

Provisional Allotment Letter No.

暫定配額通知書號碼

IMPORTANT  
重要提示

THIS PROVISIONAL ALLOTMENT LETTER IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS LETTER AND THE EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON 4 NOVEMBER 2010.

本暫定配額通知書具有價值及可轉讓。閣下並須即時處理。本通知書及額外申請表格所載之要約於二零一零年十一月四日下午四時正截止。如果您對本文件之任何內容或應採取之行動有任何疑問，應尋求獨立之專業意見。

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Terms defined in the prospectus of Hua Xia Healthcare Holdings Limited (the "Company") dated 19 October 2010 (the "Prospectus") have the same meanings herein, unless the context requires otherwise. 除文義另有所指外，華夏醫療集團有限公司（「本公司」）於二零一零年十月十九日刊發之招股章程（「招股章程」）所界定詞彙在本表格內應具相同涵義。

Subject to the granting of the listings of, and permission to deal in the Rights Shares in their nil-paid and fully-paid forms on the Stock Exchange as well as the compliance with the stock 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 Rights Shares in their nil-paid and fully-paid forms or such other dates as determined by HKSCC. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

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HUA XIA HEALTHCARE HOLDINGS LIMITED

華夏醫療集團有限公司\*

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code 股份代號: 8143)

RIGHTS ISSUE OF 1,503,470,662 RIGHTS SHARES  
ON THE BASIS OF ONE (1) RIGHTS SHARE  
FOR EVERY THREE (3) SHARES HELD ON RECORD DATE  
AT HK\$0.062 PER RIGHTS SHARE  
BY QUALIFYING SHAREHOLDERS  
PAYABLE IN FULL ON APPLICATION

按合資格股東

於記錄日期每持有三(3)股股份

獲發一(1)股供股股份之基準

以每股供股股份0.062港元

進行供股，發行1,503,470,662股供股股份

供股款須於申請時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Branch Share Registrar in Hong Kong:

香港股份過戶登記處:

Tricor Tengis Limited

26/F, Tesbury Centre

28 Queen's Road East

Wanchai, Hong Kong

卓佳登捷時有限公司

香港灣仔

皇后大道東28號

金鐘匯中心26樓

Head Office and Principal

Place of Business in Hong Kong:

總辦事處及香港主要營業地點:

19/F, New Wing

101 King's Road

Hong Kong

香港

英皇道101號

新翼19樓

Registered Office:

註冊辦事處:

Cricknet Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

19 October 2010

二零一零年十月十九日

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

Form for Qualifying Shareholder(s) name and address, including boxes A, B, and C.

Form for Total number of Shares registered, Number of Rights Shares, and Total subscription monies payable.

Dealings in the Rights Shares in the nil-paid form will take place from 21 October 2010 to 1 November 2010 (both days inclusive). Such dealings will take place during a period when certain conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be 11 November 2010), or Rights Shares in their nil-paid form from 21 October 2010 to 1 November 2010 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/its position is recommended to consult his/its professional adviser.

Upon the giving of such notice, all obligations under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

供股股份將於二零一零年十一月一日至二零一零年十一月一日期間（首兩日包括在內）以未繳股款形式買賣。該等買賣將於供股受限制之若干條件尚未達成期間內進行，凡於即日起至供股之所有條件達成當日（預期為二零一零年十一月十一日）前買賣股份，以及於二零一零年十一月二十一日至二零一零年十一月一日期間（首兩日包括在內）有買賣未繳股款供股股份之任何股東或其他人士，均須自承擔供股可能不會成為無條件及可能不會進行之風險。任何股東或其他人士如有買賣未繳股款供股股份，而對本身之情況有任何疑問，務請向其專業顧問諮詢意見。

董事謹請 閣下於其注意倘若發生以下情況，包銷商有權於最後截止時限前任何時間，藉向本公司發出書面通知終止包銷協議所載之安排：

- (a) 包銷商單獨及全權認為供股之成功將因下列事項而受到重大不利影響：
(i) 引入任何新法律或法規，或現行法律或法規（或其司法詮釋）有任何變動，或出現包銷商單獨及全權認為可能對本集團整體業務或財務或經營狀況或前景造成重大不利影響或對供股極為不利之任何性質之其他事件；或
(ii) 出現任何本地、全國或國際性之政治、軍事、財務、經濟或其他性質（不論是否與上述任何事件同期）之事件或變動（不論是否於供股章程日期之前、當日及/或之後出現或持續之一連串事件或變動之一部分），或任何本地、全國或國際性之敵對行為或武装衝突爆發或升級，或出現影響本地證券市場之事件或變動，而包銷商單獨及全權認為該等事件或變動可能對本集團整體業務或財務或經營狀況或前景構成重大不利影響或對供股之成功造成重大不利影響或使進行供股變得不可行或不智；或
(iii) 本集團整體業務或經營狀況出現任何重大不利變動；或
(b) 市場狀況出現任何不利變動（包括但不限於財務或貨幣市場之外匯或貨幣市場之任何變動，證券買賣暫停或受到重大限制），而包銷商單獨及全權認為該等變動可能對供股之成功構成重大不利影響或使進行供股變得不可行或不智；或
(c) 本公司或本集團任何成員公司之情況發生任何變動，而包銷商單獨及全權認為該等變動將對本公司前景構成重大不利影響，包括（在不限制上述一般性原則下）就清盤或結束業務而提交呈請或通過決議案或本集團任何成員公司出現類似事件或本集團之任何重大資產被毀壞；或
(d) 任何證券買賣之全面暫停或本公司之招股章程或招股章程之任何部分（不論是否關於本集團之業務或財務或經營狀況或關於遵守任何法例或創業上市規則或任何適用規則）於該日期之前未經本公司公開宣佈或刊發之資料，而包銷商單獨及全權認為對本集團整體而言屬重大，並很可能對供股之成功造成重大不利影響或可能導致審慎投資者不接納向其暫定配發之供股股份；或
(e) 包銷商有權單獨及全權酌情於最後截止時限前，向本公司送達書面通知終止包銷協議。

於發出有關通知後，包銷商於包銷協議項下之一切義務將告終止及終結（任何因先前違反包銷協議而須承擔者除外），而包銷協議訂約各方一概不得就因包銷協議而產生或與包銷協議有關之任何事項或事宜向任何他方提出任何申索，倘若包銷商行使有關權利，供股將不會進行。

\* For identification purpose only

\* 僅供識別



# HUA XIA HEALTHCARE HOLDINGS LIMITED

華夏醫療集團有限公司\*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 8143)

19 October 2010

Dear Qualifying Shareholders,

In accordance with the terms set out in the prospectus dated 19 October 2010 (the "Prospectus") despatched to shareholders of Hua Xia Healthcare Holdings Limited (the "Company"), a copy of which is enclosed, the directors of the Company have provisionally allotted to you a number of rights shares (the "Rights Shares") on the basis of one Rights Share for every three Shares of HK\$0.05 each in the capital of the Company held and registered in your name(s) as at 19 October 2010. Your holding of Shares as at 19 October 2010 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings herein unless the context requires otherwise.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. No person receiving a copy of the Prospectus or a Provisional Allotment Letter or Excess Application Form in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make on his/its behalf an application for the Rights Shares to satisfy himself/itself as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

**When issued, allotted and fully paid, the Rights Shares will rank pari passu in all respects with the Shares in issue. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid after the date of allotment of the fully-paid Rights Shares.**

#### PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this Provisional Allotment Letter intact with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 p.m. on 4 November 2010. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Hua Xia Healthcare Holdings Limited - Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Company's branch share registrar in Hong Kong at the above address.

It should be noted that unless this Provisional Allotment Letter, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on 4 November 2010 whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a Provisional Allotment Letter as valid and binding on the person(s) by whom and on whose behalf is lodged even if the Provisional Allotment Letter is not completed in accordance with the relevant instructions.

#### EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying Excess Application Form as indicated therein and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on 4 November 2010. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "Hua Xia Healthcare Holdings Limited - Excess Application Account" and crossed "Account Payee Only".

#### TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on 4 November 2010. 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 and the acceptance by the transferee(s) of such rights.

#### SPLITTING

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:00 p.m. on 27 October 2010 with the Company's branch share registrar in Hong Kong, Tricor Tengis Limited at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letter in the denominations required, which will be available for collection at Tricor Tengis Limited after 9:00 a.m. on the second Business Day after your surrender of the original Provisional Allotment Letter.

#### TERMINATION OF THE UNDERWRITING AGREEMENT

Dealings in the Rights Shares in the nil-paid form will take place from 21 October 2010 to 1 November 2010 (both days inclusive). Such dealings will take place during a period when certain conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person contemplating buying or selling Shares during the period from now up to the date on which all the conditions of the Rights Issue are fulfilled (which is expected to be 11 November 2010), or Rights Shares in their nil-paid form from 21 October 2010 to 1 November 2010 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/its position is recommended to consult his/its professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to the Latest Time for Termination, if:

- (a) in the sole and absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the sole and absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
  - (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic 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 which may, in the sole and absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
  - (iii) any material adverse change in the business or in the financial or trading position of the Group as a whole; or
- (b) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the sole and absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (c) there is any change in the circumstances of the Company or any member of the Group which in the sole and absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (d) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements in connection with the Rights Issue, or
- (e) the Prospectus or announcements of the Company published since the date of the Underwriting Agreement when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company and which may in the sole and absolute opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it,

the Underwriter shall at its sole and absolute discretion be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

#### CHEQUES OR 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. If any cheque or cashier's order lodged with this Provisional Allotment Letter is not honoured upon first presentation, this Provisional Allotment Letter is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares will constitute a warranty by the subscriber that the cheque or cashier's order will be honoured on first presentation.

#### SHARE CERTIFICATES

It is expected that certificates for the fully-paid Rights Shares will be despatched to you by the Company's branch share registrar in Hong Kong by ordinary post at your own risk on 12 November 2010.

You will receive one share certificate for all the full-paid Rights Shares and/or excess Rights Shares (if any) validly applied for and issued to you.

#### EFFECT OF BAD WEATHER

If there is a "black" rainstorm warning or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("Bad Weather") at any local time before 12:00 noon and no longer in force after 12:00 noon on 4 November 2010, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be extended to 5:00 p.m. on the same Business Day. If there is Bad Weather in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on 4 November 2010, the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

#### GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or share certificates.

This Provisional Allotment Letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from Tricor Tengis Limited at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,  
For and on behalf of the Board of  
Hua Xia Healthcare Holdings  
Limited  
華夏醫療集團有限公司\*  
Yung Kwok Leong  
Chairman

\* For identification purpose only

IN THE EVENT OF A TRANSFER OF RIGHTS, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納從價印花稅。在本文件登記之前，須出示已繳納香港從價印花稅之證明。

**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) who wish(es) to transfer all of its/his/her/their right(s) to subscribe for the Rights Shares comprised herein)  
(僅供擬將其於本表格所列可認購供股股份之權利全數轉讓之合資格股東填寫及簽署)

To the Directors  
**Hua Xia Healthcare Holdings Limited**

致：華夏醫療集團有限公司\*  
列位董事

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/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(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 日期：二零一零年 \_\_\_\_\_, 2010

**Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.**  
附註：轉讓閣下可認購供股股份之權利須繳納香港印花稅。

**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 has been transferred)  
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To The Directors  
**Hua Xia Healthcare Holdings Limited**  
致：華夏醫療集團有限公司\*  
列位董事

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) and I/we agree to accept the same on the terms embodied in this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲內乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，並在貴公司之組織章程大綱及細則限制下接納該等股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請於欄內填上「X」符號

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 names of joint applicants 續姓名及/或聯名申請人姓名 (if required) (如有需要)			
Address (joint applicants should give one address only) 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 派息指示			
Name & address of bank 銀行名稱及地址	Bank account no. 銀行戶口號碼		
	Account type 賬戶類別	For office use only 公司專用	

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 日期：二零一零年 \_\_\_\_\_, 2010

**Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Shares.**  
附註：閣下接納可認購供股股份之權利須繳納香港印花稅。

\* For identification purpose only  
\* 僅供識別