Hong Kong branch share registrar and transfer office: 香港股份過戶登記分處:

UNION REGISTRARS LIMITED

18/F, Fook Lee Commercial Ce Town Place, 33 Lockhart Road, Wanchai, Hong Kong

聯合證券登記有限公司

The whole of this document must be returned to be valid.

本文件必須整份交回方為有效。

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

IMPORTANT

If you are in any doubt as to any aspect of this document or as to the action to be taken, or if you have sold all or part of your shares in Vitop Bioenergy Holdings Limited (the "Company"), you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

In 予算本文件任何方面或是积极之行動效用任何疑问。该 图下如亡告出 图下名下所有或部份天年生物控股有限公司*(「本公司」)之股份,應諮詢 图下之特牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

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 TUESDAY, 12 JULY 2011. 此乃有價值及可轉讓之文件・敬請 閣下即時處理。本文件所載之要約及隨附之額外供股股份申請表格於二零一一年七月十二日(星期二)下午四時正截止。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("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 香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」及香港中央結算有限公司(「香港結算」)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,並明確表示感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不確任何責任。

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and now such arrangements may affect your rights and interests.

**A 公司股份之質賣可透過由唇疮起异爱性之中央药异及之收系统 (1中央新异系统) 2分。 閣下應款债务之收安排之情及联务安排如何影響 閣下之權利及權益・諮詢 閣下之特牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this provisional allotment letter, together with a copy of the rights issue prospectus dated Monday, 27 June 2011 (the "Prospectus") and the related form of application for excess Rights Shares 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 in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility for the contents of any of these documents.

本書定配碼與用書,連同日期戶二零一一年六月二十七日(星期一)之供股章程(「章程」)及有關額外供股股份申請表格,已按照香港法例第32章公司條例第342C條之規定,向香港公司註冊處登記。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該等文件之內容概不負責。

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 the respective commencement date of dealings in the Rights Shares in their nil-paid and fully-paid forms 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 f+x橡胶 医皮胶 大供胶份 经产品的工作 CASS 在工作中,以下的工作,以下的工作,以下的工作中,以下的工作,

待未繳股款及繳足股款 其他日期起,可在中央 系統運作程序規則進行

Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. 除文義另有所指外,章程所界定之詞彙與本通知書所採用者具有相同涵義。

ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, ION REGISTRARS LIMITED, AT 18/F, FOOK LEE COMMERCIAL CENTRE, TOWN PLACE, 33 LOCKHART ROAD, WANCHAI HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN XC BELLOWS SO ASTO BE RECEIVED BY NOT LATER THAN 4:00 PM. ON TUESDAY, 12 JULY 2011, CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK HONG KONG AND MADE PAYABLE TO "VITOP BIOENERGY HOLDINGS LIMITED — RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT

OVERLEAF. 關予如欲接納本文件所指的全部看定配額,須將本文件整份建同下列丙傳所示港元款額的股款,在不選於二零一一年七月十二日(星期二)下午四時正交回本公司之香港股份幾戶登記分處聯合證券登記有限公司,地址為香港灣仔駱克道33號中央 廣場福利商業中心18樓。支票必須由香港持牌銀行的銀行戶口開出,而銀行本票必須由香港持牌銀行發出,並註明抬頭人為[VITOP BIOENERGY HOLDINGS LIMITED 一 RIGHTS ISSUE ACCOUNT』,及以「只准入拾頭人賬戶」劃線方式開出。 有關轉讓及分務的指示均最分背頁。



VITOP BIOENERGY HOLDINGS LIMITED

(天年生物控股有限公司)*

(Incorporated in the Cayman Islands with limited liability) (於開曼群島註冊成立之有限公司) 於開曼群島註冊成立之有限公司 (Stock Code 股份代號: 1178)

PROPOSED RIGHTS ISSUE OF NOT LESS THAN 294,261,987 AND NOT MORE THAN 334,261,987 RIGHTS SHARES
AT HK\$0.25 EACH
ON THE BASIS OF ONE (1) RIGHTS SHARE
FOR EVERY THREE (3) SHARES HELD ON THE RECORD DATE

按記錄日期每持有三(3)股股份 可獲配一(1)股供股股份為基準以每股0.25港元發行不少於294,261,987股

及不多於334,261,987股供股股份之建議供股 PROVISIONAL ALLOTMENT LETTER 暫定配額涌知書

Principal place of business in Hong Kong: 香港主要營業地點:

Suites 913-917, 9/F. Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

香港 灣仔港灣道30號 新鴻基中心9樓 913-917室

Registered Office: 註冊辦事處: Cricket Square Hutchins Drive, P.O. Box 2681,

Grand Cayman KY1-1111, Cayman Islands

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址	ВС	T か X A 早欄	Fotal number of Shares registered in your name(s) on Friday, 24 June 2011 於二零一一年六月二十四日 (星期五)以 閣下名義登記之股份總數
	PO	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 Tuesday, 12 July 2011 電空記号予 图下之供股份數目 · 股款須在不遲於二零一一年七月十二日(星期二)下午四時正接納時繳足
		Ž欄 L	
		Æ	Fotal subscription monies payable 意識認購股款總額
	i	X C 丙欄 HK\$ 巷元	
Contact telephone no.: 聯絡電話:		L	
No person receiving a provisional allotment letter for Rights Shares, in any jurisdiction other than Hong Kong may treat it as an offer or an invitation to apply for the Rights Shares, unless in the relevant jur	sdiction such an offer or invitation to apply for the	Rights Sh	ares could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. It is the responsibility of anyone

In this gaid, permission on or before the formit flustrates by, where the Acceptance base, in the Control Manufacts by and or the Acceptance base, the Control Manufacts by and or the Acceptance base, the Control Manufacts between the Control Manu

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VITOP BIOENERGY HOLDINGS LIMITED

(天年生物控股有限公司)*

(Incorporated in the Cayman Islands with limited (Stock Code: 1178)

In accordance with the terms set out in the rights issue prospectus dated Monday, 27 June 2011 (the "Prospectus") despatched to Qualifying Shareholders of Vitop Bioenergy Holdings Limited (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of one (1) Rights Shares for every three (3) Shares of HK\$0.025 each in the Company registered in your name as at the close of business on Friday, 24 June 2011 (the "Record Date") at HK\$0.25 per Rights Share. Your holding of Shares as at the Record Date 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 when used herein unless the context requires otherwise

No action (including registration or filing under any applicable legislation of any jurisdiction other than Hong Kong) has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus, the provisional allotment letter and the form of application for excess Rights Shares in any jurisdiction other than Hong Kong, Accordingly, no provisional allotment of Rights Shares will be made to the Excluded Shareholders. The Company will not end copies of the Prospectus to the Excluded Shareholders, and the Company will not send any provisional allotment letter or from of application for excess Rights Shares to the Excluded Shareholders. The Company will not send any provisional allotment letter or from of application for excess Rights Shares to the Excluded Shareholders. The case of the Rights Shares which would have been allotted to the Excluded Shareholders had they been Qualifying Shareholders, the Company shall use its reasonable endeavours to procure that all or as many as possible of such Rights Shares are sold on the Stock Exchange, in nil-paid forms at such a premium in excess of the expenses of sale as may reasonably be obtained as soon as preciable after the commencement of dealings in the hill-paid Rights Shares but before the lapid Rights Shares with would have such as the provisional proceeds of sale of the nil-paid Rights Shares, and the dealures in the Excluded Shareholders according to their respective entitlements on the Record Date, except that any individual amounts of HKS100 or less will be retained for the use and benefit of the Company, Rights Shares which would have been provisionally allotted to the Excluded Shareholders and which are not sold, and Rights Shares shares who have been provisionally allotted to the Excluded Shareholders and which are not sold, and Rights Shares shares when we have been provisionally allotted to the Excluded Shareholders and which are not sold, and Rights Shares shares when we have been provisionally allotted to the Excluded Shareholders a

No person receiving a provisional allottenent letter or a form of application for excess Rights Shares or accused with the relevant jurisdiction such as offer or an invitation to apply for Rights Shares or excess Rights Sh

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the Shares then in issue. 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 Rights Shares.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's Hong Kong branch share registrar and transfer office, Union Registrars Limited, at 18/F, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance of the number of Rights Shares provisional yallotted to you as set out in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 12 July 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Vitop Bioenergy Holdings Limited — Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment letter and the Prospectus and subject to the memorandum and articles of association of the Company.

It should be noted that unless this provisional allotment letter, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Tuesday, 12 July 2011, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

EALESS RIGHTS SHARES
If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying form of application for excess Rights Shares as indicated thereon and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by not later than 4:00 p.m. on Tuesday, 12 July 2011. All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Vitop Bioenergy Holdings Limited — Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but applicants are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

If you wish to transfer all of your 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 Shares. 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 Registrar so as to be received by not later than 4:00 p.m. on Tuesday, 12 July 2011. 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.

SPI ITTING If you wish to accept only part of your provisional allotment or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you under this provisional allotment letter or to transfer all or part of your rights to more than one person to subscribe for the Rights Shares provisionally allotted under this provisional allotment letter, this original provisional allotment letter must be surrendered by not later than 4:30 p.m. on Monday, 4 July 2011 to the Registrar, who will cancel this original provisional allotment letter and issue new provisional allotment letter(s) in the denomination(s) required. This provisional allotment letter contains full information regarding the procedures to be followed if you wish to accept only part of your provisional allotment or if you wish to transfer all or part of your provisional allotment.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that under the Underwriting Agreement, if at any time prior to 4:00 p.m. on the second Business Day after the Acceptance Date (which is expected to be Thursday, 14 July 2011):

- the occurrence of the following events would, in the opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or otherwise makes it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:
 - the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever;
 - the occurrence of 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, currency or other nature (whether or not sui generis with any of the foregoing or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict); or (ii)
 - the occurrence of any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities);
- any change occurs in the circumstances of the Company or any member of the Group which would materially and adversely affect the prospects of the Group as a whole;
- the Company commits any breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement:
- 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 in any respect 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 and adverse change in the business, financial or trading position or prospects of the Company as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or
- (e) the Company shall, after any matter or event referred to in the Underwriting Agreement has occurred or come to the attention of the Underwriter, fail promptly to send out any announcement or circular (after the despatch of the Rights Issue 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,

then and in any such case the Underwriter may, upon giving notice to the Company, terminate the Underwriting Agreement with immediate effect. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

It should also be noted that the Rights Issue is conditional upon the following: (a)

- the signing and certification of the Rights Issue Documents by the Directors: the Underwriting Agreement is not terminated by the Underwriter: (b)
- the delivery to the Stock Exchange and filing and registration with the Registrar of Companies in Hong Kong respectively of the Rights Issue Documents in compliance with section 342C(3) of the Companies Ordinance (and all other documents required to be attached thereto) and otherwise complying with the requirements of the Companies Ordinance and the Listing Rules;
- if required, the filing with Registrar of Companies in the Cayman Islands one copy of the Rights Issue Documents duly signed by either all Directors or one of the Directors (for and on behalf of all the Directors) and all other documents to be attached thereto and otherwise in compliance with the Companies Law;
- the posting of copies of the Rights Issue Documents to the Qualifying Shareholders
- compliance by the Company with its obligations under the Underwriting Agreement; (f)
- the Listing Committee of the Stock Exchange agreeing to grant the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms either unconditionally or subject to such conditions which the Company accepts and the satisfaction of such conditions (if any and where relevant) by no later than the Posting Date and not having withdrawn or revoked such listing and permission on or before the fourth Business Day after the Acceptance Date;
- each of the holders of all outstanding Convertible Notes having provided to the Underwriter irrevocable undertaking for agreeing not to exercise any right to convert any part of the Convertible Notes into Shares under the Convertible Notes on or before the Record Date unless with prior written consent of the Underwriter and the Underwriter shall give consent to conversion of such part of the Convertible Notes if the holder of such part shall have provided the Underwriter with an irrevocable undertaking to rundertaking to take up the Rights Shares which will be issued in connection with the Shares to be issued by the Company to the holder on or before the Record Date following exercise of the conversion rights regarding the said part of the Convertible Notes.

In the event that any of the above conditions is not satisfied at any time prior to 4:00 p.m. on the second Business Day after the Acceptance Day (which is expected to be Thursday, 14 July 2011) (save condition (g) above which shall be satisfied on or before the fourth Business Day after the Acceptance Date), the Underwriting Agreement shall, save in respect of certain provisions therein, terminate and the obligations of the Company and the Underwriter shall cease and be null and void upon such termination and none of the Company and the Underwriter shall, save in respect of any right or liability accrued under the Underwriting Agreement before such termination, have any right against or liability towards the other arising out of or in connection with the Underwriting Agreement.

It should be noted that the Shares have been dealt with on an ex-rights basis since Thursday, 16 June 2011 and that the Rights Shares are expected to be dealt with in their nil-paid form from Wednesday, 29 June 2011 to Thursday, 7 July 2011, both days inclusive. Any dealings in the Shares from now and up to 4:00 p.m. on the second Business Day after the Acceptance Date (which is expected to be Thursday, 14 July 2011), being the time and date by which all the conditions to which the Rights Issue is subject are required to be fulfilled before the Rights Issue becomes unconditional and when the right of the Underwriting Agreement is to lapse, and any dealings in the Rights Shares in their nil-paid form between Wednesday, 29 June 2011 to Thursday, 7 July 2011, both days inclusive, are accordingly subject to the risk that the Rights Issue may not proceed. If the Rights Issue becomes the Rights Shares in their nil-paid form between Wednesday, 2011, Shares In their nil-paid form sould such application monies received will be refunded to the applicants without interest by means of cheques to be despatched by ordinary mail at the risk of such applicants on about Monday, 18 July 2011. Sharesholders and potential investors should therefore exercise caution when dealing in the Shares in their nil-paid form and, if they are in any doubt about their position, they should consult their professional adviser(s).

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders for the Rights Shares will be presented for payment immediately following receipt and all interest earned on such monies, if any, will be retained for the use and benefit of the Company. If any cheque or cashier's order is dishonoured on first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be

CERTIFICATES FOR RIGHTS SHARES

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary mail to those Qualifying Shareholders or their transferees who have paid for and have accepted the Rights Shares, at such persons' risk on or about Monday, 18 July 2011. Where any entitlement to Rights Shares in fully-paid form exceeds one board lot, it is proposed, the relevant Qualifying Shareholders or their transferees will receive one share certificate for the allotment of Rights Shares.

Lodgement 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 certificates for Shares.

This provisional allotment letter and any acceptance of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available at the principal place of business of the Company in Hong Kong, at Suites 913-917, 9/F. Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong and the Registrar, at 18/F, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong during normal business hours.

By completing, signing and submitting this provisional allotment letter, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company at lace the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business in Hong Kong, at Suites 913-917, 9f. Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Registrar at its addresses to out above.



VITOP BIOENERGY HOLDINGS LIMITED

(天年生物 控股有限公司)*

敬啟者:

茲根據寄發予天年生物控股有限公司(「本公司」)合資格股東日期為二零一一年六月二十七日(星期一)之供股章程(「章程」)所載條款・董事已按於二零一一年六月二十四日(星期五)(『記錄日期』)營業時間結束時登記 在 閣下名下每持有本公司三(3)股每股面值0.025港元之股份可獲配一(1)股供股股份之基準,以每股供股股份0.25港元之價格,向 閣下暫定配發供股股份。 閣下於記錄日期持有之股份總數載列於甲欄。 閣下獲暫定 配發之供股股份數目載列於乙欄。除文義另有所指外,章程所界定之詞彙與本通知書所採用者具有相同涵義。

高级之心版版的數寸級为版已圖 (MAQQA)(1976) 一种区价定处回避实于地域。 本公司並無採取任何行動。包括根據香港以外任何司法權區的任何國用法例建立存檔),以批准在香港以外任何司法權區發售供股股份或派發章程、暫定配額通知書及額外供股股份申請表格,故除外股東將不會獲暫 定配發任何供股股份。本公司將向除外股東(如有)寄發章程,惟僅供其參考之用,但不會向除外股東寄發任何暫定配額通知書或額外供股股份申請表格。至於在除外股東若能成為合資格股東的情況下原應可獲配發的供股 股份,在未繳股款供股股份所得款資淨額(經刊除開支)將會根據在記錄日期除外股東各自獲享配額的 未繳股款供股股份所得款項淨額(經刊除開支)將會根據在記錄日期除外股東各自獲享配額的以該无向後等分派,惟仅07毫元或以下的款項將由本公司保留自用,利益歸本公司所有。原應暫定配發予除外股東並且未予 出售之供股股份份足已暫定配發但未獲接納之供股股份,在額外供股股份申請表格條款的規限下,將可供申請人以隨附之額外供股股份申請表格申請額外認購。

任何人十於香港以外任何司法權區接種暫定配籍通知書或籍外供股股份申請表格,概不得將之視為申請供股股份或籍外供股股份之要約或激請,除非在有關司法權區內於毋須遵守任何登記或其他法律或監管規定之情況下

供股股份(經配發、發行及繳足股款後)將於各方面均與屆時已發行股份享有同等權益。繳足股款供股股份之持有人將有權收取在供股股份配發及發行日期後可能宣派、作出或派付之一切未來股息及分派。

閣下如欲接納暫定配額,須在不遲於二零一一年七月十二日(星期二)下午四時正將本暫定配額通知書整份,連同在丙欄所示接納暫定配發予 閣下之供股股份數目時須繳付之全部股款,送交本公司之香港股份過戶登記分 處聯合證券登記有限公司,地址為香港灣仔駱克道33號中央廣場福利商業中心18樓([過戶登記處])。全部股款須以港元支付。支票必須由香港持牌銀行之銀行戶口開出,而銀行本票必須由香港持牌銀行發出,並註明抬頭 人為「Vitop Bioenergy Holdings Limited一Rights Issue Account」,和以「只准入抬頭人賬戶」劃線方式開出。該等付款將構成按本暫定配额通知書與章程之條款,並在本公司之組織章程大網及組織章程細則之規限下 接納暫定配額

務請注意,除非本慙定配額通知書連局丙繼所示之應繳股款在不遲於二零一一年七月十二日(星期二)下午四時正,由原有承配人或確有效蘸讓供股權之任何人十按上文所述交回,否則 關下之慙定配額及一切有關權利將

額外供股股份

閣下如欲申請認購 閣下所獲暫定配發以外之任何供股股份,必須按隨附之額外供股股份申請表格之指示將表格填妥及簽署,連同就所申請認購額外供股股份須在申請時全數繳付之獨立股款,須在不遲於二零一一年七月 十二日(星期二)下午四時正交回過戶登記處。全部股款必須以港元支付。支票必須由香港持牌銀行之銀行戶口開出,而銀行本票必須由香港持牌銀行發出,並註明抬頭人為「Vitop Bioenergy Holdings Limited - Excess Application Account」,以及以「只准入抬頭人賬戶」劃線方式開出。務請注意,董事將按公平合理基準分配额外供股股份,惟並不保證申請人可獲配發全部或任何其申請認購之额外供股股份。

輔 譲 閣下如欲將獲暫定配發之供股股份全部轉讓他人,須填妥及簽署轉讓及提名表格(表格乙),並將本暫定配額通知書交予 閣下欲轉讓供股股份之人士或經手轉讓之人士。承讓人則須填妥及簽署登記申請表格(表格丙),並 將本暫定配額通知書整份連同丙欄所示須在接納時繳足之全部股款,須在不運於二零一一年七月十二日(星期二)下午四時正交回過戶登記處。務請注意, 閣下在轉讓有關供股股份之認講權時須繳納香港印花税。

分拆

2~5.1. 間下如欲只接納部份暫定配額或將 閣下根據本暫定配額通知書獲暫定配發認購供股股份之部份權利轉讓或將 閣下根據認購本暫定配額通知書獲暫定配發認購供股股份之所有或部份權利轉讓予多於一名人士,則本原有 之暫定配額通知書類在不遲於二零一一年七月四日(星期一)下午四時三十分交回過戶登記處予以註銷,而過戶登記處將按所要求之股份面額發出新暫定配額通知書。本暫定配額通知書載有有關 閣下接納部份暫定配額或 轉讓 閣下全部或部份暫定配額時應辦理的手續的全部資料。

终止句銷協議

務請注意,根據包銷協議,倘在接納日期後第二個營業日(預期為二零一一年七月十四日(星期四))下午四時正前任何時間:

- (a) 發生以下事件,而包銷商認為將會對本集團整體之業務、財務或經營狀況或前景造成重大不利影響,或導致本公司或包銷商不宜或不應繼續進行供殷:
 - (i) 頒佈任何新法例或規例,或現有法例或規例(或相關司法詮釋)出現任何變動或發生不論任何性質之其他有關事件;
 - 發生任何地區、國家或國際間之政治、軍事、金融、經濟、貨幣或其他性質(無論是否與上述任何性質相似,或屬於任何地區、國家或國際間之敵對行為或武裝衝突爆發或升級)之事件或變動(無論是否屬於於包銷協議日期之前及/或之後發生或持續出現之連串事件或變動之一部份);或 (ii)
 - (iii) 香港之市場狀況或綜合發生之多種情況出現任何變化(包括但不限於證券買賣暫停或受嚴重限制);
- (b) 本公司或本集團任何成員公司之狀況發生任何變化而會對本集團整體之前景構成重大不利影響;
- 本公司違反或未有導從包鎖協議下明文指定由其承擔或遵守之任何義務或承諾; (c)
- 包銷商接獲根據包銷協議發出之通知或循其他途徑獲悉包銷協議所載任何聲明或保證於作出當時屬失實或不確,或於按包銷協議所訂重述時在任何方面屬失實或不確,而包銷商合理認為任何該等失實聲明或保證顯示或可能顯示本公司整體之業務、財務或經營狀況或前景出現重大不利變動,或很可能對供股造成重大不利影響;或 (d)
- (e) 本公司於包銷協議所述之任何事項或事件發生或為包銷商得悉後,未有按包銷商可能合理要求之方式(及(如適用)內容)迅速發送任何公告或通函(於寄發供股文件後),以防止本公司證券之虛假市場形成,

而在此情况下,包銷商可向本公司發出通知即時終止包銷協議。若包銷協議被終止,則供股將不會進行。

另務請注意,供股須待下列條件達成後,方可作實:

- (a) 董事簽署及認證供股文件:
- (b) 包銷商並無終止包銷協議
- (c) 根據公司條例第342C(3)條分別向聯交所遞交及送交香港公司註冊處存檔並登記供股文件(及隨附之所有其他必需文件),以及遵照公司條例及上市規則規定辦理其他事項:
- (如需要)由全體董事或一名董事(代表全體董事)正式簽署之供股文件之副本及隨附之所有其他文件以及公司法規定之其他文件送交開曼群島公司註冊處存檔: (d)
- (e) 向合資格股東寄發供股文件副本:
- (f) 本公司已遵守其於包銷協議下之責任:
- 聯交所上市委員會同意無條件或按本公司接納之條件批准供股股份以未繳股款及繳足股款形式上市及買賣,惟該等條件(如有及倘相關)於寄發日期前經已達成,且在接納日期後第四個營業日或之前並無撤回或撤銷 (g) 上市地位及批准
- 所有尚未行使可換股票據之各持有人已向包銷商作出不可撤回承諾,同意於記錄日期或之前不會根據可換股票據行使任何權利,將任何部份可換股票據轉換為股份,除非獲包銷商事先作出書面同意,且倘有關部份 之持有人已向包銷商作出不可撤回承諾,承諾將會認購於上述有關部份之可換股票據之轉換權獲行使後就本公司於記錄日期或之前將向持有人發行之股份而將予發行之供股股份,包銷商方同意轉換部份可換股票據。

倘若上述任何條件並未在接納日期後第二個營業日(預期為二零一一年七月十四日(星期四))下午四時正之前任何時間(上文條件(g)除外,該條件將於接納日期後第四個營業日或之前達成)達成,則包銷協議(除協議內若干條款外)將會終止,而本公司及包銷商之責任亦告終止,並在終止時即告無效及失效;而本公司及包銷商任何一方將不會因為或就包銷協議向另一方具有任何權利或負上任何責任(惟相關終止前根據包銷協議之若干條文及 包銷協議向另一方具有任何權利或負上任何責任(惟相關終止前根據包銷協議之若干條文及 所產生之任何權利或責任除外)

務請注意,股份已由二零一一年六月十六日(星期四)起以除權方式賈賣。供股股份預期由二零一一年六月二十九日(星期三)起至二零一一年七月七日(星期四)(包括首尾兩天)以未繳股款方式賈賣。凡於即日起至接納日期後第二個營業日(預期為二零一一年七月十四日(星期四))下午四時正(即所有供股條件必須於供股成為無條件前達成及包銷商有權終止包銷協議之最後期限已過去之時間及日期)進行之任何股份賈賣,以及於二零一一年六月二十九日(星期三)至二零一一年七月十四日(星期四)(包括首尾兩天)進行未缴股款供股股份之任何賈賣,將因此承擔供股未必進行之風險。倘供股未能進行,收取之申請款項將於二零一一年七月十八日(星期一)或前後不計利息以普通郵寄方式寄發支票退還予申請人,郵誤風險概由申請人自行承擔。因此,股東及潛在投資者在買賣股份或未繳股款供股股份時務必審慎行事;如彼等對本身之情况有任何疑問,應諮詢彼等之專業顧問。

支票及銀行本票

所有供股股份之支票及銀行本票將在收訖後隨即過戶,而自該等款項所赚取之所有利息(如有)將由本公司保留自用,利益歸本公司所有。倘任何支票或銀行本票於首次過戶時未能兑現,則本暫定配額通知書可被拒絕受理。 在此情況下,暫定配額及一切有關權利將視作已被放棄並將被註銷。

供股股份股票

缴足股款供股股份股票預期在二零一一年七月十八日(星期一)或前後,以普通郵寄方式向已缴股款並接納供股股份之合資格股東或其承讓人寄發,郵誤風險概由該等人士自行承備。倘獲配之繳足股款供股股份多於一手買 賣單位,則相關合資格股東或其承讓人將就供股股份之配額收取一張股票。

一般資料

本暫定配額通知書連同由瀋發暫定配額通知書人士所簽署之麟讓及提名表格(如適用)一經交回,即確實證明交回上述文件之人士(一名或多名)有權處理本暫定配額通知書,並有權收取分拆後之配額通知書及/或股票。 本暫定配額涌知書及任何接納當中所載要約之事官須受香港法例所規管及據此予以詮釋。

載述供股詳情之章程,於一般辦公時間內在本公司之香港主要營業地點(地址為香港灣仔港灣道30號新鴻基中心9樓913-917室)及過戶登記處(地址為香港灣仔駱克道33號中央廣場福利商業中心18樓)可供索取。

填妥、簽署及交回本暫定配額通知書,則表示 閣下同意向本公司、過戶登記處及/或彼等各自之顧問及代理披露個人資料及彼等所需而有關 閣下或 閣下為其利益而接納暫定配發供股股份的人士的任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或過戶登記處是否持有其個人資料,索取有關資料的副本,以及改正任何不準確之資料。根據《個人資料(私隱)條例》,本公司及過戶登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或改正資料或有關政策及惯例以及持有資料種類之資料之所有要求,應寄往本公司位於香港之主要營業地點(地址為香港灣仔港灣道30號新鴻基中心9樓913-917室)或根據適用法律不時通 知之地點並以公司秘書為收件人,或(視情況而定)寄往位於上述地址之禍戶登記處。

列位合資格股東 台照

天年生物控股有限公司 韓慶雲

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

在任何轉讓本文件代表之供股股份配額時,每項買賣均須繳付從價印花税。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税。在登記任何轉讓本文件代表之供股股份配額前,須出示已繳付從價印花稅之證明。

Form B 表格乙

FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

...iab (aa) ta taaaafaa all af bia/baa/ita/thair riabt/a) ta aubaariba faatha Biabta Cha

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To: The Directors VITOP BIOENERGY HO	LDINGS LIMITED							
致: 天年生物控股有限公司* 列位董事 台照								
Dear Sirs, I/We hereby transfer all of my/application form (Form C) belo	our rights to subscribe for the R	ights Shares comprised in this provisional allotment	letter to the person(s) a	ccepting	the same a	and signin	ig the reg	jistration
敬啟者: 本人/吾等謹將本暫定配額通知	印書所列本人/吾等之供股股份	認購權利悉數轉讓予接受此權利並簽署下列登記申請	表格(表格丙)之該(等)	人士。				
1	2	3		. 4				
	Signatur	re(s) (all joint shareholders must sign) 簽署(所有聯行	名股東均須簽署)					
NOTE: Hong Kong stamp d	utv is pavable in connection	with the transfer of your rights to subscribe for	Rights Shares.	日期:	: 二零一一年	F	月	E
附註:轉讓 閣下之供股股份	認購權利須繳付香港印花税。	with the transfer of your rights to subscribe for						
Form C 表格丙		REGISTRATION APPLICATION FOR 登記申請表格	М					
(To	be completed and signed only	by the person(s) to whom the rights to subscribe fo (只供承讓供股股份認購權利之人士填寫及簽署	r the Rights Shares are	e being tr	ansferred)			
To: The Directors VITOP BIOENERGY HO	LDING LIMITED	(八)八个的人以及以以即為一种也以之八十一名而以及一个	,					
致:天年生物控股有限公司*	EDINO EIMITED							
列位董事 台照 Dear Sirs,								
I/We request you to register the	e number of the Rights Shares r	mentioned in Box B of Form A in my/our name(s) and oct to the memorandum and articles of association o	I I/we agree to accept the the Company.	ne same o	on the term	s set out	in this pro	ovisional
敬啟者: 本人/吾等謹請 閣下將表格F	中內乙欄所列之供股股份數目登	記在本人/吾等名下。本人/吾等同意依照本暫定配額	頭通知書及隨附之章程所	f載條款 :	, 並在 貴公	公司之公司	引組織章和	涅大綱及
組織章程細則之規限下接納此等		in DLOCK LETTERS in ENCLICIT In internal and income	مام ومعاملات ومن مرتب ادار					
		in BLOCK LETTERS in ENGLISH. Joint applicants shot 請用 英文正楷 填寫。聯名申請人只須填報一個地址	0					
Name in English 英文姓名	Family Name 姓氏	Other Names 名字	Nam in Chin 中文始	ese				
Name Continuation and/or Name(s) of Joint Applicants								
姓名(續)及/或聯名申請人姓名								
Address								
地址								
Occupation 職業			Tel. N 電話號					
		Dividend Instructions 派息指示						
Name & Address of Bank 銀行名稱及地址				Bank A	ccount No.	銀行賬戶	淲碼	
数11右悟及地址			Bank 銀行 E	Branch 分行	ř	Account	賬戶	
1	2	3		4				
		(s) (all joint applicants must sign) 簽署(所有聯名						
			Date: 日期:二	.零	F			,2011 目
				-				

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。