stock Exchange on any tange of such as a date stock the stock Texas Stock Exchange on any tange of such as a date stock the stock Texas Stock as a stock as a stock of the professional adviser for datals of those settlement arrangements will after their rights and interests. Respectively, and the stock as a sto



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 註冊及過戶登記處 香港中央證券登記有限公司 音港 灣仔 皇后大道東183號 合和中心17樓

Name(s) and address of Qualifying Shareholder(s) 合資格股東之姓名及地址

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

RIGHTS ISSUE OF 814,603,832 RIGHTS SHARES AT THE SUBSCRIPTION PRICE OF HSJUE OF 014,003,032 HIGHTS SHARES AT THE SUBSCRIPTION PR 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

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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

		Total number of Shares registered in your name(s) on Thursday, 9 February 2012 於二零一二年二月九日 (足周四) 登記於 関下名下之散份優戦
	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 暫定配要予 周下之限股股份数日,股款與不穩於二零一二年二月二十七日(星期一)下午四時正前接納時 難足
	BOX B 乙欄	
		Total subscription monies payable 意識這時間表述範
	BOX C 丙欄	HKS 徳元
Contact Telephone Number: 聯發電話號碼: 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 Share 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 Underwriting Agreement if:		
(1) the sole stock a contained mark by indice in wrining to mark company, service prior to the states in the tot in eminate into understained states and the understate anderstate and the understate and the understate and th	en a material breach on the p ven pursuant to the Underwriti sen or have been discoverec tor, prejudicially and materia in the financial or trading p	and of the Company of any other provision of the Underwriting Agreement, or there has been a material breach ng Agreement would have rendered any of the warranties untrue, incorrect or misleading; or wind'h would, if the Prospectus was to be issued at the time; constitute a material anisation therefrom; or illy affects or may prejudicially and materially affect the success of the Rights Issue, or makes or may make it sition of the Group taken as a whole which, in the sole optionin of the Sole Global Coordinator, is or may be
(f) permission to deal in and letting of all the rights shares (in their missia and fully-paid three) has been default to the permission to read in and letting of all the rights shares (in their missia and fully-paid three) has been default to the permission to read in and letting of all the rights shares (in their missian and fully-paid three). The permission to the shares (in the rights shares (in their missian and fully paid three) has been default to read in any change in (whether or not any of the shares (in the rights shares (in the rights) have been default to the rights of the rights of the rights of the right	military, industrial, economic not covered by insurance), tion of a state of emergency	c, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange rice, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of or calamity or creates, in or affecting the PRC, hong Yong, the United States, the European Union or any of its
(ii) the declaration of a banking moratorum by the authorities of the FHC, Hong Kong, the United States, the European Union or any of its members or Macau, or yry moratorum, supension or restriction on trading in shares or securities generality on the Stock Exchange, the New York Stock E (New York Stock Exchange, the New York Stock E (New York Stock	exchange or NASDAQ; or in respect of the Rights Issu ion with the Company where ejudicially and materially af	ie); or reasonably practicable); (1) is or may be materially adverse to, or prejudicially and materially affects or may ect the success of the Rights Issue, or makes or may make it inadvisable or inexpedient to proceed with the
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Dealings in the Rights Shares in their inlipaid form will take place from Wednesday, 15 February 2012 (Wednesday, 22 February 2012 (both dates inclusive). If the c Shares or in the nipaid 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 Git 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 nip- dates inclusive) who are in any doub about their position are recommended to consult their processional advisers. The latest time for acceptance of and payment of states inclusive) who are in any doub about their position are recommended to consult their processional advisers. The latest time for acceptance of and payment of states and the second state of the company, the second state of the consult their processional advisers. The latest time for acceptance of and payment of states and the second state of the company, the second state of the company takes t	obal Coordinator's right of baid Rights Shares and/or the Rights Shares is 4:00 件審達成當日 (及全球環室協問	termination of the Underwitting Agraement classes) will accordingly bear the risk that the Ringhe Issues the Brane during the period from Wednesday. To February 2012 to Wednesday, 22 February 2012 (both nes Nares during the period from Wednesday. To February 2012 to Wednesday, 22 February 2012 (both nes Nares are the State and the State are the Stat
ド午回時止。後期愛嬌満度設設分裂洗電研設業業を TO A CCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL YOU MUST LODGE THIS PAL INTACT WITH THE COMPANYS SHARE REGISTRAR, COA QUEEN'S ROAD EAST, WANCHAL, HONG KONG, OR SRD FLOOR, FUTURA PLAZA, 111-113 HOW MING STREET, WUN TONG, KOWLOON, HONG KONG TOGETHER HER RAY THE COMPANY'S SHARE REGISTRAR MIT I AFTER THAL AND DO M. ON MONNAY 27 FERBIARDY 2012 ALL PRIMITARYES WIST RE MADE IN HONG KONG TOGETHER HER RAY THE COMPANY'S SHARE REGISTRAR MIT I AFTER THAL AND DO M. ON MONNAY 27 FERBIARDY 2012 ALL PRIMITARYES WIST RE MADE IN HONG KONG TOGETHER HER	REIN WITH A REMITTANCE	身之衝索者在倚葉帽。" 建有合脑酶集集團件。 接角克酸盐粉支持的盐粉基番菜精酸盐之毒。二年二月二年七日(加州一 16 NIVESTOR SERVICES LIMTED AT SHOPS NO. 1712-1716、1717 FLOOR, HOPFWELL CENTRE, 183 NI HONG KONG DOLLABS FOR THE FILL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED DE LITHE BY CIFEDUE DANNO IN A LICENSED BANK ACCOUNT IN HONG KONG OR BY A CASHIER
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SHUN TAK SHUN TAK HOLDINGS LIMITED

信德集團有限公司 (Incorporated in Hong Kong with limited liability)

(Stock Code: 242)

13 February 2012

Dear Qualifying Shareholders

INTRODUCTION

INTRODUCTION In accordance with the terms and subject to the conditions in the Prospectus dated 13 Fabruary 2012 of Shun Tak Holdings Limited (the "Company") accompanying this PAL, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this PAL on the basis of 3 Rights Shares for every 6 existing Shares registered in your name in the register of members on Thursday, 9 February 2012. Your holding of the Shares as at thal date is set oui in Box A and the number of Rights Shares provisionally allotted to you is set out in Box Thursday, 9 February 2012. Your holding of the Shares as at thal date is set oui in Box A and the number of Rights Shares provisionally allotted to you is set out in Box Thursday. 9 February 2012. Your holding of the Shares as at thal date is set oui in Box A and the number of Rights Shares You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$2.02 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Monday, 27 February 2012. You may, subject to the section headed "Canalister" to remain fully on avoid fields res and the new parson, you should refer to the instructions in the section headed "Transfer" february instructions in the section headed "Transfer" februar. The Rights Issue is conditional upon (i) the Underwriting and not being terministed and (ii) permission to data in and Listing with the fights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being Your position, you should creating of all Rights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being Your position, you should consult your jour solution and warranty from sub person to the Company in these foot conditions at erginster the registered in the prospective the person in the section heade term in the paid and fully-paid forms) being granted by the Stock Exchange and not being You

RIGHTS SHARES

HIGHTS SHARES The Rights Shares, when allotted, issued and fully-paid, will rank pari passu with the then existing Shares in issue in all respects. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid after the date of allotment and issue of the fully-paid Rights Shares. The Rights Shares, when allotted, issued and fully-paid Rights Shares. The Rights Shares when allotted, issued and fully-paid Rights Shares. The Rights Shares on the fully-paid Rights Shares. The Rights Shares on the Stock Exchange or such of the Rights Shares in back their nit-paid and fully-paid forms when the score Rights Shares in back their nit-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the field settlement in CASS with effect from the commencement date of datalings in the Rights Shares on the Stock Exchange or such of the

Shareholders should seek advice from their licensed securities dealer or other professional adviser for details of those settlement arrangements and how such arrangements will affect their rights and interests. PROCEDURES FOR ACCEPTANCE Any parson (including, without limitation, agents, nominees and trustees) wishing to take up his/heritis rights under the Rights lesue must satisfy himself/nerself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paring any issue, transfer or other taxes due in such territores. To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Company's share registrar, Computershare Hong Kong forwestor Services Limited at Shops No.1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong or 3rd Floor, Flutzer Plaza, 111-113 How Ming Street, Kwun Tong, Kowkon, Hong Kong Kong Her with a remitance for the Iuli amount payable on acceptance, as shown in Box C, so as to be received by non Mang X-2 February 2012. All remitlances must be in Hong Kong dollars. Chaques must be drawn on an account with, or cashiel orders must be issued by a licensed bank in Hong Kong and made payable to "SHUN TAK HOLDINGS LIMITED – PROVISIONAL ALLOTMENT ACCOUNT and enquirise in nonection with the PAL should be addressed to the Company's and received as devolve. To the memorandum and anticles of association on the Company's and received as devolve. It should be noted that, unless a PAL, together with the appropriate remittance shown in Box C, has been declowed box event devolve. It devolut be noted that, unless a PAL, together with the appropriate remittance shown in Box C, has been declowed and will be cancelled. The Company may (at is discretion) treat a PAL as viaid and binding on nor on whose favour the rights have been validity treatered, your revisional allottee or any persons in

uclions. of or application for the Rights Shares where it believes that such acceptance of application would violate the applicable securities or others laws or regulations of any territory or jurisdiction.

TRANSFER

TRANSFER If you wish to the insertion of your rights to subscribe for the Eights Shares provisionally alloted by our, you must complete and sign the form of transfer and nomination (Form B), and hard this PAL to the presents) to or through whom you are transferring your rights investor Services Limited at Shope No. 1712-1716, 1710 Floor, Hopewell Centre, 185 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 400 p.m. on Monday, 27 February 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 transferre(s) and the acceptance by the transferre(s) of such rights. The Company may (at its discretion) from (at a PAL 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 nistructions.

SPLITTING

SPLITING If you wish to apoplate that a 20 m cm provisional alignment and/or to transfer a part of your rights to subscribe for the Bights Shores provisionally allotted to you under this PAL or transfer your rights to more than one person, this PAL must be surrendered and lodged for if you wish to apoplate that a 20 m cm prices, 17 February 202 with the company & share is registrar, Computational alignment, cancel the original PAL and issue new PALs in the denominations required. No lee will be charged for splitting of the provisional alignment. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant instructions. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant instructions. The Company reserves the right to treat invalid any splitting it such splitting any violate any applicable legal or regulatory requirement.

CONDITIONS OF THE RIGHTS ISSUE AND UNDERWRITING AGREEMENT AND TERMINATION OF THE UNDERWRITING AGREEMENT The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional and not being terminated and (ii) permission

- ONDITIONS OF THE RIGHTS ISSUE AND UNDERWRITING AGREEMENT AND TERMINATION OF THE WOVENWRITING AND TERMINATION OF THE WOVENWRITING AND TERMINATION OF THE RIGHTS Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange 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 using the factor of 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: any breach of any of the warranties or specified undertakings contained in the Underwriting Agreement comes to the knowledge of the Joint Underwritings, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement (if the Underwriting Agreement could ave rendered any of the warranties are deemed to be given pursuant to the Underwriting Agreement would have rendered any of the warranties are deemed to be given pursuant to the Underwriting Agreement would at the time, constitute (b)
- any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or beion any of the unitse on writing agreement or being of a 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 mission therefore, more (c) (d)
- (e) (f) (g)
- 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 a supplementary prospectus in circumstances where the matter to be disclosed, in the absolute opinion of the Sole Global Coordinator, prejudicially and materially affects or may prejudicially and materially affect the success of the Rights Issue; or 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 control of the Rights Issue; or there has courred, happened, come into effect any event, 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 devents in the control of the Rights Shares (in their nil-paid and fully-paid form) has been with the more permanent), local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or devent or the more permanent, local, national or international (international financial), political, military, industrial, economic, legal, fiscal, regulatory or securities generally the secure or and vestor in the more permanent, local, national or international financial, political, military, industrial, economic, elgal, fiscal, regulatory or securities generally on the second with the Rights Shares (in the adverse or the market matters) or or any event or to responsibility has been claimed), act of Erod, whole and ore adverse or the diverse or the diverse or th

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reement will not become unconditional and the hights issue will not proceed. should be also noted that the Shares have been dealt in on an ex-rights basis since Monday, 6 February 2012. Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 15 February 2012 to Wednesday, 22 February 2012 (both dates playiey). If the Underwriting Agreement does not become unconditional or is terminated by the Sole Global Coordinator, the Rights Issue will not proceed. Any Shareholder or other persons dealing in the Shares or in the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue will not proceed. Any Shareholder or other persons dealing in the Shares or 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 any another other persons dealing or contemplating any dealing in the securities of the Company, the nil-paid Rights Shares and/or the Shares and/or the Shares is 400 in the Prospectus. Shares is 400 m, on Monday 27 February 2012. The procedures of the Rights Shares are set out in the Prospectus.

CHEQUES AND CASHIER ORDERS

Checubes AND CASHIER ONDERS All checups or cashier orders will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgment of a PAL together with a cheque or cashier order in payment for the Rights Shares applied will constitute a warranty by the applicant that the cheque or cashier order in payment for the presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or cashier order is distonoured on first presentation, and, in that vent, the relevant provisional all all rights given pursuant to it will be deneed to have been declined and will be cancelled.

SHARE CERTIFICATES AND REFUND CHEQUES Subject to fulfiliment of the conditions of the Rights Issue as set out in the paragraph headed "Conditions of the Rights Issue and the Underwriting Agreement" in the Letter from the Board contained in the Prospectus, certificates for all fully-paid Rights Shares are expected to be posted by ordinary post on a round Monday, 5 March 2012 to those persons who have paid for and have accepted the Rights Shares at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares are expected to be posted by ordinary post at your own risk to your registered address on or around Monday, 5 March 2012.

EXCESS RIGHTS SHARES

EXCESS RIGHTS SHARES
Qualifying Shareholders (other than the Undertaking Shareholders) shall be entitled to apply for (a) any unside Rights Shares which would have been allotted to Non-Qualifying Shareholders had they been Qualifying Shareholders, (b) any Rights Shares provisionally allotted but not viaildy accepted by Qualifying Shareholders) and only by completing an EAF and lodging the same with a separate remittance for the excess Rights Shares being applied for with the Company's share registrar by a time which is currently expected to be 4:00 p.m.
The Board Will, upon consultation with the Sole Global Coordinator, allocate the excess Rights Shares being applied for all to discrete to by Qualifying Shareholders (b) any Rights Shares being applied for all to discrete to be qualifying Shareholders basis and on the registrar by a time which is currently expected to be 4:00 p.m.
The Board Will, our consultation with the Sole Global Coordinator, allocate the excess Rights Shares being applied for all to discrete to the availability of excess Rights Shares preference will be given to applications for toping up odd-tot holdings to whole-tot holdings where I appears to the Directors that such applications are not made with the intention to abuse such metchanism; and
(1) subject to the availability of excess Rights Shares being applied for (all toging the allocated o dualifying Shareholders applying for a smaller number of the excess Rights Shares will be allocated to Cualifying Shareholders applying to reass Rights Shares they have applied for (alloway they will receive a greater number of Rights Shares they have applied in Or (Alloway Shareholders applying for a larger number of Rights Shares will be allocated to Applying to reass Rights Shares will be allocated to Applying to reass Rights Shares will be allocated to Cualifying Shareholders applying or a larger number of Rights Shares set they have applied for, whereas Qualifying Shareholders applying or a larger number of Rights Shares set have applied in Or (Al

Snarenoloers. Investors whose Shares are held by a nominee company (or which are held in CCASS) should note that the Board will regard the nominee company (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, investors whose Shares are registered in the name of a nominee (or which are held in CCASS) should note that the aforesaid odd lots arrangement in relation to the allocation of the excess Rights Shares will not be extended to them individually. Beneficial owners with their Shares held by a nominee company (or which are held in CCASS) are advised to consider whether they would like to arrange for the relevant Shares to be registered in their own names on or before the Record to the adve. FRACTIONS OF THE RIGHTS SHARES

FRACIONS OF INE INDITS SPARES The Company has not provisionally allotted and will not accept application for any fraction of the Rights Shares. No odd lot matching services will be provided. All fractions of the Rights Shares have been aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation have been provisionally allotted (in nil-paid form) to the Sole Global Coordinator or its nominee, and will be sold in the market and the proceeds will be retained by the Company for its own benefit, if a premium (net of expenses) can be obtained. Any unsold Rights Shares arising from such aggregation will be made available for excess application by the Qualitying Shareholders (other than the Undertaking Shareholders).

DISTRIBUTION OF THIS PAL AND THE OTHER RIGHTS ISSUE DOCUMENTS

This PAL has only been sent to Qualifying Shareholders. Distribution of this PAL and the other Rights Issue Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession this PAL or any of the other Rights Issue Documents into jurisdictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder who is in any doubt as to his/her por consult an appropriate professional adviser withhout delay. In particular, subject to certain exceptions as agreed between the Company and the Sole Global Coordinator, this PAL and the other Rights Issue Document should not be distributed, forwarded to or tra into or from any of the jurisdictions outside the Included Jurisdictions. The Rights Issue Documents are not registered under tha applicable securities legislation of any jurisdiction other than Hong Kong.

OUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS
To qualify for the Flights Issue and to accept the Flights Shares provisionally allotted under the PAL, a Shareholder must have been rejistered as a member of the Company on Thursday, 9 February 2012 and not have been a Non-Qualifying Shareholder.
Arrangements will be made for the Flights Shares which would otherwise have been provisionally allotted to Non-Qualifying Shareholder steets which would otherwise have been provisionally allotted to Non-Qualifying Shareholders: to be obtained. The proceeds of such sales, less expenses, will be paid by the Company to the relevant Non-Qualifying Shareholder is entilled to an individual amounts of HKS100 or more. The Company non-the Record Dary of Uses for the beart of the set of the se

REPRESENTATIONS AND WARRANTIES By completing, signing and submitting this PAL, each subscriber of Rights Shares hereby represents and warrants to the Company and the Joint Underwriters and to any per-

- REPRESENTATIONS AND WARRANTIES
 By completing, signing and summitting this PAL, each subscriber of Rights Shares hereby represents and warrants to the Company and the Joint Underwriters and to any person acting on their behalf, unless in their sole discretion the Company and the Sole Global Coordinator
 by completing, signing and summitting this PAL, each subscriber of Rights Shares hereby represents and warrants to the Company and the Joint Underwriters and to any person acting on their behalf, unless in their sole discretion the Company and the Sole Global Coordinator
 by brieffeit may lawfully be offered, take up, obtain, subscribe for and receive the rights and/or the Rights Shares in the jurisdiction in which he/sheft reaides or is currently located;
 by brieffeit is not accepting an offer to accure or, the US;
 by the sole to located in, or a citizer of, the US;
 by the sole to located in, or a citizer of, the US;
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 by the sole to located in, or a citizer of, the US;
 by the sole to located in, or a citizer of, the US;
 by the sole to located in the United States; and (b) the person giving such instruction has confirmed that it (J) has the authority to give such instruction and (J) either (A) has investment discretion over such account or (B) is a investment manager or investment company that is acquiring the Rights Shares in an "offshore transaction" as defined in Regin Regin Regin Bander the US Securities ACI;
 by brieffeit is not acquiring rights or Rights Shares in an "offshore transaction" as defined in Regin Regin Regin Regin Regin Regin Regin Regin R

GENERAL 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 relevant share certificates. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops No.1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai,

GENERAL Lodgment of this PAL 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, snam be consulted as the state of the person of allogment and/or the relevant share certificates. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited at Shops No.1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Hoad East, wannan, All documents, including refund cheques (if any), will be sent by ordinary post at the risk of the relevant applicants or other persons entilled hereto. This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Ni-paid rights are expected to be traded in board lots of 2,000 (as the existing Shares are currently traded on the Stock Exchange in board lots 0, 2,000. References in this PAL to times and dates are to Hong Kong times and dates. If you have guestions in reliation to the Rights issue, please telephone the Shareholder hotline on (852) 2862 8555 during business hours from 9:00 a.m. to 6:00 p.m., Mondays to Fridays (other than Hong Kong public holidays). By completing, signing and submitting this PAL, you agree to disclose to the Company and/or its share registrar and their respective advisers and agents personial data and any information which they require aboat you or the person(s) for whose benefit you have made the acceptance of in formation registrar and their respective advisers and agents personial data and any information which they require aboat you or the person(s) for whose benefit you have made the acceptance of or information regarding policies and applicants been for provisional allotment of Rights and the kinds of data held should be addressed to the Company, at its registrar have the fight to charge a resonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regardin



Form B 表格乙	FORM OF TRANSFEI 轉讓及掛											
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) (僅供擬轉識其/彼等全部供股股份認購權之合資格股東填写及簽署) To: The Directors												
Shun Tak Holdings Limit 致: 信德集團有限公司 列位董事 台照	ed											
敬啟者:	ur rights to subscribe for the Rights Shares comprised in this PAL to 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			and signing the	registra	ation a	pplicati	on form	(Forr	n C) be	low.	
1				4.								
Date:	Signature(s) (all joint S 簽署 (所有聯名 			日期:二零一	二年			J	1			日
	Ad valorem stamp duty is payable in connection with th 有關轉讓 閣下認購供股股份			scribe for Right	s Share	es.						
Form C	REGISTRATION AF 登記申	-										
表格丙	(To be completed and signed only by the person(s) to whom the rig (僅供已獲轉讓可認購供股股	ghts to subs	scribe for the Rights S	hares has/ have	peen tra	ansferr	ed)					
To: The Directors Shun Tak Holdings Limit	ed											
政: 信德集團有限公司 列位董事 台照												
subject to the memorandum an 敬啟者:	e number of Rights Shares mentioned in Box B of Form A in my/our n d articles of association of the Company. 勾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											
				Existir Please	g Shar mark ' 東請在	eholde 'X" in t	r(s) his box	П.D.P				
		<u> </u>		現有版		平 11 14	Ψ⊥ λ] Wi				
	To be completed in BLOCK 請用原子華或墨水筆 For Chinese applicant(s), please provide y 中國籍申請人請同問	≦並以英文正 your name(s	楷填寫。 s) in both English and	Chinese.								
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱 Other name	es名字		Name in Chinese 中文姓名								
Name continuation and/or name(s) of joint applicant(s) (if required) 申請人類姓名及/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 Instru-	ictions 股息	指示	Ва	nk acco	unt nu	mber 釗	見行賬戶	號碼			
				BANK BRAN 銀行 分行				ACCOU 賬戶				
Name and address of bank 銀行名稱及地址												
	Account	type 賬戶類	〔別	For office use o	nly 公태	司專用						
I				4.								
	Signature(s) of applicant(s) (a 申請人簽署 (所有聯	all joint app 《名申請人均	licant(s) must sign) 須簽署)									
Date:	Ad valorem stamp duty is payable in connection with the a			日期:二零一 scribe for the Ri				J	I			日
BENEFICIAL INTEREST OTHE REGISTRATION OF ANY TRAN	有關接納 閣下認購供股股份 OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALORE R THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAM ISFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPR 每項買賣均須繳付從價印花税。除以出售形式外,魄贈或轉讓實益擁有之	EM STAMP I MP DUTY. E RESENTED	DUTY IS PAYABLE ON VIDENCE OF PAYME BY THIS DOCUMENT	NT OF AD VALO	REM S	TAMP	Ουτγ Ν	NILL BE	REC	UIRED	BEF	ORE