

IMPORTANT
重要提示

Reference is made to the prospectus (the "Prospectus") issued by Fosun International Limited (the "Company") dated 5 October 2015 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」）於二零一五年十月五日就供股刊發之招股章程（「招股章程」）。除文義另有所指外，於招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 19 OCTOBER 2015.
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二零一五年十月十九日下午四時正失效。

Please staple
your payment
here
請將股款
繫釘在此

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 16 September 2015. Deals in the nil-paid Rights Shares will take place from 7 October 2015 to 14 October 2015 (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。自二零一五年九月十六日起，現有股份已按除權基準進行交易。未繳股款供股股份將於二零一五年十月十七日至二零一五年十月十四日（首尾兩天包括在內）期間買賣。This 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. 有關供股之暫定配額通知書（「暫定配額通知書」）以及據此作出之任何接納及申請均受香港法律監管，並按其詮釋。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 however arising from or in reliance upon the whole or any part of the contents of this document. 香港交易及結算所有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，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. 有關供股之暫定配額通知書及供股股份獲聯交所批准上市及買賣並符合香港結算之股份收納規定後，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 867,182,273 RIGHTS SHARES
AT THE SUBSCRIPTION PRICE OF HK\$13.42 PER RIGHTS SHARE
ON THE BASIS OF 56 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56股供股股份的基準
以每股供股股份13.42港元的認購價發行867,182,273股供股股份的供股

**PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN
4:00 P.M. ON 19 OCTOBER 2015**

股款須不遲於二零一五年十月十九日
下午四時正接納時繳足

**PROVISIONAL ALLOTMENT LETTER
暫定配額通知書**

Registered Office:
Room 808, ICBC 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

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

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

Identifier
識別號

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

Blank box for Name(s) and address of the Qualifying Shareholder(s).

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

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

Please insert your contact telephone no:
請話上 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 jurisdiction other than (i) Hong Kong, and (ii) PRC, pursuant to the PRC Southbound Trading Investors. 本招股章程及本招股章程附錄(香港和/或中華人民共和國(根據中國證監會通知)以外任何司法權區之適用證券法例或對等法例登記或存案。本公司並無採取任何行動，以批准在香港境外任何地區呈售未繳股款供股股份或供股股份或派發任何招股章程文件(中國海股適投資者除外)。

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 is lawfully made with compliance with any registration or other legal or 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所有有關提呈要約或邀請或向專業辦理任何證券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獲配發之供股股份或申請額外供股股份，在取得獲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應付該地區規定須繳付之任何稅項及費項。倘本公司相信接納任何獲暫定配額之供股股份或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申請之權利。

Each person accepting the provisional allotment specified in this document:
• confirms that he/she/it/they has/have 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.

接納本文件所載之暫定配額的每位人士均：
• 確認其已閱讀本暫定配額通知書之附頁及招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將受香港法律管轄及根據香港法律詮釋。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS DOCUMENT, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C ABOVE AT ANY PARTICULAR BRANCHES OF WING LUNG BANK, LIMITED AS MENTIONED IN THE PROSPECTUS BY NOT LATER THAN 4:00 P.M. ON 19 OCTOBER 2015, UNLESS OTHERWISE AGREED BY THE COMPANY. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND BY CHEQUE OR CASHIER'S ORDER. CHEQUES(S) MUST BE DRAWN ON AN ACCOUNT WITH, AND CASHIER'S ORDER(S) MUST BE ISSUED BY A LICENSED BANK IN HONG KONG. ALL SUCH CHEQUE(S) OR CASHIER'S ORDER(S) MUST BE MADE PAYABLE TO "WING LUNG BANK (NOMINEES) LIMITED - FOSUN INTERNATIONAL - PAL" AND MUST BE CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT ON THE PAGE ATTACHED TO THIS PROVISIONAL ALLOTMENT LETTER. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES. 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內閣所示之款項，於二零一五年十月十九日下午四時正前交回於招股章程中所述之永隆銀行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「永隆銀行委託代客有限公司－復星國際－暫定配額供股」，並標明「只准入抬頭人賬戶」。劃線方式開出。有關轉讓及分拆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 the 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 Underwriters terminate or rescind the Underwriting Agreement, the Rights Issue will not proceed. 供股須以招股章程中「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 Underwriters 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，倘包銷商終止或解除包銷協議，則供股將不會進行。

If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue will not proceed. 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 persons 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 7 October 2015 and 14 October 2015 (both days inclusive) bear the risk that the Rights Issue may not become unconditional or may not proceed. 任何人士如擬在公佈發售日期至所有供股條件達成日期期間購買或出售股份，以及於二零一五年十月十七日至二零一五年十月十四日（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. 任何有意買賣供股股份之股東或其他人士，務請向有關專業顧問之咨詢。為免疑義，本公司將不處理任何在本暫定配額通知書上的特別書面指示。

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 18 September 2015
於二零一五年九月十八日，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 19 October 2015
暫定配發予閣下之供股股份總數，有關股款最遲須於二零一五年十月十九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. 銀行賬戶號碼

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)

5 October 2015

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the Provisional Allotment Letter and those set out in the prospectus (the "Prospectus") issued by Fosun International Limited (the "Company") dated 5 October 2015 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 the Provisional Allotment Letter on the basis of 56 Rights Shares for every 500 existing Shares in the Company registered in your name in the Register of Members of the Company on 18 September 2015. Your holding of existing Shares in the Company as at that date is set out in Box A on the front page of the Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on the front page 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\$13.42 per Rights Share payable in full on acceptance, in the manner set out below, by not later than 4:00 p.m. on 19 October 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 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.

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 the original Provisional Allotment Letter at any particular branches of Wing Lung Bank, Limited as mentioned below together with a remittance for the full amount payable on acceptance, as set out in Box C on the front page of the Provisional Allotment Letter by not later than 4:00 p.m. on 19 October 2015. This will constitute acceptance of the provisional allotment and entitlements on the terms of the 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 orders issued by, a licensed bank in Hong Kong. All such cheques and cashier's orders must be made payable to **"Wing Lung Bank (Nominees) Limited - Fosun International - PAL" and crossed "Account Payee Only"**. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Company's share registrar at (852) 2862 8633.

Wing Lung Bank, Limited

Area	Branch Name	Address	Opening hours from 6 October 2015 to 19 October 2015 (both days inclusive):
Hong Kong Island	Head Office	45 Des Voeux Road Central	Monday to Friday: 9:00am to 5:00pm; Saturday: 9:00am to 1:00pm; and Last acceptance date (19 October 2015) 9:00am to 4:00pm
	Johnston Road Branch	118 Johnston Road	
	North Point Branch	361 King's Road	
Kowloon	Mongkok Branch	B/F, Wing Lung Bank Centre, 636 Nathan Road	
	Tsim Sha Tsui Branch	4 Camarvon Road	
	Lam Tin Sceneway Plaza Branch	Shop 59, 3/F, Sceneway Plaza, 8 Sceneway Road	
New Territories	Yuen Long Branch	37 On Ning Road	
	Shatin Plaza Branch	Shop 2, Level 1, Shatin Plaza, 21-27 Sha Tin Centre Street	

It should be noted that unless the Provisional Allotment Letter, duly completed, together with the appropriate remittance for the amount as shown in Box C on the front page of the Provisional Allotment Letter, has been lodged in the manner as described above by not later than 4:00 p.m. on 19 October 2015, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Shares(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 the 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, the 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 the Provisional Allotment Letter), by not later than 4:30 p.m. on 9 October 2015 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 the 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 the 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 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 same Form of Transfer (Form B) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance at any particular branches of Wing Lung Bank, Limited as mentioned above by not later than 4:00 p.m. on 19 October 2015. All remittance must be made in Hong Kong dollars and must be forwarded either by cheques drawn on a bank account with, or cashier's orders issued by, a licensed bank in Hong Kong and made payable to **"Wing Lung Bank (Nominees) 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 Underwriters reserve the right to refuse to register any transfer in favour of any person in respect of which the Company or the Underwriters 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 Underwriters, by notice to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriters 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, shareholders, equity, profits, losses, results of operations, financial position or condition, 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, or the European Union (as a whole), 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, or the European Union (as a whole); 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, or the European Union (as a whole); or (vii) any suspension of dealings in the Shares for a period of more than ten 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; or (viii) an authority or a political body or organization in any relevant jurisdiction commencing any investigation in respect of any serious or indictable offence against any Director, rendering such Director disqualified to perform his duties as a Director; or which, in the sole and absolute opinion of either of the Underwriters: (1) is or will be likely to have a material adverse effect on the business or financial or trading position of the Group or the Rights Issue; or (2) has or will have or is likely to have a material adverse effect on the success 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 either of the Underwriters: (i) 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 (ii) any material breach by the Company of the Underwriting Agreement, or any material breach by FHL of the deed of irrevocable undertaking given by FHL or their respective obligations contained therein; or (iii) 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 any of the Underwriters may, upon giving written notice to the Company and FHL, terminate the Underwriting Agreement with immediate effect. In the event any of the Underwriters 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 Underwriters 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 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 28 October 2015.

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 28 October 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 28 October 2015 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 (other than the PRC Southbound Trading 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 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 (other than the PRC Southbound Trading 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 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 (other than the PRC Southbound Trading Investors) 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 Wing Lung Bank, Limited as mentioned in the Prospectus by 4:00 p.m. on 19 October 2015. All remittance must be in Hong Kong Dollars and must be forwarded either by cheques drawn on an account with, or cashier's orders issued by, a licensed bank in Hong Kong and made payable to **"Wing Lung Bank (Nominees) 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 27 October 2015. 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 THE 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 Company and the 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 Specified Territories.

The Prospectus Documents will not be registered under the applicable securities legislation of any jurisdiction other than: (i) Hong Kong; and (ii) the PRC, in accordance with the CSRC Notice after the approval from the Stock Exchange for the listing of the Rights Shares (in nil-paid and fully-paid forms) has been obtained.

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 18 September 2015 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 the 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, 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, custodians, nominees and trustees) who receive a copy of the 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 Underwriters determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, nominees and trustees) who does forward the 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 the Provisional Allotment Letter or any other Prospectus Documents, the Company and the Underwriters reserve the right to permit any Shareholder to take up his/her/ its rights if the Company and the Underwriters, 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.

Shareholders within Singapore are generally Non-Qualifying Shareholders. However, the Company can rely on an exemption from prospectus registration requirements with regard to the Rights Issue to such Shareholders provided that they fulfil the relevant requirements under relevant Singapore laws and regulations to the satisfaction of the Company.

The offer of nil-paid Rights Shares and fully-paid Rights Shares by the Company is made only to and directed at, and the nil-paid Rights Shares and fully-paid Rights Shares are only available to, persons in Singapore who are existing members of the Company.

The Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Prospectus, the Provisional Allotment Letter, the Excess Application Form and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the nil-paid Rights Shares and fully-paid Rights Shares may not be circulated or distributed, nor may the nil-paid Rights Shares and fully-paid Rights Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) existing members of the Company under Section 273(1)(cd)(i) of the Securities and Futures Act, Chapter 289 of Singapore, or (ii) pursuant to, and in accordance with the conditions of an exemption under Section 274 or Section 275, or where applicable, Section 273(1)(cd)(ii) of the Securities and Futures Act, Chapter 289 of Singapore.

Qualifying Shareholders and/or any holder of the nil-paid Rights Shares and fully-paid Rights Shares may only offer the nil-paid Rights Shares and fully-paid Rights Shares in Singapore to (i) existing members of the Company under Section 273(1)(cd)(i) of the Securities and Futures Act, Chapter 289 of Singapore, or (ii) pursuant to, and in accordance with, the conditions of an exemption under Section 274 or Section 275, or where applicable, Section 276, of the Securities and Futures Act, Chapter 289 of Singapore.

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

- He/she/it/they was/were a Shareholder as at 18 September 2015, or he/she/it/they lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person;
- He/she/it/they may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the Rights Shares in the jurisdiction in which he/she/it/they reside(s) or is/are currently located;
- Subject to certain exceptions, he/she/it/they is/are not resident or located in, or a citizen of, the United States;
- Subject to certain exceptions, he/she/it/they is/are not accepting an offer to acquire or take up the nil-paid Rights Shares or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of the United States at the time the instruction to accept was given;
- He/she/it/they is/are not taking up for the account of any person as a dealer or other professional fiduciary, organised, incorporated, or, if an individual resident in the United States, unless:
 - (a) the instruction to take up was received from a person outside the United States, and
 - (b) the person giving such instruction has confirmed that (x) it has the authority to give such instruction, and (y) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the Rights Shares in an offshore transaction within the meaning of Regulation S under the U.S. Securities Act;
- He/she/it/they is/are acquiring the nil-paid Rights Shares and/or the Rights Shares in an "offshore transaction" as defined in Regulation S under the U.S. Securities Act;
- He/she/it/they has/have not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S under the U.S. Securities Act;
- He/she/it/they is/are not acquiring the nil-paid Rights Shares or Rights Shares with a view to the offer, sale, renouncement, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights Shares or Rights Shares into the United States; and
- He/she/it/they understands that neither the nil-paid Rights Shares 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 United States and the nil-paid Rights Shares or Rights Shares are being distributed and offered outside the United States in reliance on Regulation S of the U.S. Securities Act. Consequently he/she/it/they understands the nil-paid Rights Shares or Rights Shares may not be offered, sold, renounced, pledged or otherwise transferred in or into the United States, except pursuant to an effective registration statement or in accordance with an applicable 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 Company and the Underwriters that, except where proof or confirmation has been provided to the Company's satisfaction that such person's use of the 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 the 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 the 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, the 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

Logdgment 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 Company's share registrar, Computershare Hong Kong Investor Services Limited, (telephone number: (852) 2862 8633), 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 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 the 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 8633 during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the 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 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