

IMPORTANT
重要提示

Please staple
your payment
here
請將股款
緊釘在此

Reference is made to the prospectus (the "Prospectus") issued by Fosun International Limited (the "Company") dated 25 April 2014 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.
茲提述復星國際有限公司（「本公司」）於2014年4月25日就供股發行發之招股章程（「招股章程」）。除文義另有所指外，於供股章程中所界定之詞彙與本文件採用者具相同涵義。
IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT A LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.
閣下如對本文件之內容或應採取之行動有任何疑問或如閣下已出售閣下全部或部份本公司之股份，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。
THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRE AT 4:00 P.M. ON 13 MAY 2014.
本文件具有價值及可轉讓，務請閣下立即處理。本文件所載之提呈要約及隨附之額外申請表格於2014年5月13日下午四時正失效。

Deals in the securities of the Company and the nil-paid Rights Shares and the Rights Shares may be settled through CCASS and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests. Existing Shares have been dealt in on an ex-rights basis from 15 April 2014. Dealings in the nil-paid Rights Shares will take place from 29 April 2014 to 8 May 2014 (both days inclusive).
本公司證券、未繳股款供股股份及供股股份之買賣可通過中央結算系統進行交易。閣下應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解結算安排詳情以及有關安排可能如何影響閣下之權利及權益。自2014年4月15日起，現有股份已按除權基準進行交易。未繳股款供股股份將於2014年4月29日至2014年5月8日（首尾兩天包括在內）期間買賣。此 provisional allotment letter in relation to the Rights Issue (the "Provisional Allotment Letter") and any acceptance of and application made under it are governed by and shall be construed in accordance with the laws of Hong Kong.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited ("Stock Exchange") and the 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，概不對因本文件全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Subject to the granting of the listing of, and permission to deal in, the nil-paid Rights Shares and the Rights Shares on the Stock Exchange, and subject to compliance with the stock admission requirements of HKSCC, the nil-paid Rights Shares and the Rights Shares will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the nil-paid Rights Shares and the Rights Shares or such other date(s) 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 the "CCASS Operational Procedures" in effect from time to time.

於未繳股款供股股份及供股股份獲聯交所批准上市及買賣並符合香港結算公司之股份收納規定後，未繳股款供股股份及供股股份將獲香港結算公司接納為合資格證券，自未繳股款供股股份及供股股份各自開始買賣之日或香港結算公司指定之其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統內交收。中央結算系統內之一切活動均須根據不時有效之《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。

FOSUN 復星

復星國際有限公司

FOSUN INTERNATIONAL LIMITED

(Incorporated in Hong Kong with limited liability)

(在香港註冊成立之有限公司)

(Stock Code: 00656)

(股份代號: 00656)

RIGHTS ISSUE OF 500,884,371 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$9.76 PER RIGHTS SHARE
ON THE BASIS OF 39 RIGHTS SHARES FOR EVERY 500 SHARES
HELD ON THE RECORD DATE

按於記錄日每持有500股股份獲配發39股供股股份的基準
以每股供股股份9.76港元的認購價發行500,884,371股供股股份的供股

PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN

4:00 P.M. ON 13 MAY 2014

股款須不遲於2014年5月13日

下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Share Registrar:
Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor, Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong
股份過戶登記處：
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:
Room 808, ICB Tower
3 Garden Road
Central
Hong Kong

註冊辦事處：
香港
中環
花園道3號
中國工商銀行大廈808室

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

Blank area for shareholder name and address.

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

Identifier
識別號

Name of bank on which cheque/
banker's cashier order is drawn:
支票/銀行本票的付款銀行名稱：

Cheque/banker's cashier
order number:
支票/銀行本票號碼：

Please insert your contact telephone no:
請填上閣下聯絡電話號碼：

A copy of this form, together with a copy of the Prospectus and a copy of the Excess Application Form have been registered by the Registrar of Companies in Hong Kong as required by Section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the laws of Hong Kong. The Securities and Futures Commission and the Registrar of Companies in Hong Kong take no responsibility for the contents of any of these documents.

The Prospectus Documents have not been and will not be registered or filed under the applicable securities or equivalent legislation of any jurisdictions other than Hong Kong. No action has been taken to permit the offering of the nil-paid Rights Shares or the Rights Shares or the distribution of the Prospectus Documents in any territory outside Hong Kong.

No person receiving the Prospectus or a Provisional Allotment Letter or an Excess Application Form in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in a territory where such an offer or invitation would lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to accept the provisionally allotted Rights Shares or make an application for excess Rights Shares to satisfy itself/himself/herself/themselves, before acquiring any rights to accept the provisional allotment of Rights Shares or to apply for excess Rights Shares, as to the observance of the laws and regulations of all relevant territories, including obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing. The Company reserves the right to refuse to accept any acceptance of provisionally allotted Rights Shares or any application for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

任何人士如在香港以外任何地區接獲招股章程或暫定配額通知書或額外申請表格，務請在該有關地區符合法律並有關呈報或披露或向當地辦理任何登記手續或符合該地區之任何法例及其他監管規定，否則不可視作申請供股股份或額外供股股份之提呈要約或邀請。任何身處香港以外地區之人士如有意接納暫定配額之供股股份或申請額外供股股份，在取得獲接納供股股份之暫定配額或申請額外供股股份之任何權利前，必須自行遵守有關地區之所有法例及規則，包括在不影響前述者下取得任何政府或其他方面同意及就此通知書之附頁，而繳款將不會獲發收據。任何有意接納供股股份或申請額外供股股份之申請會違反任何司法權區之適用證券法例或其他法例或規則，則本公司保留拒絕接納該等申請之權利。

Each person accepting the provisional allotment specified in this document:
凡接納本文件所載之暫定配額之每位人士均：

- confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this Provisional Allotment Letter and in the Prospectus and agrees to be bound by them; and
- agrees that this Provisional Allotment Letter, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

閣下如全數接納供股股份之暫定配額，必須將本文件整份連同以港元繳付上列丙欄所示之款項，於2014年5月13日下午四時正前交回於招股章程中所述之中國工商銀行（亞洲）有限公司之任何指定分行。除經本公司另行同意，所有款項均須以支票或銀行本票以港元繳付。支票及銀行本票須由香港持牌銀行發出。所有該等支票或銀行本票須註明抬頭人為「中國亞洲代理人有限公司－復星國際－暫定配額供股」，並須以劃線方式開出。有關轉讓及分析之指示載於本暫定配額通知書之附頁，而繳款將不會獲發收據。

The Rights Issue is conditional upon the fulfillment of the conditions set out in the paragraph headed "Conditions of Rights Issue and Underwriting Agreement" under the section headed "Letter from the Board" of the Prospectus. If the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. If the Underwriter terminates or rescinds the Underwriting Agreement, the Rights Issue will not proceed.

供股須待供股章程中「董事會函件」一節「供股及包銷協議的條件」一段所載之條件達成後，方可作實。倘供股之條件未能達成，則供股將不會進行。倘包銷商終止或解除包銷協議，則供股將不會進行。

The Underwriting Agreement contains provisions entitling the Underwriter by notice in writing (and after consultation with the Company) to terminate the Underwriting Agreement upon occurrence of certain events.

包銷協議規定，包銷商若于條件達成後以書面通知終止包銷協議，則供股將不會進行。

倘包銷協議未能成為無條件或根據其條款終止，則供股將不會進行。
Any person contemplating buying or selling Shares from the date of the Announcement up to the date on which all the conditions of the Rights Issue are fulfilled, and any buying or selling of the nil-paid Rights Shares between 29 April 2014 and 8 May 2014 (both days inclusive) bear the risk that the Rights Issue may not become unconditional or may not proceed.

任何人士如擬在公告刊發日期至所有供股條件達成日期期間購買或出售股份，以及於2014年4月29日至2014年5月8日（首尾兩天包括在內）期間買賣未繳股款供股股份，則須自行承擔供股可能不會成為無條件或可能不會進行之風險。
Any Shareholders or other persons contemplating dealing in the Rights Shares or nil-paid Rights Shares are recommended to consult their own professional advisers. For the avoidance of doubt, we do not accept any special instruction written on this Provisional Allotment Letter.

凡有意買賣供股股份之股東或其他人士，務請諮詢其專業顧問之意見。為免存疑，本公司將不接納任何在本暫定配額通知書上之特別書面指示。
THIS FORM IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES.

本表格不可直接或間接在或向美國刊發、發放或派發。

Total number of Shares registered in your name(s) on 24 April 2014
於2014年4月24日，登記於閣下名下之股份總數

BOX A
甲欄

Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on 13 May 2014
暫定配發予閣下之供股股份總數，有關股款最遲須於2014年5月13日下午四時正接納時繳足

BOX B
乙欄

Total subscription monies payable on acceptance in full
於接納時應繳足之股款

BOX C
丙欄
HK\$
港元

Form B

表格乙

IN THE EVENT OF TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S) 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 RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，饋贈或轉讓實益權益亦須繳付從價印花稅。在登記任何轉讓認購本文件所指之供股股份之權利前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER 轉讓表格

(To be completed and signed by the Qualifying Shareholder(s) who wish(es) to transfer all of its/his/her/their right(s) to subscribe for the Rights Shares comprised herein and the person(s) to whom the right(s) to subscribe for the Rights Share(s) are being transferred)
(供有意轉讓其全部認購本表格所列供股股份之權利之合資格股東及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,
Fosun International Limited
致：復星國際有限公司
列位董事 台照

Dear Sirs,
I/We*, as the Qualifying Shareholders, hereby transfer all of my/our* rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and request you to register the number of Rights Shares mentioned in Box B of Form A in the name(s) of the transferee(s). The transferee(s) agree(s) to accept the same on the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to your Articles of Association.

敬啟者：
本人／吾等*，合資格股東謹將本暫定配額通知書所列本人／吾等*認購供股股份之全部權利轉讓予接受此權利之人士並請閣下將表格甲中乙欄所列數目之供股股份登記於承讓人名下，承讓人同意按照本暫定配額通知書及隨附之供股章程所載之條款，並在貴公司之章程細則之規限下接納此等股份。

Existing Shareholder(s) please mark "X" in this box
現有股東請在欄內填上「X」號

To be completed in BLOCK LETTERS in English. Joint transferees should give the address of the first named transferee only.
請用英文大楷填寫。聯名承讓人僅須填寫排名首位之承讓人之地址。

Name of transferee in English 承讓人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name(s) of joint transferees in English (if applicable) 聯名承讓人英文姓名(如適用)			
Address in English (Joint transferees should give the address of the first named transferee only) 英文地址 (聯名承讓人僅須填寫排名首位之承讓人之地址)			
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. 銀行戶口號碼

Signature(s) of Qualifying Shareholder(s)
(all joint Shareholders must sign)

合資格股東簽署 (所有聯名股東均須簽署)

1. _____
2. _____
3. _____
4. _____

Date 日期: _____

Signature(s) of transferee(s)
(all joint transferee(s) must sign)

承讓人簽署 (所有聯名承讓人均須簽署)

1. _____
2. _____
3. _____
4. _____

Date 日期: _____

Ad valorem stamp duty is payable by the transferor(s) and the transferee(s) if this form is completed.
如已填妥本表格，轉讓人及承讓人須繳納從價印花稅。

* Delete as appropriate
刪去不適用者

FOSUN 复星

復星國際有限公司

FOSUN INTERNATIONAL LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 00656)

25 April 2014

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of this Provisional Allotment Letter and those set out in the prospectus (the "Prospectus") issued by Fosun International Limited (the "Company") dated 25 April 2014 and subject to the Articles of Association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated on the front page of this Provisional Allotment Letter on the basis of 39 Rights Shares for every 500 existing Shares in the Company registered in your name in the Register of Members of the Company on 24 April 2014. Your holding of existing Shares in the Company as at that date is set out in Box A on the front page of this Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on the front page of this Provisional Allotment Letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$9.76 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on 13 May 2014.

You may, subject to the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the conditions of the Rights Issue are not fulfilled or waived, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares, when allotted, issued and fully-paid, will, subject to the Articles of Association of the Company, rank pari passu in all respects with the existing Shares then in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of issue and allotment of the Rights Shares in their fully-paid form. The fully-paid Rights Shares will entitle holders thereof to (subject to approval by Shareholders at the forthcoming annual general meeting of the Company to be held on 28 May 2014) the final dividends for the year ended 31 December 2013 declared by the Board on 25 March 2014.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange, as well as compliance with the Stock Exchange admission requirements of HKSCC, the Rights Shares in 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 respective commencement dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original Provisional Allotment Letter at any particular branches of Industrial and Commercial Bank of China (Asia) Limited as mentioned below together with a remittance for the full amount payable on acceptance, as set out in Box C by no later than 4:00 p.m. on 13 May 2014. This will constitute acceptance of the provisional allotment and entitlements on the terms of this Provisional Allotment Letter and the Prospectus and subject to the Articles of Association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on a bank account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques and cashier's order must be made payable to **"ICBC (ASIA) NOMINEE LIMITED — FOSUN INTERNATIONAL — PAL"** and crossed **"Account Payee Only"**. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Company's share registrar at (852) 2862 8646.

Industrial and Commercial Bank of China (Asia)

Area	Branch Name	Address	Opening hours from 25 April 2014 to 13 May 2014 (both days inclusive):
Hong Kong Island	Central Branch	1/F., 9 Queen's Road Central	Monday to Friday: 9:00am to 5:00pm;
	Causeway Bay Branch	Shop A, G/F, Jardine Center, 50 Jardine's Bazaar, Causeway Bay	Saturday: 9:00am to 1:00pm; and
	North Point Branch	G/F, 436-438 King's Road, North Point	Acceptance Date (13 May 2014) 9:00am to 4:00pm
Kowloon	Hung Hom Branch	Shop 2A, G/F, Hung Hom Shopping Mall, 2-34E Tak Man Street, Hung Hom	
	Mongkok Branch	G/F., Belgian Bank Building, 721-725 Nathan Road, Mongkok	
	Kwun Tong Branch	Shop 5 & 6, 1/F, Crocodile Center, 79 Hoi Yuen Road, Kwun Tong	
New Territories	Tsuen Wan Castle Peak Road Branch	G/F., 423-427 Castle Peak Road, Tsuen Wan	
	Tai Po Branch	Shop F, G/F, Mee Fat Building, No 34-38 Tai Wing Lane, Tai Po	

It should be noted that unless this Provisional Allotment Letter, duly completed, together with the appropriate remittance for the amount as shown in Box C, has been lodged in the manner as described above by no later than 4:00 p.m. on 13 May 2014, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application on Excess Application Forms by other Qualifying Shareholders. The Company may (at its sole discretion) treat a Provisional Allotment Letter 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 instructions. You must pay the exact amount payable upon application for the Rights Shares, underpaid application will be rejected. In the event of overpaid application, a refund cheque will be made out to you only if the overpaid amount is HK\$100 or above.

Completion and return of this Provisional Allotment Letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the Provisional Allotment Letter and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

SPLITTING

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 hereunder or to transfer all or part of your rights to more than one person, this original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of nil-paid Rights Shares to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on the front page of this Provisional Allotment Letter), by no later than 4:30 p.m. on 2 May 2014 with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Company's share registrar, Computershare Hong Kong Investor Services Limited, at the above address after 9:00 a.m. on the second Business Day after the surrender of this original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your provisional allotment to another person you should complete and sign the "Form of Transfer" (Form B) in this Provisional Allotment Letter and hand the completed and signed Provisional Allotment Letter to the person to or through whom you are transferring your provisional allotment. The transferee must then complete and sign the same Form of Transfer (Form B) in this Provisional Allotment Letter and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance at any particular branches of Industrial and Commercial Bank of China (Asia) Limited as mentioned above by no later than 4:00 p.m. on 13 May 2014. All remittance must be made in Hong Kong dollars and must be forwarded either by cheques drawn on a bank account with, or cashier orders issued by, a licensed bank in Hong Kong and made payable to **"ICBC (ASIA) NOMINEE LIMITED — FOSUN INTERNATIONAL — PAL"** and crossed **"Account Payee Only"**.

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 to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company may (at its sole discretion) treat a Provisional Allotment Letter 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 instructions.

The Company and the Underwriter reserve the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriter believe such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions granting the Underwriter, by notice to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriter may at any time prior to the Latest Time for Termination, by notice in writing to the Company, rescind or terminate the Underwriting Agreement if: (a) there shall develop, occur, exist or come into effect: (i) any new Laws or any change in existing Laws or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or the PRC; or (ii) any local, national or international event or change (whether or not foregoing 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, fiscal, industrial, legal, regulatory, currency or market conditions or other nature (whether or not ejusdem 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 affecting local securities markets; or (iii) any change, or any development involving a prospective change, or any event or circumstance likely to result in a change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and the other members of the Group, taken as a whole; or (iv) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis; or (v) a general moratorium on commercial banking activities declared by relevant authorities in Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan or Singapore or a material disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan or Singapore; or (vi) any change, or any development involving a prospective change, or any event or circumstance likely to result in a change, in or affecting any Taxation, exchange controls or currency exchange rates in Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan or Singapore; or (vii) any suspension of dealings in the Shares for a period of more than five consecutive Business Days (other than as a result of announcing the Rights Issue) during the period from the date of the Underwriting Agreement to the Latest Time for Termination; which, in the sole and absolute opinion of the Underwriter: (1) is or will be or is likely to have a material adverse effect on the business or financial or trading position or prospects of the Group or the Rights Issue; or (2) has or will have or is likely to have a material adverse effect on the successful completion of the Rights Issue or the level of Rights Shares taken up; or (3) makes it inadvisable or inexpedient for the Company to proceed with the Rights Issue; or (b) there comes to the notice of the Underwriter: (1) any matter or event showing any of the warranties was, when given, untrue or misleading or as having been breached in any material respect; or (2) any material breach by the Company under the Underwriting Agreement or any of its obligations or undertakings contained therein; or (3) there is any event or change or any other reason which would or may result in that a supplemental prospectus is or will be or is required to be issued, whether required by the Stock Exchange or not, then and in any such case the Underwriter may, upon giving written notice to the Company, terminate the Underwriting Agreement with immediate effect. In the event the Underwriter exercises its right to terminate the Underwriting Agreement prior to the Latest Termination Time, the obligations of all parties thereunder shall terminate forthwith (save in respect of certain rights or obligations under the Underwriting Agreement) and no party will have any claim against any other for costs, damages, compensation or otherwise provided that such termination shall be without prejudice to the rights of the Company and the Underwriter in respect of any breach of the Underwriting Agreement occurring prior to such termination. If the Underwriter exercises such rights, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation 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 cancelled. Completion and return of a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements given pursuant to it will be deemed to have been declined and will be cancelled. Subject to the fulfillment of the conditions of the Rights Issue, refund cheques in respect of wholly or partially unsuccessful applications for Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered addresses, or other persons entitled thereto, on or before 22 May 2014.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted by the Company's share registrar on or before 22 May 2014 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before 22 May 2014 by ordinary mail to the applicants at their own risk.

You will receive one share certificate for the entitlement to the Rights Shares in fully-paid form.

EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by transferees of nil-paid Rights Shares and any Rights Shares representing any unsold entitlements of the Non-Qualifying Shareholders (if any).

Application for excess Rights Shares may be made by completing a prescribed form of application for excess Rights Shares. The Directors will allocate the excess Rights Shares (if any) at their discretion on a fair and equitable basis, according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of excess Rights Shares applied for but no reference will be made to Rights Shares comprised in applications by Provisional Allotment Letter or the existing number of Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders under Provisional Allotment Letters is greater than the aggregate number of excess Rights Shares applied for through Excess Application Forms, the Directors will allocate to each Qualifying Shareholder who applies for excess Rights Shares in full application. No preference will be given to topping up odd lots to whole board lots.

Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Registered Owner (including HKSCC Nominees Limited) is regarded as a single Shareholder according to the register of members of the Company. Accordingly, Beneficial Owners whose Shares are registered in the name of a Registered Owner, or which are held in CCASS, should note that the aforesaid arrangement for allocation of excess Rights Shares will not be extended to them individually.

If you wish to apply for any Rights Shares in addition to your provisional allotment, you must complete and sign an Excess Application Form and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with any particular branches of Industrial and Commercial Bank of China (Asia) Limited as mentioned in the Prospectus by 4:00 p.m. on 13 May 2014. All remittance must be in Hong Kong Dollars and must be forwarded either by cheques drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong and made payable to **"ICBC (ASIA) NOMINEE LIMITED — FOSUN INTERNATIONAL — EAF"** and crossed **"Account Payee Only"**. An announcement of the results of acceptance of and excess applications for the Rights Issue will be published on 19 May 2014. There is no guarantee that the Company will allot and issue any excess Rights Issue that you apply for.

FRACTIONAL ENTITLEMENTS

The Company will not provisionally allot fractions of Rights Shares in their nil-paid or fully-paid forms.

The aggregate of fractions of the Rights Shares, in nil-paid form, will be provisionally allotted to a nominee appointed by the Company, and if a premium (net of expenses) can be obtained, will be sold by the Company or its appointed nominee in nil-paid form on the Stock Exchange. The net proceeds of such sale will be retained by the Company.

Any unsold fractions of the Rights Shares will be made available for excess applications on Excess Application Forms by Qualifying Shareholders.

DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

This Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of this Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession this Provisional Allotment Letter or any of the other Prospectus Documents come (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as agreed between the Company and the Underwriter, this Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the Specified Territories.

The Prospectus Documents will not be registered under the applicable securities legislation of any jurisdiction other than Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the subscription of the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company on 24 April 2014 and not be a Non-Qualifying Shareholder.

Non-Qualifying Shareholders are those Overseas Shareholders, in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant place in which the Shareholder or Beneficial Owner (as the case maybe) is located or the requirements of the relevant regulatory body or stock exchange in that place.

Receipt of this Provisional Allotment Letter and/or any other Prospectus Documents does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, this Provisional Allotment Letter and/or the other Prospectus Documents must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, custodians, nominees and trustees) who receive a copy of this Provisional Allotment Letter and/or any other Prospectus Documents should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from, any of the Specified Territories. If a Provisional Allotment Letter or Excess Application Form is received by any person in any such territory, or by his/her agent or nominee, he/she must not seek to take up the rights referred to in the Provisional Allotment Letter or Excess Application Form or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, nominees and trustees) who does forward this Provisional Allotment Letter or any other Prospectus Documents in, into or from any Specified Territory (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in this Provisional Allotment Letter or any other Prospectus Documents, the Company and the Underwriter reserve the right to permit any Shareholder to take up his/her rights if the Company and the Underwriter, in their absolute discretion, are satisfied that the transaction in question would not result in a contravention of any registration or other legal requirement in any jurisdiction.

LIMITED CATEGORIES OF PERSONS IN THE SPECIFIED TERRITORIES WHO MAY BE ABLE TO TAKE UP THEIR NIL-PAID RIGHTS SHARES AND SUBSCRIBE FOR THE RIGHTS SHARES UNDER THE RIGHTS ISSUE.

Notwithstanding what is said in the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" above, the following limited categories of persons in the Specified Territories may be able to take up their nil-paid Rights Shares and subscribe for the Rights Shares under the Rights Issue:

- (1) Shareholders or Beneficial Owners within the PRC are generally Non-Qualifying Shareholders. However, the Company can rely on certain private placement exemptions with regard to the Rights Issue to such Shareholders or Beneficial Owners provided that they fulfil the relevant requirements under relevant PRC laws and regulations to the satisfaction of the Company; and
- (2) Shareholders or Beneficial Owners within Singapore are generally Non-Qualifying Shareholders. However, the Company can rely on certain private placement exemption with regard to the Rights Issue to such Shareholders or Beneficial Owners provided that they fulfil the relevant requirements under relevant Singapore laws and regulations to the satisfaction of the Company.

In each case, the Company reserves the absolute discretion in determining whether to allow such participation as well as the identity of the persons who may be allowed to do so.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of nil-paid Rights Shares or subscriber of Rights Shares being offered and sold outside the US hereby represents and warrants to the Company and the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement that:

- He/she/it was a Shareholder on 24 April 2014, or he/she/it lawfully acquired or may lawfully acquire rights, directly or indirectly, from such a person;
- He/she/it may lawfully be offered, take up, exercise, obtain, subscribe for and receive the rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- He/she/it is not resident or located in, or a citizen of, the U.S.;
- He/she/it is not accepting an offer to acquire, take up or exercise rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- He/she/it is acquiring the rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S under the Securities Act;
- He/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S under the Securities Act;
- He/she/it is not acquiring rights or Rights Shares with a view to the offer, sale, renunciations, transfer, delivery or distribution, directly or indirectly, of such rights or Rights Shares into the U.S.; and
- He/she/it understands that neither the rights nor the Rights Shares have been or will be registered under the Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the rights and Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently he/she/it understands the rights or Rights Shares may not be offered, sold, renounced, pledged or otherwise transferred in or into the U.S., except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the Securities Act.

Any person accepting and/or transferring this Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company and the Underwriter that, except where proof or confirmation has been provided to the Company's satisfaction that such person's use of this Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not accepting and/or transferring this Provisional Allotment Letter, or requesting registration of the relevant nil-paid Rights Shares or the fully-paid Rights Shares from within any of the Specified Territories; (ii) such person is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the Rights Shares or to use this Provisional Allotment Letter in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any of the Specified Territories at the time the instruction to accept or renounce was given; and (iv) such person is not acquiring the Rights Shares with a view to the offer, sale, resale, renouncement, transfer, delivery or distribution, directly or indirectly, of any of the Rights Shares into any of the Specified Territories.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or any transfer or purported transfer of, this Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or despatched from, any of the Specified Territories and the acceptance may involve a breach of the laws of the relevant Specified Territory or the acceptance is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

GENERAL

Lodgment 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 this Provisional Allotment Letter 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 a split Provisional Allotment Letter and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Company's share registrar, Computershare Hong Kong Investor Services Limited, (telephone number: (852) 2862 8646), at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

This Provisional Allotment Letter and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Nil-paid Rights Shares are expected to be traded in board lots of 500 (as the existing Shares are currently traded on the Stock Exchange in board lots of 500).

References in this Provisional Allotment Letter to time are to Hong Kong time unless otherwise stated.

If you have questions in relation to the Rights Issue, please telephone the Shareholder hotline on (852) 2862 8646 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong holidays).

By completing, signing and submitting this Provisional Allotment Letter, you agree to disclose to the Company and/or its share registrar and 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 its share 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 and its share 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 the data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its registered office at Room 808, ICBC Tower, 3 Garden Road, Central, 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 Company's share registrar.

Yours faithfully,
For and on behalf of
Fosun International Limited
Guo Guangchang
Chairman

FOSUN 复星

復星國際有限公司

FOSUN INTERNATIONAL LIMITED

(在香港註冊成立之有限公司)
(股份代號：00656)

敬啟者：

緒言

根據本暫定配額通知書及復星國際有限公司（「本公司」）刊發日期為2014年4月25日的供股章程（「供股章程」）所載之條款及條件，並在本公司之章程細則的規限下，董事已暫定配發本暫定配額通知書首頁所載數目之本公司供股股份予 閣下，基準為於2014年4月24日以 閣下名義在本公司股東登記冊上登記每500股本公司現有股份可獲配發39股供股股份。 閣下於該日持有之本公司現有股份列於本暫定配額通知書首頁甲欄，而所獲暫定配發之供股股份數目則列於本暫定配額通知書首頁乙欄。除文義另有所指外，於供股章程中已界定之詞彙與本函件所採用者具相同涵義。

閣下有權不遲於2014年5月13日下午四時正根據下文所載之方式按每股供股股份9.76港元之價格（於接納時繳足）收購暫定配發予 閣下之供股股份。

在下文「合資格股東及不合資格股東」一節的規限下， 閣下可接納據此暫定配發予 閣下之全部或任何數目的供股股份，或出售 閣下之全部或任何有關權利。 閣下如欲只接納 閣下之部分暫定配額並將餘額轉讓，或擬將 閣下之暫定配額轉讓予超過一人，則 閣下應參閱下文「分拆」一節內之指示。 閣下如欲轉讓 閣下之全部暫定配額，則 閣下應參閱下文「轉讓」。

供股須待（其中包括）包銷協議成為無條件及並無被終止後，方可作實。倘若供股之條件並無獲履行或豁免，則供股將不會進行。

供股股份

供股股份於配發、發行及繳足後，在本公司之章程細則的規限下，於各方面將與當時已發行之現有股份享有同等權益。繳足股款供股股份持有人將有權收取於發行及配發繳足股款供股股份之日或之後所宣派、作出或支付的所有未來股息及分派。繳足股款供股股份之持有人將有權收取董事會於2014年3月25日宣派之截至2013年12月31日止年度末期股息，惟須獲股東在本公司將於2014年5月28日舉行之應屆股東週年大會上批准。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之聯交所接納規定後，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，可自未繳股款及繳足股款供股股份各自開始於聯交所買賣當日或由香港結算決定之其他日期起，在中央結算系統內寄存、結算及交收。聯交所參與者間在任何交易日之交易須於其後第二個交易日在中央結算系統進行交收。中央結算系統進行之一切活動均須依照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

接納及付款手續

閣下如欲接納全部暫定配額及享有權，須將本原暫定配額通知書書影連同內欄所示於接納時應付全部款項的股款，在不遲於2014年5月13日下午四時正前送交下述中國工商銀行（亞洲）有限公司任何指定分行。辦妥上述手續即表示已按本暫定配額通知書及供股章程之條款，並在本公司章程細則之規限下接納暫定配額及享有權。所有股款均須以支票或銀行本票以港元支付。支票及銀行本票須由香港持牌銀行發出。所有該等支票及銀行本票須註明抬頭人為「**工銀亞洲代理人有限公司－復星國際－暫定配額供股**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳款將不會獲發收據。所有關於本暫定配額通知書之查詢應致予本公司之股份過戶登記處，電話(852) 2862 8646。

中國工商銀行（亞洲）有限公司

區域	分行名稱	地址	於2014年4月25日至2014年5月13日（包括首尾兩日）的營業時間：
港島區	中環分行	皇后大道中9號1字樓	星期一至星期五：上午九時正至下午五時正； 星期六：上午九時正至下午一時正；及 接納日期（2014年5月13日）：上午九時正至下午四時正
	銅鑼灣分行	銅鑼灣渣甸街50號渣甸中心地下A舖	
	北角分行	北角英皇道436-438號地下	
九龍區	紅磡分行	紅磡德民街2-34E號紅磡商場地下2A舖	
	旺角分行	旺角彌敦道721-725號華比銀行大廈地下	
	觀塘分行	觀塘開源道79號鱸魚恤中心一樓5號和6號舖	
新界區	荃灣青山公路分行	青山公路荃灣段423-427號地下	
	大埔分行	大埔大棠里34至38號美發大廈地下F舖	

敬請注意，除非本正式書妥之暫定配額通知書連同內欄所示之適當股款已按上文所述方式於2014年5月13日下午四時正前由原獲配發人或任何獲有效轉讓供股股份認購權之人士送達，否則 閣下之暫定配額及一切有關權利及享有權將被視作已放棄並將予註銷，而該等供股股份將可由其他合資格股東透過額外申請表格作出申請。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交表格之人士具約束力（即使該等人士並未依照有關指示填妥表格）。 閣下須於申請認購供股股份時支付應付金額，支付金額不足的申請將會遭拒絕受理。在多繳申請金額的情況下，只有多繳申請金額等於100港元或以上才會獲得退款支票。

填妥及交回本暫定配額通知書將構成向本公司作出一項保證及聲明，已經或將會就暫定配額通知書及接納暫定配額通知書全面遵守香港以外所有有關司法權區之一切登記、法律及監管規定。倘本公司相信接納有關申請會觸犯任何司法權區之適用證券法例或其他法例或規則，則本公司有權拒絕接納任何供股股份之申請。

為免生疑問，香港結算及香港中央結算（代理人）有限公司概不受上述任何聲明及保證的規限。

分拆

閣下如欲只接納 閣下之部分暫定配額，或轉讓據此暫定配發予 閣下之認購供股股份之部分權利，或向超過一名人士轉讓 閣下全部或部分權利，則 閣下須將此份原暫定配額通知書連同清楚註明所需要的分拆暫定配額通知書數目及每份暫定配額通知書包含的未繳股款供股股份數目（兩者合共應相等於本暫定配額通知書首頁乙欄所載列暫定配發予 閣下的供股股份數目）的信件，須在不遲於2014年5月2日下午四時三十分前交回及送遞本公司之股份過戶登記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1712-1716室），以供本公司之股份過戶登記處註銷此份原暫定配額通知書，並按所需數目發出新暫定配額通知書。新暫定配額通知書將於交回此份原暫定配額通知書後第二個營業日上午九時正後於本公司之股份過戶登記處香港中央證券登記有限公司（地址同上）領取。

轉讓

閣下如欲轉讓 閣下之全部暫定配額予其他人士， 閣下應填妥及簽署本暫定配額通知書內之「轉讓表格」（表格乙），並將填妥及簽署之暫定配額通知書轉交 閣下之暫定配額的承讓人或經手轉讓的人士。承讓人須填妥及簽署本暫定配額通知書內之相同「轉讓表格」（表格乙），並將本暫定配額通知書連同接納時應付全部款項的股款，在不遲於2014年5月13日下午四時正前送交上述中國工商銀行（亞洲）有限公司之任何指定分行。所有股款均須以港元繳付，且必須以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**工銀亞洲代理人有限公司－復星國際－暫定配額供股**」及以「**只准入抬頭人賬戶**」劃線方式開出。

務請注意， 閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付印花稅。本公司或會（全權酌情）將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或代表其交回之人士具有約束力。

本公司及包銷商保留權利拒絕受理以何人士為受益人的任何轉讓登記，如本公司或包銷商就此相信該轉讓或會違反適用法例或監管規定。

終止包銷協議

敬請注意，包銷協議載有授予包銷商在發生若干事件時通知本公司終止包銷協議的權利的條款。倘發生下列事件，包銷商可於最後終止時間前任何時間向本公司發出書面通知，解除或終止包銷協議：(a) 騷亂、發生、存在以下事件或以下事件正式生效：(i) 香港或中國之任何法院或其他主管當局訂立任何新法例或修訂現行法例或更改其詮釋或應用；或(ii) 任何屬政治、軍事、財務、經濟、財政、工業、法律、監管、貨幣或市場狀況或其他性質（不論是否與前述任何事項屬同類）之任何本地、國家或國際事件或變動（不論是否構成包銷協議日期前及／或後發生或持續之一連串事件或變動之部份），或性質為任何本地、國家或國際騷動或敵對行為或武裝衝突之升級，或影響本地證券市場；或(iii) 任何對本公司及本集團之其他成員公司整體之資產、負債、業務、整體業務、管理、前景、股東權益、溢利、虧損、營運業績、狀況或情況、財務或其他方面或表現的任何變動或涉及預期變化的事態發展；或(iv) 任何屬於不可抗力性質的事件或情況（包括但不限於任何政府行動、經濟制裁、罷工或停工（不論是否有保險保障）、暴亂、火災、爆炸、水災、地震、內亂、戰亂、宣戰、爆發敵對狀態或敵對狀態升級（無論是否已經宣戰）、恐怖活動（無論是否已承認責任）、天災、疫症、流行病、傳染病爆發、宣佈進入緊急或災難或危機狀態；或(v) 香港、中國、美國、英國、歐盟（或其任何成員國）、日本或新加坡的相關機關宣佈商業銀行服務全面暫停，或者香港、中國、美國、英國、歐盟（或其任何成員國）、日本或新加坡的商業銀行服務、外匯交易或證券結算或清算服務、程序或情況嚴重受阻；或(vi) 香港、中國、美國、英國、歐盟（或其任何成員國）、日本或新加坡任何稅務、外匯管制或匯率出現的任何變動或涉及預期變化的事態發展，或可能導致或對上述事項構成影響的變動或涉及預期轉變的事態發展的任何事件或變動或任何其他原因，無論是否為聯交所要求，或在此情況下，包銷商有權向本公司發出書面通知，要求即時終止包銷協議；其中，包銷商全權認為：(1) 即時或將會或可能對本集團的業務或財務或貿易狀況或前景或供股構成重大不利影響；或(2) 已經或將會或可能對成功完成供股或供股股份承購水平構成重大不利影響；或(3) 進行供股對本公司而言為不智或不妥；或(b) 包銷商發現：(1) 任何事情或事件顯示任何保證於作出時在任何重大方面屬失實或構成誤導或已遭違反；或(2) 本公司嚴重違反包銷協議所載其任何責任或承諾；或(3) 發生任何將會或可能導致刊發或將會刊發或須刊發補充招股章程的任何事件或變動或任何其他原因，無論是否為聯交所要求，或在此情況下，包銷商有權向本公司發出書面通知，要求即時終止包銷協議。倘包銷商於最後終止時間之前行使其終止包銷協議之權利，除包銷協議下之若干權利或責任外，各方於包銷協議下之責任將立即終止，任何一方均不得就於終止前發生的違反包銷協議的行為產生的成本、損失、補償或其他向其他訂約方提出任何申索，惟終止不得損害本公司及包銷商的權利。倘包銷商行使上述權利，包銷協議將不會成為無條件，供股亦不會進行。

支票及銀行本票

所有支票及銀行本票於收訖後隨即過戶，而有關款項之全部利息將撥歸本公司所有。任何暫定配額通知書所隨附之支票或銀行本票未能於首次過戶時兌現，有關通知書有可能被拒絕受理，在此情況下，該暫定配額通知書下的暫定配額及所有權利將被視為已被放棄及將予以註銷。填妥之暫定配額通知書連同所接納供股股份之付款支票或銀行本票交回後將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時將可兌現。倘隨附之支票或銀行本票於首次過戶時未能兌現，在不影響本公司其他權利的情況下，則本公司保留拒絕受理任何該等暫定配額通知書之權利。在此情況下，有關暫定配額及據此賦予之一切有關權利及配額將被視為已被放棄而將予以註銷。待供股條件獲達成後，全部或部分不成功申請供股股份人士之退款支票（如有）預期將於2014年5月22日或之前以平郵方式按閣下之登記地址寄予閣下或寄予其他有權收取之人士，郵誤風險概由閣下自行承擔。

供股之股票證書及退款支票

預期所有繳足股款供股股份之股票證書將由本公司之股份過戶登記處於2014年5月22日或之前以普通郵遞方式寄發予已接納及（如適用）申請認購供股股份並繳交股款之合資格股東，郵誤風險概由彼等自行承擔。預期全部或部分不獲接納額外供股股份申請（如有）之退款支票將於2014年5月22日或之前以普通郵遞方式寄發予申請人，郵誤風險概由彼等自行承擔。

閣下將會就繳足股款供股股份之配額獲發一張股票證書。

額外供股股份

合資格股東可以額外申請之方式申請認購有關未出售之零碎配額之供股股份、暫定配發但未獲合資格股東接納或另行獲未繳股款供股股份承讓人認購之任何供股股份，以及不合資格股東之任何未售配額有關的任何供股股份（如有）。

合資格股東可填妥特設之額外供股股份申請表格申請認購額外供股股份。董事將按公平公正基準酌情分配額外供股股份（如有），根據的原則為，任何額外供股股份將參考所申請額外供股股份之數目按比例分配予申請之合資格股東，惟不會參考以暫定配額通知書申請之供股股份或合資格股東所持有之現有股份數目。倘若未獲合資格股東根據暫定配額通知書接納之供股股份總數多於透過額外申請表格申請之額外供股股份總數，則董事將向申請額外供股股份之每名合資格股東分配所申請之全部股份數目。將不足一手之零碎股權補足為一手完整買賣單位之股權將不會特別優先考慮。

由登記擁有人或中央結算系統持有股份之實益擁有人務請注意，董事會將根據本公司之股東登記冊視登記擁有人（包括香港中央結算（代理人）有限公司）為單一股東。因此，以登記擁有人之名義登記或由中央結算系統持有股份之實益擁有人務須注意，上述配發額外供股股份之安排將不會個別適用於彼等。

倘閣下擬申請認購閣下獲暫定配發以外之任何供股股份，則須填妥當額額外申請表格，並將其連同就申請認購額外供股股份另付之應付股款，在不遲於2014年5月13日下午4時正前送達供股章程所述之中國工商銀行（亞洲）有限公司任何指定分行。所有股款均須以港幣繳付，且必須以香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付，並須註明抬頭人為「**工銀亞洲代理人有限公司—復星國際—額外供股**」及以「**只准入抬頭人賬戶**」劃線方式開出。有關供股接納及額外申請結果的公佈將於2014年5月19日刊發。概不保證本公司將配發及發行閣下所申請認購之任何額外供股股份。

零碎股份權益

本公司將不會暫定配發零碎未繳股款或繳足股款供股股份。

彙集所得之未繳股款供股股份將會暫定配發予本公司委任之代名人。倘若可獲得溢價（於扣除有關費用後），則本公司或其委任之代名人將會以未繳股款方式在聯交所出售。出售所得款項之淨額將會由本公司保留。

任何未出售之零碎供股股份可供合資格股東以額外申請表格作出額外申請。

派發本暫定配額通知書及其他供股章程文件

暫定配額通知書只可向合資格股東寄發。

派發本暫定配額通知書及其他供股章程文件至香港以外的司法管轄區可能受法律限制。擁有本暫定配額通知書或任何其他供股章程文件的人士（包括（並不限於）代理人、保管人、代名人及受託人）須知悉並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法管轄區的證券法例。任何股東或實益擁有人如對其狀況有任何疑問，應盡快諮詢合適之專業顧問。尤其是，除本公司與包銷商協定的若干例外情況下，本暫定配額通知書及其他供股章程文件不應於任何指明地區派發、送交或送呈。

供股章程文件將不會根據香港以外任何司法管轄區之適用證券法例註冊。

合資格股東及不合資格股東

為符合資格認購供股股份及接納根據暫定配額通知書所暫定配發之供股股份，股東於2014年4月24日須為本公司之登記股東，且並非不合資格股東。

不合資格股東為該等海外股東，而根據董事作出相關查詢，基於該股東或實益擁有人（視情況而定）所處之有關地區的法例之法律限制或該地區有關監管機構或證券交易所之規定，董事認為毋須或不宜向有關股東或實益擁有人提早發售供股股份。

收到本暫定配額通知書及／或任何其他供股章程文件並不（亦將不會）構成在提呈要約屬違法之該等司法管轄區提呈要約，在該等情況下，本暫定配額通知書及／或其他供股章程文件須視為僅供參照處理，亦不應複製或轉發。任何人（包括（並不限於）保管人、代名人及受託人）如收到本暫定配額通知書及／或任何其他供股章程文件，不應（就供股而言）將其、或向或由任何指明地區派發或寄發或在、向或由任何指明地區向任何人轉讓未繳股款供股股份。倘若任何人或其代理或代名人在任何有關地區收到暫定配額通知書或額外申請表格，其不可尋求接納暫定配額通知書或額外申請表格內所述之權利或轉讓暫定配額通知書（或根據額外申請表格申請任何額外供股股份），除非本公司及包銷商決定，有關作為不會導致違反適用法律或規管規定，則作別論。任何人（包括（並不限於）保管人、代名人及受託人）如將本暫定配額通知書或任何其他供股章程文件在、向或由任何指明地區轉交（無論根據合約或法律責任或其他理由），應促使收件人注意本節內容。

儘管本暫定配額通知書或任何其他供股章程文件有任何其他規定，本公司及包銷商保留權利容許任何股東接納其權利，倘若本公司及包銷商按其絕對酌情決定信納有關交易將不會導致違反任何司法管轄區之任何註冊或其他法律規定。

特定地區內或可根據供股接納其未繳股款供股股份及認購供股股份的有限類別人士

儘管上文「合資格股東及不合資格股東」一節所述，以下特定地區內的有限類別人士或可根據供股接納其未繳股款供股股份及認購供股股份：

- (1) 身處中國境內的股東或實益擁有人一般為不合資格股東。然而，本公司可就向該等股東或實益擁有人進行供股而依賴若干私人配售豁免，惟彼等須符合中國相關法律及法規的相關規定並獲本公司信納；及
- (2) 身處新加坡境內的股東或實益擁有人一般為不合資格股東。然而，本公司可就向該等股東或實益擁有人進行供股而依賴若干私人配售豁免，惟彼等須符合新加坡相關法律及法規的相關規定並獲本公司信納。

在各情況下，本公司保留絕對酌情權決定是否准許有關參與以及可能獲准參與人士的身份。

陳述及保證

倘若填妥、簽署及交回本暫定配額通知書，在美國境外提呈及出售的未繳股款供股股份的每位購買人或供股股份的每位認購人即據此向本公司及包銷商及其以其名義行事之任何人士作出以下陳述及保證，除非本公司及包銷商按其全權酌情決定豁免有關規定：

- 彼於2014年4月24日為股東，或彼已依法或可依法從有關人士取得直接或間接權利；
- 彼可合法在其居住或目前所處之司法管轄區獲提呈、接納、行使、取得、認購及收取有關權利及／或供股股份；
- 彼並非美國居民或居於美國或美國公民；
- 彼並非按非酌情基準為給予接納指示時居於或處於美國，或為美國之公民的人接納收購、接納或行使有關權利或供股股份之建議；
- 彼正在一宗證券法規則S所界定之「離岸交易」中取得有關權利及／或收購供股股份；
- 彼並非以證券法規則S所界定之任何「定向銷售」方式獲提呈供股股份；
- 彼取得有關權利或收購供股股份之目的並非直接或間接向美國提呈、出售、放棄、轉讓、交付或派發有關權利或供股股份；及
- 彼知悉權利或供股股份均無並將不會根據證券法或在美國任何州、地區或領地之任何證券監管當局註冊，而權利及供股股份乃依據規則S僅在美國境外分發及提呈。因此，彼明白，有關權利或供股股份人士不可在或向美國提呈、出售、放棄、質押或以其他方式轉讓，惟依據證券法註冊規定之豁免或在毋須遵守證券法註冊規定之交易除外。

任何人士接納及／或轉讓本暫定配額通知書或要求登記暫定配額通知書內的供股股份，即已向本公司及包銷商聲明及保證，除非已提供令本公司信納的證據或確認，證明該人士使用本暫定配額通知書將不會違反任何司法管轄區的任何適用法律規定：(i)該人士並非身在任何指明地區境內接納及／或轉讓本暫定配額通知書或要求登記有關的未繳股款供股股份或繳足股款供股股份；(ii)該人士並非身在任何指明地區或作出或接納要約以認購供股股份或該人士曾經或以任何方式使用本暫定配額通知書乃屬違法的任何地區；(iii)於作出接納或放棄指示時該人士並非以非全權委託形式為居於任何指明地區的人士行事；及(iv)該人士並非為直接或間接提呈、出售、放棄、轉售、轉讓、交付或分派任何供股股份至任何指明地區而認購該等供股股份。

倘出現下列情況，本公司可視任何接納或聲稱接納本暫定配額通知書內的供股股份的配額或轉讓或聲稱轉讓本暫定配額通知書為無效：(a)本公司認為其為於任何指明地區簽立或寄發及接納可能涉及違反有關指明地區之法律或接納是可能違反任何司法管轄區的法例，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(b)就交付供股股份正式股票所提供的地址位於任何指明地區而有關交付屬違法，或就交付供股股份正式股票所提供的地址位於香港以外且交付該等股票乃屬違法的任何其他司法管轄區；或(c)聲稱拒絕上一段所規定的陳述及／或保證。

為免生疑問，香港結算及香港中央結算（代理人）有限公司概不受上述任何聲明及保證的規限。

一般事項

本暫定配額通知書連同（如適用）由獲發本暫定配額通知書人士所簽署之轉讓及提名表格一經交回，即確證交回之人士（一名或多名）有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外的供股章程，可於本公司之股份過戶登記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17M樓）（電話號碼：(852) 2862 8646）索取。

所有文件（包括退款支票）將以平郵遞方式寄予有關申請人或其他應得之人士，郵誤風險概由收件人自行承擔。

本暫定配額通知書及所有接納其中所載之要約均須受香港法例監管，並按其詮釋。

預期未繳股款供股股份將以500股之每手買賣單位進行買賣（現有股份目前以500股之每手買賣單位在聯交所進行買賣）。

除另有說明者外，本暫定配額通知書內所提及之時間均為香港時間。

倘若閣下對供股有任何疑問，請於星期一至星期五（香港假期除外）上午九時正至下午六時正之營業時間內致電股東熱線(852) 2862 8646。

倘若填妥、簽署及交回本暫定配額通知書，閣下同意向本公司及／或其股份過戶登記處及彼等各各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料（私隱）條例》給予證券持有人權利可確定本公司或其股份過戶登記處是否持有其個人資料，索取有關資料之副本，以及更正任何不準確之資料。根據《個人資料（私隱）條例》，本公司及其股份過戶登記處有權處理任何有關資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之註冊地址（地址為香港中環花園道3號中國工商銀行大廈808室）或根據適用法律不時通知之地點並以公司秘書而定）本公司之股份過戶登記處。

此致

列位合資格股東 台照

代表
復星國際有限公司
主席
郭廣昌
謹啟

2014年4月25日