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

IMPORTANT
重要提示

Reference is made to the prospectus issued by Chong Hing Bank Limited (the "Bank") dated 1 September 2015 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.

茲提述創興銀行有限公司(「本銀行」)於二零一五年九月一日就供股刊發之供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定之詞彙與本通知書所採用者具有相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PROVISIONAL ALLOTMENT LETTER AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON WEDNESDAY, 16 SEPTEMBER 2015.

本暫定配額通知書乃有價值及可轉讓之表格，並應即時處理。本暫定配額通知書及隨附之額外申請表格所載之供股建議將於二零一五年九月十六日(星期三)下午四時正截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PROVISIONAL ALLOTMENT LETTER, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES OF THE BANK, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書或應採取之行動有任何疑問或如閣下已出售閣下名下全部或部分本銀行之股份，應諮詢閣下之股票經紀或其他註冊證券交易商、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 other Prospectus Documents, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission in Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書之副本連同其他供股章程文件之副本，已遵照香港法例第32章公司(清盤及雜項條文)條例第38D條之規定於香港公司註冊處處長註冊。香港公司註冊處處長與香港證券及期貨事務監察委員會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 (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this Provisional Allotment Letter, 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 Provisional Allotment Letter.

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」)對本暫定配額通知書之內容概不負責，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本暫定配額通知書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。



創興銀行有限公司
Chong Hing Bank Limited
(a Hong Kong-incorporated limited liability company)
(於香港註冊之有限責任公司)
(Stock Code: 01111)
(股份代號: 01111)

Share Registrar and Transfer Office:
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

RIGHTS ISSUE OF 217,500,000 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$17.05 PER RIGHTS SHARE
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO EXISTING
SHARES HELD ON THE RECORD DATE
按認購價每股供股股份17.05港元供股
217,500,000股供股股份
基準為於記錄日期每持有兩股現有股份
可獲配發一股供股股份

PAYABLE IN FULL ON ACCEPTANCE
BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 16 SEPTEMBER 2015
股款須不遲於二零一五年九月十六日(星期三)下午四時正接納繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

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

[Blank space for shareholder name and address]

Total number of existing Shares registered in your name(s) at 5:00 p.m. on Monday, 31 August 2015 at 5:00 p.m. on Monday, 31 August 2015
於二零一五年八月三十一日(星期一)下午五時正登記於閣下名下之現有股份總數

BOX A
甲欄 [Blank space for number of existing shares]

Number of Rights Shares allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Wednesday, 16 September 2015
閣下獲配發之供股股份數目，股款須不遲於二零一五年九月十六日(星期三)下午四時正接納時繳足

BOX B
乙欄 [Blank space for number of rights shares]

Total subscription monies payable on acceptance in full
應繳認購股款總額，股款須於接納時繳足

BOX C
丙欄 [Blank space for HK\$ amount]

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

Name of bank on which cheque/cashier's order is drawn:
支票/銀行本票的付款銀行名稱:
Please insert your contact telephone no. here:
請在此填上閣下之聯絡電話:

The Joint Underwriters have the right under the Underwriting Agreement to terminate the Underwriting Agreement by notice to the Bank at any time prior to the Latest Time for Termination, in certain circumstances set out in the Underwriting Agreement. Details of the circumstances in which the Joint Underwriters have the right to terminate the Underwriting Agreement are set out below in this Provisional Allotment Letter under the heading "Termination of the Underwriting Agreement".

根據包銷協議，聯合包銷商有權在包銷協議內所載之若干情況下，於最後終止時間前，隨時向本銀行發出通知終止包銷協議。聯合包銷商有權終止包銷協議之情況詳列於「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled (which is currently expected to be 5:00 p.m. on Tuesday, 22 September 2015), or in the nil-paid Rights Shares on the Stock Exchange during the period in which they may be traded in their nil-paid form, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止時，方可作實。倘若供股並未成為無條件，則供股將不會進行。截至供股之所有條件達成當日(目前預期為二零一五年九月二十二日(星期二)下午五時正)止之任何股份買賣，或於未繳股款供股股份方式進行買賣之期間在聯交所買賣未繳股款供股股份須承受供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

投資者如對彼等之立場有任何疑問，應諮詢彼等顧問有關於該等期間買賣股份或未繳股款供股股份之專業意見。

THIS PROVISIONAL ALLOTMENT LETTER IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES. THE RIGHTS SHARES (IN BOTH NIL-PAID AND FULLY-PAID FORMS), THIS PROVISIONAL ALLOTMENT LETTER AND THE EXCESS APPLICATION FORM HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TAKEN UP, EXERCISED, RESOLD, RENOUNCED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

本暫定配額通知書不可直接或間接在或向美國刊發、發放或派發，未繳股款及繳足股款供股股份，本暫定配額通知書及額外申請表格尚未且不會根據《美國證券法》或美國任何州或者其他司法權區之證券法例進行登記。除根據《美國證券法》及美國任何州或者其他司法權區之證券法例進行登記外，不得在美國境內直接或間接進行發售、出售、接納、行使、轉售、放棄、轉讓或交付。

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 dates of dealings in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange or such other date 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.

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，並符合香港結算之股份收納規定後，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香港結算決定之其他日期起，在中央結算系統進行。結算及交收，聯交所參與者間於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收，中央結算系統之一切活動均須依照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。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

股份之買賣可通過中央結算系統結算。閣下應諮詢閣下之股票經紀、其他註冊證券交易商、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。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PROVISIONAL ALLOTMENT LETTER IN FULL YOU MUST LODGE THIS PROVISIONAL ALLOTMENT LETTER INTACT WITH THE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT SHOPS 1712-1716, 17TH FLOOR, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 16 SEPTEMBER 2015. 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 "CHONG HING BANK LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN AN ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲接獲本暫定配額通知書接納全部供股股份之暫定配額，須將本暫定配額通知書整份連同上文丙欄所示將由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號舖)收取之港元全數股款，最遲於二零一五年九月十六日(星期三)下午四時正前交回本銀行之登記處，所有股款須以港元繳付，並以在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「創興銀行有限公司-供股賬戶」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分析供股配額之指示載於隨附表格。本銀行將不另發股款收據。

Each person accepting the provisional allotment specified in this document:
• confirms that he/she/it has read the terms and conditions and acceptance procedures set out in an enclosed sheet 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.

接納本文件所載之暫定配額的每位人士均：
• 確認其已閱讀所附表格及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
• 同意本暫定配額通知書及因此構成之合約須受香港法律管限及根據香港法律詮釋。

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓可認購供股股份之認購權，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之權益亦須繳付從價印花稅。在送交本文件以登記轉讓任何供股股份權益之前，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

(To be completed and signed only by the Qualifying Shareholder(s) (other than the PRC Stock Connect Investors) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其/彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東(中國港股通投資者除外)填寫及簽署)

To: The Directors
Chong Hing Bank Limited
創興銀行有限公司
列位董事 台照

Dear Sirs,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this Provisional Allotment Letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

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

Signature(s) (all joint Shareholders must sign) 簽署(所有聯名股東均須簽署)

Date: _____ 2015 日期：二零一五年_____月_____日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

Form C

表格丙

REGISTRATION APPLICATION FORM

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
Chong Hing Bank Limited
創興銀行有限公司
列位董事 台照

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Bank.

敬啟者：

本人/吾等謹請 貴董事會將表格甲內乙欄所列之供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載條款，以及在 貴銀行之組織章程細則規限下，接納此等供股股份。

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

To be completed in BLOCK letters in ENGLISH. Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。

Name in English 英文姓名	Family name (姓氏)	Other names (名字)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及/或聯名申請人姓名(如有需要)			
Address in English (joint applicants shall give one address only) 英文地址(聯名申請人只須填報一個地址)			
Occupation 職業			Tel. No. 電話號碼
Dividend Instructions 股息指示		Bank account No. 銀行賬戶號碼	
Name and address of bank 銀行名稱及地址			
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶
	Bank account type 銀行賬戶類型		

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

Signature(s) (all joint applicants must sign) 簽署(所有聯名申請人均須簽署)

Date: _____ 2015 日期：二零一五年_____月_____日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.

填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.

華裔申請人須填寫中英文姓名。

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the Provisional Allotment Letter and those set out in the Prospectus and subject to the articles of association of the Bank, the Directors have provisionally allotted to you the number of Rights Shares in the Bank indicated on Form A of the Provisional Allotment Letter on the basis of one Rights Share for every two existing Shares in the Bank registered in your name in the register of members of the Bank as at 5:00 p.m. on Monday, 31 August 2015. Your holding of existing Shares in the Bank as at that date is set out in Box A on Form A of the Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the 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\$17.05 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on Wednesday, 16 September 2015.

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 Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the articles of association of the Bank, rank pari passu in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares.

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 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

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the Provisional Allotment Letter intact with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the Provisional Allotment Letter, so as to be received by not later than 4:00 p.m. on Wednesday, 16 September 2015. All remittances must be 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 "Chong Hing Bank Limited – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of the Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Bank. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Registrar at the above address.

It should be noted that, unless a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on Form A of the Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Wednesday, 16 September 2015, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Bank 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.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire 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 Form A of the Provisional Allotment Letter), by not later than 4:30 p.m. on Tuesday, 8 September 2015 with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your provisional allotment under the Provisional Allotment Letter to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in the 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 "Registration Application Form" (Form C) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Wednesday, 16 September 2015.

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 Bank reserves the right to refuse to register any transfer in favour of any person in respect of which the Bank believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement grants the Joint Underwriters the right to terminate the Underwriting Agreement by notice to the Bank at any time prior to the Latest Time for Termination if any of the following occurs:

- (i) any matter or circumstance arises as a result of which any of the conditions set out in the section headed "Letter from the Board – Underwriting Arrangements for the Rights Issue – Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus has become incapable of satisfaction as at the required time;
- (ii) the fact that any of the representations, warranties or undertakings contained in the Underwriting Agreement is untrue, inaccurate, misleading in any respect comes to the knowledge of the Joint Underwriters, or there has been a breach on the part of the Bank of any other provision of the Underwriting Agreement or a breach on the part of each of Yuexiu Financial Holdings and Yue Xiu Enterprises of the Irrevocable Undertaking, or the Joint Underwriters have cause to believe that any such breach has occurred;
- (iii) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given pursuant to the Underwriting Agreement would have rendered any of those representations, warranties or undertakings untrue, inaccurate, incomplete or misleading in any respect;
- (iv) the Bank's application to the Main Board of the Stock Exchange for permission for the listing of and to deal in the Rights Shares (in their nil-paid and fully-paid forms) on the Main Board of the Stock Exchange is withdrawn by the Bank and/or refused by the Stock Exchange;
- (v) any condition to enable the nil-paid Rights Shares to be admitted as eligible securities for deposit, clearance and settlement in CCASS is not satisfied or notification is received by the Bank from HKSCC that such admission or facility for holding and settlement has been or is to be refused; or
- (vi)
 - (a) any statement contained in the Announcement or a Prospectus Document has become or been discovered to be untrue, inaccurate, incomplete or misleading in any respect;
 - (b) any matter arises or is discovered which would, if the Announcement or an Prospectus Document was to be issued at the time, constitute an omission therefrom;
 - (c) any event, act or omission occurs which gives or is likely to give rise to any liability of the Bank pursuant to the indemnities referred to in the Underwriting Agreement;
 - (d) there is any adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group;
 - (e) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable): (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, the Stock Exchange and/or any other stock exchange on which the Bank's securities are traded; (ii) a suspension or a material limitation in trading in the Bank's securities on the Stock Exchange and/or any other stock exchange on which the Bank's securities are traded (other than pending publication of announcing the Rights Issue or any other announcement relating to the Rights Issue); (iii) a general moratorium on commercial banking activities in the United States, Hong Kong, the PRC and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, Hong Kong, the PRC or the United Kingdom; or (iv) a change or development involving a prospective change in taxation affecting the Bank, the Shares or the transfer thereof;
 - (f) there shall have occurred any event or series of events (including without limitation the occurrence of any local, national or international outbreak or escalation of disaster, riot, public disorder, civil commotion, fire, flood, explosion, outbreak of an infectious disease, calamity, crisis, strike, lock-out, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic); or
 - (g) the Bank is required to publish a supplementary prospectus in accordance with Rule 11.13 of the Listing Rules or otherwise,which, in the sole opinion of the Joint Underwriters:
 - (1) is or will be, or is likely to be, materially adverse to the general affairs, management, business, financial, trading or other condition or prospects of the Group or to any present or prospective Shareholder in its capacity as such;
 - (2) has or will have or is likely to have a material adverse impact on the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or
 - (3) makes it impracticable, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Prospectus Documents.

If, prior to the Latest Time for Termination, any notice of rescission or termination is given by the Joint Underwriters in accordance with the Underwriting Agreement, the obligations of all parties under the Underwriting Agreement (save in respect of certain rights or obligations under the Underwriting Agreement) shall terminate forthwith 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 parties hereto in respect of any breach of the Underwriting Agreement occurring prior to such termination.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Bank. Without prejudice to the other rights of the Bank in respect thereof, 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(s) that the cheque or cashier's order will be honoured on first presentation.

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 on or before Thursday, 24 September 2015 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 Thursday, 24 September 2015 by ordinary mail to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders (other than the PRC Stock Connect Investors) 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 renounees or 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 Excess Application Form. The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders (other than the PRC Stock Connect Investors) 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 the number of Rights Shares applied for under a 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 in full to each Qualifying Shareholder (other than the PRC Stock Connect Investors) for the number of excess Rights Shares applied for under the Excess Application Forms. 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 Board will regard the Registered Owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Bank. 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 in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder (other than a PRC Stock Connect Investor) wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Wednesday, 16 September 2015, or such later time and/or date as may be agreed between the Bank and the Joint Underwriters. 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 "Chong Hing Bank Limited – Excess Application Account" and crossed "Account Payee Only".

FRACTIONAL ENTITLEMENTS

The Bank will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) to BOCI or its nominee, and will be sold in the market on behalf of the Bank if a premium (net of expenses) can be obtained, with the Bank retaining the proceeds for its own benefit. Any unsold fractions of Rights Shares will be made available to meet excess applications by the Qualifying Shareholders (other than the PRC Stock Connect Investors).

DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

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

Distribution of the Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the 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 Bank and the Joint Underwriters, the Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the Excluded Jurisdictions. The Bank reserves the right to refuse to permit any Shareholder to take up his/her/its Nil Paid Rights or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents will not be registered or filed or filed under the applicable securities legislation of any jurisdiction other than: (i) the PRC (in accordance with the notice of China Securities and Regulatory Commission "Filing Requirement for Hong Kong Listed Issuers Making Rights Issues to Mainland Shareholders through Shanghai — Hong Kong Stock Connect" (Announcement 2014 No.48)); and (ii) Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for 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 Bank as at 5:00 p.m. on Monday, 31 August 2015 and be a 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 jurisdiction 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 jurisdiction. The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed "Non-Qualifying Shareholders".

Arrangements will be made for the Nil Paid Rights which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders, had they been Qualifying Shareholders, to be provisionally allotted (in nil-paid form) to BOCI or its nominee, and will be sold in the market in their nil-paid form after dealings in the nil-paid Rights Shares commence on the Stock Exchange and in any event before the latest time for acceptance of Rights Shares, if a premium (net of expenses) can be obtained. The proceeds of sale, less expenses and stamp duty above HK\$100, will be paid to the relevant Non-Qualifying Shareholder(s) (pro rata to their entitlements at 5:00 p.m. on Monday, 31 August 2015) in Hong Kong dollars. The Bank will retain individual amounts of HK\$100 or less for the benefit of the Bank. Any unsold entitlements of the Non-Qualifying Shareholders, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares, will be made available to meet excess applications on Excess Application Forms by the Qualifying Shareholders (other than the PRC Stock Connect Investors). These arrangements will not apply to any Shareholder or Beneficial Owner (other than the PRC Stock Connect Investors) who resides in any of the Excluded Jurisdictions but (in the case of a Shareholder) whose address, or (in the case of a Beneficial Owner) who holds his/her/its interest in Shares through a Registered Owner whose address, was shown in the register of members of the Bank on the Record Date as not being in an Excluded Jurisdiction.

Receipt of the Provisional Allotment Letter and/or any other Prospectus Document 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, the 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, agents, custodians, nominees and trustees) who receive a copy of the Provisional Allotment Letter and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer Nil Paid Rights to any person in, into or from, any of the Excluded Jurisdictions. If a Provisional Allotment Letter or Excess Application Form is received by any person in any such territory, or by his/her/its agent or nominee, he/she/it 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 Bank determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this Provisional Allotment Letter or any other Prospectus Documents in, into or from any Excluded Jurisdiction (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 the Provisional Allotment Letter or any other Prospectus Documents, the Bank reserves the right to permit any Shareholder to take up his/her/its rights if the Bank, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of Nil Paid Rights or subscriber of Rights Shares hereby represents and warrants to the Bank and to any person acting on their behalf, unless in their sole discretion the Bank waives such requirement expressly in writing that:

- he/she/it was a Shareholder as at 5:00 p.m. on Monday, 31 August 2015, or he/she/it lawfully acquired or may lawfully acquire the Nil Paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the Nil Paid 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 or take up the Nil Paid 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 not taking up for the account of any person who is located in the U.S., unless (a) the instruction to purchase or take up the Nil Paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is acquiring the Nil Paid Rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the Nil Paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouneement, pledge, transfer, delivery or distribution, directly or indirectly, of such Nil Paid Rights or Rights Shares into the U.S.; and
- he/she/it understands that neither the Nil Paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the Nil Paid 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 Nil Paid Rights or Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renouneed, pledged, delivered, distributed 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 U.S. Securities Act.

Any person accepting and/or transferring the Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Bank that, except where proof has been provided to the satisfaction of the Bank that such person's use of the Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring the Provisional Allotment Letter, or requesting registration of the relevant Nil Paid Rights or Rights Shares from within any of the Excluded Jurisdictions; (ii) is not in any of the Excluded Jurisdictions or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the Nil Paid Rights or the Rights Shares or to use the Provisional Allotment Letter in any manner in which such person has used or will use it; (iii) is not acting on a non-discretionary basis for a person resident in any of the Excluded Jurisdictions at the time the instruction to accept or transfer was given; and (iv) is not acquiring the Nil Paid Rights or the Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouneement, pledge, transfer, delivery or distribution, directly or indirectly, of any such Nil Paid Rights or Rights Shares into any of the Excluded Jurisdictions.

The Bank may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the Provisional Allotment Letter if it: (a) appears to the Bank to have been executed in, or despatched from, any of the Excluded Jurisdictions and the acceptance or transfer may involve a breach of the laws of the relevant Excluded Jurisdiction or the acceptance or transfer 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 Excluded Jurisdictions 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.

Completion and return of the Provisional Allotment Letter by any person will constitute a warranty and representation to the Bank, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

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

GENERAL

Lodgment of the Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the 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 Registrar, Computershare Hong Kong Investor Services Limited, 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.

The 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 are expected to be traded in board lots of 1,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 1,000).

References in the Provisional Allotment Letter to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong 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 the Provisional Allotment Letter, you agree to disclose to the Bank and/or the 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 Bank 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 Bank and 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 (i) the Bank, at its registered office at Ground Floor, Chong Hing Bank Centre, 24 Des Voeux Road Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary; or (ii) (as the case may be) the Registrar at its address set out above.

Yours faithfully,
For and on behalf of
Chong Hing Bank Limited
ZHANG Zhaoxing
Chairman