

Provisional Allotment Letter No.
暫定配額通知書編號

IMPORTANT
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON MONDAY, 21 DECEMBER 2009.

此乃有價值及可轉讓的表格，並須閣下即時處理。本文件及隨附的額外申請表格所載的要約將於二零零九年十二月二十一日(星期一)下午四時正屆滿。IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM, OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, OTHER LICENSED CORPORATION, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下的持牌證券交易商、其他持牌法團、銀行經理、律師、專業會計師或其他專業顧問。Reference is made to the prospectus issued by Winfoong International Limited dated 7 December 2009 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

茲提述榮豐國際有限公司於二零零九年十二月七日就供股刊發之章程(「章程」)。除文義另有所指外，章程所界定之詞彙與本文件所採用者具有相同涵義。A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrars of Companies" in Appendix IV to the Prospectus, has been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance and a copy of the Prospectus has been, or will as soon as reasonably practicable be, filed with the Registrar of Companies in Bermuda in accordance with the Companies Act. The Registrar of Companies in Hong Kong and the Registrar of Companies in Bermuda take no responsibility for the contents of any of these documents.

各份章程文件連同章程附錄四內「送呈公司註冊處處長之文件」一段所述之文件，已遵照公司條例第342C條之規定送呈香港公司註冊處處長登記，而章程亦已經或將會在合理可行情況下盡快根據公司法送呈百慕達公司註冊處處長存檔。香港及百慕達公司註冊處處長對任何此等文件之內容概不負責。Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of the Prospectus Documents, make no representation as to their 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 the Prospectus Documents.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對章程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，並明確表示概不就因章程文件全部或任何部分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。Subject to the granting of the 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 nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be 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.

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，自其各自於聯交所開始買賣日期或於香港結算釐定之任何其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者關於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有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。



WINFOONG INTERNATIONAL LIMITED
(榮豐國際有限公司)*
(Incorporated in Bermuda with limited liability)
(於百慕達註冊成立之有限公司)
(Stock Code: 63)
(股份代號: 63)

Registrar:
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

總戶處:
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至1716室

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

Principal place of business
in Hong Kong:
Room 3201
9 Queen's Road Central
Hong Kong

香港主要營業地點:
香港
皇后大道中9號
3201室

7 December 2009
二零零九年十二月七日

RIGHTS ISSUE OF 239,241,098 RIGHTS SHARES ON THE BASIS OF ONE (1) RIGHTS SHARE FOR EVERY TEN (10) SHARES HELD ON THE RECORD DATE AT HK\$0.07 PER RIGHTS SHARE
按記錄日期每持有十(10)股股份可獲配發一(1)股供股股份之基準以供股方式發行 239,241,098 股供股股份每股供股股份作價 0.07 港元
PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON MONDAY, 21 DECEMBER 2009
股款須於二零零九年十二月二十一日(星期一)下午四時正前繳納時全數繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s)
合資格股東的姓名及地址

Blank box for shareholder name and address.

Number of Shares registered in your name(s) on Friday, 4 December 2009
於二零零九年十二月四日(星期五)登記於閣下名下的股份數目

BOX A
甲欄

Blank box for Box A.

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 21 December 2009
配發予閣下的暫定供股股份數目，股款須於二零零九年十二月二十一日(星期一)下午四時正前繳納時全數繳足

BOX B
乙欄

Blank box for Box B.

Total subscription monies payable
應繳認購股款總額

BOX C
丙欄
HK\$
港元

Blank box for Box C.

Contact telephone no.:
聯絡電話:

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS FORM INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON MONDAY, 21 DECEMBER 2009. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "WINFOONG INTERNATIONAL LIMITED - RIGHTS ISSUE (PAL)" AND CROSSED "ACCOUNT PAYEE ONLY". DETAILS OF SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如欲接納全部供股股份的暫定配額，須將本表格連同上文表格顯示須於接納供股股份時應繳的港元全數股款，於二零零九年十二月二十一日(星期一)下午四時正前交回總戶處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712至1716室)，所有股款須以港元繳付，並以在香港持牌銀行戶口開出支票或香港持牌銀行發出的銀行票據支付。所有支票或銀行票據均須註明抬頭人為「WINFOONG INTERNATIONAL LIMITED - RIGHTS ISSUE (PAL)」，並以「只准入抬頭人戶戶」劃線方式開出。有關分拆配額的詳情載於背頁。本公司將不就有關股款另發收條。

Termination of the Underwriting Agreement
The Underwriter may 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 Thursday, 24 December 2009, 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; or
(iv) any material adverse change in the business or in the financial position of the Group as a whole; or
(v) there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange due to exceptional financial circumstances or otherwise; and
(vi) in the reasonable opinion of the Underwriter, such event in (i) to (v) above would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or materially prejudice the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue; or
(vii) 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
(viii) the Underwriter shall 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 Underwriter gives a notice of termination as aforesaid, the Underwriting Agreement shall terminate and the Rights Issue will not proceed. The obligations of the parties under the Underwriting Agreement shall forthwith cease and be null and void and none of the parties shall have any right against or liability towards the other parties arising out of or in connection with the Underwriting Agreement. Further announcement will be made if the Underwriting Agreement is terminated by the Underwriter.

此項包銷協議
倘發生下列事件，則包銷商可於二零零九年十二月二十四日(星期四)下午四時正前，隨時向本公司發出書面通知，終止包銷協議所載之安排：
(i) 任何新法例或規例或任何現有法例或規例(或其司法解釋)之修訂；或
(ii) 任何政治、軍事、金融、經濟或貨幣(包括與美國貨幣掛鈎制度之改變)或其他性質(不論性質是否與上述者相同)之事件或轉變(不論是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之部分)；或當地、全國或國際性之事件或變遷對證券市場或本地證券市場造成重大不利影響；或
(iii) 任何天災、戰爭、暴動、公眾騷亂、火災、水災、爆炸、瘟疫、恐怖襲擊、罷工或停工；或
(iv) 本集團業務或財務狀況發生任何重大不利變動；或
(v) 由於出現或預期出現之事件或轉變，或由於本集團業務或財務狀況發生任何重大不利變動，而包銷商合理認為上述事件或轉變對本集團業務、財政或經營狀況或前景有重大不利影響或對本集團業務、財政或經營狀況或前景有重大不利影響，或使供股不宜或不應進行；或
(vi) 本集團承諾違反或可能違反包銷協議所載之任何責任、承諾、聲明或保證，而該違反或違約對本公司業務、財政或經營狀況有重大不利影響；或
(vii) 包銷商合理認為或可能認為包銷協議所載之任何事項或事件，或本公司未能及/或未按包銷商合理要求之方法及(如適用)內容於發售章程文件後刊發或過遲，以防止本公司證券出現虛售；或
(viii) 包銷商有理由相信必須終止或暫停供股。若發生上述事件或轉變，則包銷商將有權終止或暫停供股。若終止或暫停供股，且任何一方概無對另一方享有或承擔因包銷協議引起或與包銷協議有關的任何權利或責任。倘終止包銷協議，則另行作出公佈。
Dealings in the Shares were on an ex-rights basis from Monday, 30 November 2009. Dealings in the Rights Shares in their nil-paid form will take place from Wednesday, 9 December 2009 to Wednesday, 16 December 2009 (both dates inclusive). If the Underwriter terminates the Underwriting Agreement, or any of the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed.
Accordingly, any dealings in the Shares before the Underwriting Agreement becomes unconditional and in the Rights Shares in their nil-paid form from Wednesday, 9 December 2009 to Wednesday, 16 December 2009 (both dates inclusive) will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or acquiring Shares and/or Rights Shares in their nil-paid form from the date of the Prospectus up to 4:00 p.m. on Monday, 21 December 2009 will bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares or Rights Shares in their nil-paid form are recommended to consult their own professional advisers.
因此，於包銷協議成為無條件前買賣任何股份，以及由二零零九年十一月三十日(星期三)至二零零九年十二月十六日(星期三)(包括首尾兩天)買賣任何未繳股款供股股份，均將承擔供股未必成為無條件或未必會進行之風險。擬由章程日期起至二零零九年十二月二十一日(星期一)下午四時正止出售或收購股份及/或未繳股款供股股份之任何股東或其他人士，將承擔供股未必成為無條件或未必會進行之風險。建議購買任何股份或應繳股款供股股份之任何股東或其他人士應諮詢彼等之專業顧問。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN
每份申請表格須隨附一張獨立開出的支票或銀行本票
本公司將不另發股款收據

* For identification purpose only
僅供識別

IN THE EVENT OF TRANSFER OF RIGHT(S) 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.

如轉讓供股股份的認購權，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的權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓其／彼等全部供股股份認購權的合資格股東填寫及簽署)

To: The Directors,
Winfoong International Limited

致：榮豐國際有限公司*
列位董事台照

Dear Sir/Madam,
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／吾等的供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的該(等)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 : _____ 2009

日期：二零零九年_____月_____日

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

填妥此表格後，轉讓人須繳付從價印花稅。

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 right(s) to subscribe for the Rights Share(s) have been transferred)
(只供承讓供股股份認購權的人士填寫及簽署)

To: The Directors,
Winfoong International Limited

致：榮豐國際有限公司*
列位董事台照

Dear Sir/Madam,
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 of association and the bye-laws of the Company.

敬啟者：
本人／吾等謹請貴董事會將表格甲的乙欄所列的供股股份數目，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章程所載條款，以及在貴公司的組織章程及公司細則規限下，接納此等供股股份。

Existing Shareholder(s) Please mark "X" in the box 現有股東請於欄內填上「X」符號	
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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的申請人的地址。
For Chinese applicant(s), please provide your name in both English and Chinese.
華裔申請人請填寫中英文姓名。

Name in English 英文姓名	Family name (姓氏)	Other names (名字)	Name in Chinese 中文姓名
Full name(s) of applicant or joint applicant(s) (if any) 申請人或聯名申請人(如有)			
Address in English 英文地址			
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
		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 : _____ 2009

日期：二零零九年_____月_____日

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

填妥此表格後，承讓人須繳付從價印花稅。

* For identification purpose only
* 僅供識別