

Form A  
表格甲

The whole of this document must be returned to be valid.  
本文件必須整份交回方為有效。

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

IMPORTANT  
重要提示

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

閣下如對本文件任何方面或應辦理之手續有任何疑問，或閣下如已出售閣下名下所有或部分之富聯國際集團有限公司（「本公司」）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 FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON MONDAY, 14 DECEMBER 2009 OR SUCH LATER TIME/DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR RIGHTS SHARES". 此乃有價值及可轉讓之文件，敬請閣下即時處理。本文件所載之要約及隨附之額外供股股份申請表格於二零零九年十二月十四日（星期一）下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期截止。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange"), and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

香港交易及結算有限公司、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，並明確表示概不就因本文件全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

本公司股份之買賣可透過香港結算營運之中央結算及交收系統（「中央結算系統」）交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，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。

A copy of this provisional allotment letter, together with a copy of the rights issue prospectus dated 27 November 2009 (the "Prospectus") and the related form of application for excess Rights Shares have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance, Chapter 32 of the Laws of Hong Kong. A copy of the Prospectus has been or will be or will soon as reasonably practicable be filed with the Registrar of Companies in Bermuda as required under the Companies Act 1981 of Bermuda (as amended). The Registrar of Companies in Hong Kong, the Securities and Futures Commission of Hong Kong and the Registrar of Companies in Bermuda take no responsibility for the contents of any of these documents.

本暫定配額通知書，連同日期為二零零九年十一月二十七日之供股章程（「章程」）及有關額外供股股份申請表格，已遵照香港法例第32章公司條例第342C條之規定送呈香港公司註冊處處長登記。章程已經或將於切實可行的情況下儘快根據百慕達一九八一年公司法（經修訂）的規定呈交百慕達公司註冊處處長存檔。香港公司註冊處處長、香港證券及期貨事務監察委員會及百慕達公司註冊處處長對任何此等文件之內容概不負責。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their 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 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 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.

聯交所參與與之開立任何交易日期之交易之交收將於交易後第二個交易日在中央結算系統內進行。所有在中央結算系統之活動均須按照不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

除文義另有指外，章程所界定之詞彙與本通知書所用者具相同涵義。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, TRICOR STANDARD LIMITED, AT 26/F., TESBURY CENTRE, 28 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 14 DECEMBER 2009 OR SUCH LATER TIME/DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR RIGHTS SHARES". CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "USI HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.

閣下如欲接納本文件所指定之全部暫定配額，須將本文件整份連同下列兩欄所示港元款額之股款，須不遲於二零零九年十二月十四日（星期一）下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期交回本公司之香港股份過戶登記分處卓佳標準有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。支票必須由香港持牌銀行之銀行戶口開出，而銀行本票亦必須由香港之持牌銀行發出，並註明抬頭人為「USI HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」，以及「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。

Each person accepting the provisional allotment specified in this document:

- confirms that he/she/it has read the terms and conditions and arrangements set out on the pages attached to this provisional allotment letter and in the Prospectus and agrees to be bound by them; and
- 確認彼/已細閱本暫定配額通知書及章程各自所載條款，條下及接納手續並同意受其約束；及
- agrees that this provisional allotment letter and the resulting contract, will be governed by and construed in accordance with the laws of Hong Kong.

閣下同意本暫定配額通知書及據此而訂立之合約將受香港法例規管，並須按其詮釋。

USI Holdings Limited  
富聯國際集團有限公司\*  
(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立的有限公司)  
(Stock Code: 369)  
(股份代號: 369)

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

TRICOR STANDARD LIMITED  
26/F., Tesbury Centre  
28 Queen's Road East  
Wanchai  
Hong Kong

卓佳標準有限公司  
香港灣仔  
皇后大道東28號  
金鐘匯中心26樓

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

27th Floor  
Two Landmark East  
100 How Ming Street  
Kwun Tong  
Kowloon, Hong Kong  
九龍  
觀塘  
巧明街100號  
Two Landmark East 27樓

Registered office:  
註冊辦事處:  
Canon's Court  
22 Victoria Street  
Hamilton HM12  
Bermuda

RIGHTS ISSUE OF 329,813,306  
RIGHTS SHARES AT HK\$1.70 EACH ON THE BASIS OF ONE (1) RIGHTS SHARE  
FOR EVERY THREE (3) SHARES HELD ON THE RECORD DATE  
按於記錄日期每持有三(3)股股份  
獲配一(1)股供股股份為基準以每股供股股份1.70港元  
發行329,813,306股供股股份

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 area for shareholder name and address.

Total number of Shares registered in your name(s) on Thursday, 26 November 2009.  
於二零零九年十一月二十六日(星期四)登記於閣下名下之股份總數

BOX A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 14 December 2009 or such later time/date as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for Rights Shares".  
暫定配額予閣下之供股股份數目，股款須不遲於二零零九年十二月十四日(星期一)下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期接納時繳足。

BOX B  
乙欄

Total subscription monies payable  
應繳認購股款總額

BOX C  
丙欄  
HK\$  
港元

Contact telephone no.:  
聯絡電話:  
No person receiving a provisional allotment letter for Rights Shares in any jurisdiction other than Hong Kong may treat it as an offer or an invitation to apply for Rights Shares unless in the relevant jurisdiction, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. It is the responsibility of anyone outside Hong Kong wishing to accept the provisional allotment of the Rights Shares to satisfy himself/herself/itself, before exercising any rights to subscribe for the Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents, and to pay any 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 if it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

It should be noted that under the Underwriting Agreement, if at any time prior to 5:00 p.m. on Wednesday, 16 December 2009, being the second Business Day following the date on which the latest time for acceptance falls:

- (a) there shall develop, occur, exist or come into effect:
  - (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, Singapore or Bermuda;
  - (ii) any change in local, national or international financial, political, military, industrial, economic, currency or market conditions; or
  - (iii) any change in the conditions of local, national or international securities markets (including the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange due to exceptional financial circumstances); or
  - (iv) any material change in the business or in the financial or trading position or prospects of the Group; or
  - (v) any act of God, war, riot, public disorder, any outbreak or escalation of hostilities, declaration of emergency, calamity, crisis, epidemic, terrorism or any event or a series of events beyond the control of the Underwriter, which, in the reasonable opinion of the Underwriter, has a material adverse effect on the Group or the Rights Issue or has a material adverse effect on the level of Rights Shares taken up; or
- (b) there comes to the notice of the Underwriter:
  - (i) any matter or event showing any of the Warranties or any undertakings of the Company under the Underwriting Agreement to be untrue or misleading in any material respect or as having been breached in any material respect and, in each case, which will materially and adversely affect the Group; or
  - (ii) any change in Hong Kong taxation or exchange control which materially and adversely affects the Group.

then and in any such case the Underwriter may (but shall not be bound to), upon giving notice to the Company, terminate the Underwriting Agreement with immediate effect.  
If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. It should be noted that the Shares have been dealt with on an ex-rights basis from Monday, 23 November 2009 and that the Rights Shares are expected to be dealt with in their nil-paid form from Tuesday, 1 December 2009 to Wednesday, 9 December 2009 (both days inclusive). Any dealings in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are required to be fulfilled (which is expected to be Wednesday, 16 December 2009), or any dealings in the Rights Shares in their nil-paid form between Tuesday, 1 December 2009 and Wednesday, 9 December 2009 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors in the Company should therefore exercise caution when dealing in the Shares or the Rights Shares in their nil-paid form, and if they are in any doubt about their position, they should consult their professional advisers.

於香港以外任何司法權區接獲供股股份之暫定配額通知書之任何人士，概不得將之視為申請供股股份之要約或邀請，除非有關司法權區內有毋須遵守任何登記或其他法律或監管規定之情況下，可合法作出該項供股股份要約或邀請。香港境外之任何人士如欲為其本身接納暫定配額，則有責任在行使認購供股股份的任何權利前確保已遵守所有有關司法權區之法律及法規，包括取得任何政府或其他同意，及就此履行該司法權區規定繳納之任何稅項及徵稅。倘本公司相信接納供股股份之申請將違反任何司法權區適用之證券或其他法律或法規，則本公司保留拒絕接納任何該等供股股份申請之權利。

- a) 倘下列任何事項出現、發生、存在或生效:
    - (i) 香港、新加坡及百慕達所在任何地方的法院或其他主管機關頒佈任何新法律或法規，或現行法律或法規有變，或有關詮釋或應用有變；
    - (ii) 地方、國家或國際金融、政治、軍事、工業、經濟、貨幣或市場有變，或
    - (iii) 地方、國家或國際證券市場（包括對接納供股股份之證券買賣進行全面禁禁、暫停或施加重大限制）；或
    - (iv) 本集團的業務、財務或經營狀況或前景有任何重大轉變；或
    - (v) 任何天災、戰爭、動亂、公眾騷亂、股對行為爆發或升級、宣佈進入緊急狀態、災禍、危機、疫症、恐怖活動或非由銷商所能控制的任何事件或連串事件；而包銷商合理認為上述情況會對本集團或供股有重大不利影響或會對供股股份的認購數量有重大不利影響；或
  - b) 倘下列任何事項出現、發生、存在或生效:
    - (i) 任何事情或事件顯示本公司根據包銷協議所作出的任何保證或任何承諾在任任何重大方面屬失實或構成誤導或違反時，並於上述各情況將對本集團有重大不利影響；或
    - (ii) 香港稅務或外匯管制有變，而將會對本集團有重大不利影響。
- 而在此情況下，包銷商可（但不一定須）向本公司發出通知即時終止包銷協議。
- 倘包銷商終止包銷協議，供股將不會進行。請注意，股份已由二零零九年十一月二十三日起以除權方式買賣。預期供股股份將由二零零九年十二月一日（星期二）起至二零零九年十二月九日（星期三）（包括首兩日）以未繳股款方式買賣。凡由現時起至供股條件齊全達成當日（預期為二零零九年十二月十六日（星期三））進行股份買賣，或於二零零九年十二月一日（星期二）至二零零九年十二月九日（星期三）（包括首兩日）進行未繳股款供股股份買賣，均將承擔供股未必成為無條件或未進行的風險。因此，本公司之股東及潛在投資者於買賣供股股份時務必審慎行事；如後等對本身的情況有任何疑問，應諮詢彼等的專業顧問。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

\* For identification purpose only  
僅供識別

**USI Holdings Limited**  
(Incorporated in Bermuda with limited liability)  
(Stock Code: 369)

27 November 2009

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus dated 27 November 2009 (the "Prospectus") despatched to Qualifying Shareholders of USI Holdings Limited (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of one (1) Rights Share for every three (3) Shares of HK\$0.50 each in the Company registered in your name as at Thursday 26 November 2009 (the "Record Date") at HK\$1.70 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

No action (including registration or filing under any applicable legislation of any jurisdiction other than Hong Kong and Bermuda) has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus, the provisional allotment letter and the form of application for excess Rights Shares in any jurisdiction other than Hong Kong, Macau, New Zealand, Singapore, Spain, Taiwan and Thailand. Accordingly, no provisional allotment of Rights Shares will be made to Shareholders in the U.S. ("the Excluded Shareholders") Any net proceeds of sale of nil-paid Rights Shares, after deduction of expenses, will be distributed in Hong Kong dollars to the Excluded Shareholders according to their respective entitlements on the Record Date, except that any indivisible amounts of HK\$100 or less will be retained for the benefit of the Company. Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders and which are not sold, Rights Shares provisionally allotted but not accepted, and any unsold Rights Shares created by aggregating fractions of the Rights Shares will be available for excess application by applicants using the accompanying form of application for excess Rights Shares and subject to and in accordance with the term of such form of application for excess Rights Shares.

No person receiving a provisional allotment letter or a form of application for excess Rights Shares in any jurisdiction other than Hong Kong may treat it as an offer or an invitation to apply for Rights Shares or excess Rights Shares, unless in the relevant jurisdiction such an offer or invitation to apply for Rights Shares or excess Rights Shares could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares or excess Rights Shares to satisfy himself/herself/itself, before exercising any rights to subscribe for provisionally allotted Rights Shares, as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents, and to pay any 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 or excess Rights Shares if it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

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

**PROCEDURE FOR ACCEPTANCE**

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's Hong Kong branch share registrar and transfer office, Tricor Standard Limited, at 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance of the number of Rights Shares provisionally allotted to you as set out in Box C, so as to be received by not later than 4:00 p.m. on Monday, 14 December 2009 or such later time/date as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for Rights Shares". All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "USI Holdings Limited — Provisional Allotment Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this provisional allotment letter and the Prospectus and subject to the Memorandum of Association and Bye-laws of the Company.

It should be noted that unless this provisional allotment letter, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Monday, 14 December 2009 or such later time/date as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for Rights Shares", whether by the original allottee or any person in whose favour the rights have been validly transferred, that provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

**EXCESS RIGHTS SHARES**

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying form of application for excess Rights Shares as indicated thereon and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares being applied for, with the Registrar by not later than 4:00 p.m. on Monday, 14 December 2009 or such later time/date as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for Rights Shares". All remittances must be made in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "USI Holdings Limited — Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

**EFFECT OF COMPLETING AND SUBMITTING THE PROVISIONAL ALLOTMENT LETTER AND/OR THE APPLICATION FORM FOR EXCESS RIGHTS SHARES**

By completing and submitting the provisional allotment letter and/or the application form for excess Rights Shares you (and if you are joint applicants, each of you jointly and severally) for yourself or as agent or nominee and on behalf of each person for whom you act as agent or nominee:

- **agree** to applicable laws and without prejudice to any other rights which you may have that once your acceptance of the provisional allotment of Rights Shares and/or application for excess Rights Shares has been received and/or accepted, you may not rescind it because of an innocent misrepresentation;
- **agree** that your acceptance of the provisional allotment of Rights Shares and/or application for excess Rights Shares, any acceptance of your application for excess Rights Shares and the resulting contract/contracts will be governed by and construed in accordance with the laws of Hong Kong;
- **agree** to disclose to the Company, and/or its 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 and/or application for excess Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or its 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 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 head office and principal place of business as disclosed in Appendix III (General Information) of the Prospectus or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Registrar;
- **agree** with the Company, and each Shareholder, and the Company agrees with each Shareholder, to observe and comply with the Hong Kong Companies Ordinance, the Companies Act 1981 of Bermuda (as amended) and the Memorandum of Association and Bye-Laws of the Company;
- **agree** with the Company and each Shareholder that the Shares are freely transferable by the holders thereof;
- **warrant** the truth and accuracy of the information in your acceptance of the provisional allotment of Rights Shares and/or application for excess Rights Shares; and
- if the laws of any place outside Hong Kong are applicable to your application, **agree** and **warrant** that you have complied with all such laws and neither the Company nor the Underwriter nor any of their respective officers or advisors will infringe any law outside Hong Kong as a result of your acceptance of the provisional allotment of Rights Shares and/or application for excess Rights Shares, or any action arising from your rights and obligations under the terms and conditions contained in the Prospectus.

**TRANSFER**

If you wish to transfer all of your Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this provisional allotment letter to the person(s) to or through whom you are transferring your Rights Shares. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Monday, 14 December 2009 or such later time/date as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for Rights Shares". 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.

**SPLITTING**

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter or to transfer all of your rights to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter, the original provisional allotment letter must be surrendered by not later than 4:30 p.m. on Friday, 4 December 2009 to the Registrar Tricor Standard Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel the original provisional allotment letter and issue new provisional allotment letter(s) in the denominations required which will be available for collection at the office of the Registrar, after 9:00 a.m. on the second business day after the surrender of this original PAL. The provisional allotment letter contains full information regarding the procedures to be followed if you wish to accept only part of your provisional allotment or if you wish to transfer all or part of your provisional allotment.

**EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR RIGHTS SHARES**

- If there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning:
- (a) in force in Hong Kong at any time between 12:00 noon and no longer in force after 12:00 noon on the Acceptance Date, the latest time for acceptance of and payment in the Rights Issue will be extended to 5:00 p.m. on the same day; or
  - (b) in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on the Acceptance Date, the latest time for acceptance of and payment in the Rights Issue will be postponed to 4:00 p.m. on the next 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.

**TERMINATION OF THE UNDERWRITING AGREEMENT**

It should be noted that under the Underwriting Agreement, if at any time prior to 5:00 p.m. on Wednesday, 16 December 2009, being the second Business Day after the Underwriter being notified by the Company of the aggregate number of Underwritten Rights Shares which have not been taken up pursuant to the Underwriting Agreement:

- (a) there shall develop, occur, exist or come into effect:
  - (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, Singapore or Bermuda;
  - (ii) any change in local, national or international financial, political, military, industrial, economic, currency or market conditions; or
  - (iii) any change in the conditions of local, national or international securities markets (including the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange due to exceptional financial circumstances); or
  - (iv) any material change in the business or in the financial or trading position or prospects of the Group; or
  - (v) any act of God, war, riot, public disorder, any outbreak or escalation of hostilities, declaration of emergency, calamity, crisis, epidemic, terrorism or any event or a series of events beyond the control of the Underwriter;
- (b) which, in the reasonable opinion of the Underwriter, has a material adverse effect on the Group or the Rights Issue or has a material adverse effect on the level of Rights Shares taken up; or there comes to the notice of the Underwriter:
  - (i) any matter or event showing any of the Warranties or any undertakings of the Company under the Underwriting Agreement to be untrue or misleading in any material respect or as having been breached in any material respect and, in each case, which will materially and adversely affect the Group; or
  - (ii) any change in Hong Kong taxation or exchange control which materially and adversely affects the Group,

then and in any such case the Underwriter may (but shall not be bound to), upon giving notice to the Company, terminate the Underwriting Agreement with immediate effect.

The Rights Issue is conditional upon, amongst other things, the following:

- (a) all necessary approvals, permits, waivers, consents and authorisations having been obtained for the Rights Issue, the provisional allotment and allotment of the Rights Shares;
- (b) the Stock Exchange granting or agreeing to grant (subject to allotment) listing of, and permission to deal, in all the Rights Shares, in their nil-paid and fully paid forms, either unconditionally or subject to conditions (the "Listing Approval") which are satisfied by not later than the latest time for acceptance;
- (c) the Stock Exchange not having withdrawn or revoked the Listing Approval on the second Business Day following the latest time for acceptance;
- (d) the delivery on or before the Posting Date of one copy of each of the Rights Issue Documents to the Underwriter and the Stock Exchange signed by or on behalf of all of the Directors;
- (e) the filing and registration on or prior to the Posting Date of one signed copy of each of the Rights Issue Documents (and all other documents required to be attached) with the Registrar of Companies in Hong Kong, insofar as such is required to comply with the Companies Ordinance;
- (f) the filing on or prior to the Posting Date of one signed copy of each of the Rights Issue Documents (and all other documents required to be attached thereto) with the Registrar of Companies in Bermuda, insofar as much is required to comply with the Companies Act;
- (g) if required, the Bermuda Monetary Authority granting its consent to the issue of the Rights Shares on or prior to the Posting Date;
- (h) the posting of the Rights Issue Documents to the Qualified Shareholders on or before the Posting Date (or such later date as the Underwriter may agree with the Company); and
- (i) the Underwriting Agreement having become unconditional and not having been terminated.

In the event that any of the above conditions has not been fulfilled on or before 4:00 pm on the second Business Day after the latest time for acceptance, the Underwriting Agreement shall terminate and the obligations of the Company and the Underwriters shall cease and be null and void upon such termination and none of the Company and the Underwriters shall, save in respect of certain provisions and any right or liability accrued under the Underwriting Agreement before such termination, have any right against or liability towards the other arising out of or in connection with the Underwriting Agreement.

**It should be noted that the Shares have been dealt with on an ex-rights basis from Monday, 23 November 2009 and that the Rights Shares are expected to be dealt with in their nil-paid form from Tuesday, 1 December 2009 to Wednesday, 9 December 2009 (both days inclusive). Any dealings in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are required to be fulfilled (which is expected to be Wednesday, 16 December 2009), or any dealings in the Rights Shares in their nil-paid form between Tuesday, 1 December 2009 and Wednesday, 9 December 2009 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be refunded to the applicants without interest by means of cheques(s) to be despatched by ordinary mail at the risk of such applicants on or about Friday, 18 December 2009. Shareholders and potential investors in the Company should therefore exercise caution when dealing in the Shares or the Rights Shares in their nil-paid form, and if they are in any doubt about their position, they should consult their professional advisers.**

**CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment immediately upon receipt and any interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order 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 thereunder will be deemed to have been declined and will be cancelled.

**CERTIFICATES FOR RIGHTS SHARES**

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary mail to those Qualifying Shareholders or the transferees to whom the Qualifying Shareholders have transferred their entitlements to the Rights Shares, who have paid for and have accepted the Rights Shares, at such persons' own risk on or about Friday, 18 December 2009. Where any entitlement to Rights Shares in fully-paid form exceeds one board lot, the relevant Qualifying Shareholder(s) will receive one share certificate for the allotment of Rights Shares.

**GENERAL**

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

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

Further copies of the Prospectus giving details of the Rights Issue are available from the head office and principal place of business of the Company in Hong Kong, at 27th Floor, Two Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong and Tricor Standard 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  
**USI Holdings Limited**  
**CHENG WAI CHEE, Christopher**  
Chairman

**USI Holdings Limited**  
**富聯國際集團有限公司\***  
(於百慕達註冊成立的有限公司)  
(股份代號: 369)

敬啟者:

茲根據寄發予富聯國際集團有限公司\*(「本公司」)合資格股東日期為二零零九年十一月二十七日的供股章程(「章程」)所載條款,董事已按於二零零九年十一月二十六日(星期四)(「記錄日期」)登記於閣下名下每持有三(3)股每股面值0.50港元之股份可獲配(1)股供股股份之基準,按每股供股股份1.70港元之價格,向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄。閣下獲暫定配發之供股股份數目載列於乙欄。除文義另有所指外,章程表列之詞彙與本函件所採用者具有相同涵義。

本公司並無採取任何行動(包括根據香港及百慕達以外任何司法權區之任何適用法例進行登記或存檔),以批准在香港、澳門、新西蘭、新加坡、西班牙、台灣及泰國以外任何司法權區發售供股股份或派發章程、暫定配額通知書及額外供股股份申請表格,故於美國之股東(「除外股東」)將不會獲暫定配發任何供股股份。有關出售未繳股款供股股份所得款項淨額(經扣除開支)將會根據於記錄日期除外股東各自獲享之配額比例以港元向彼等分派,惟任何100港元或以下之個別款項將撥歸本公司所有。原應暫定配發予除外股東並未予出售之供股股份、已暫定配發但未獲接納之供股股份,以及彙集任何零碎供股股份而未出售的供股股份,在額外供股股份申請表格條款的規限下,將可供申請人以隨附之額外供股股份申請表格申請認購。

於香港以外任何司法權區獲暫定配額通知書或額外供股股份申請表格之任何人士,概不得將之視為申請供股股份或額外供股股份之要約或邀請,除非於有關司法權區可在毋須遵照任何登記或其他法律或監管規定之情況下可合法提出該項供股股份或額外供股股份之要約或邀請。在下文所述之規限下,香港境外之任何人士如欲為其本身申請供股股份或額外供股股份,則有責任於行使認購暫定配發供股股份的任何權利前確保已就此遵守所有有關司法權區之法律及法規,包括取得任何政府或其他同意,及就此繳納該司法權區規定繳付之任何稅項及徵稅。倘本公司相信該項接納將違反任何司法權區適用之證券或其他法律或法規,則會保留拒絕接納任何供股股份或額外供股股份申請之權利。

供股股份(經配發、發行及繳足股款後)將在各方面均與現有發行全部股份享有同等權益。繳足股款供股股份的持有人將有權收取於供股股份配發及發行日期後可能宣派、作出或派付的一切未來股息及分派。

#### 接納手續

閣下如欲接納暫定配額,須不遲於二零零九年十二月十四日(星期一)下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期將本暫定配額通知書整份,連同須於接納丙欄所示暫定配額予閣下之供股股份數目時繳付之全部股款,送交本公司之香港股份過戶登記分處卓佳標準有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓(「過戶登記處」)。全部股款須以港元支付,支票必須由香港持牌銀行之銀行戶口開出,而銀行本票必須由香港之持牌銀行發出,註明抬頭人為「USI Holdings Limited – Provisional Allotment Account」,及以「只准入抬頭人賬戶」劃線方式開出。閣下繳付股款後,即構成已按本暫定配額通知書及章程之條款,並在本公司之組織章程大綱及細則之規限下接納暫定配額。

務請注意,除非本暫定配額通知書連同丙欄所示之應繳股款不遲於二零零九年十二月十四日(星期一)下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期,由原行之承配人或獲有效轉讓供股權之任何人士按上文所述交回,否則本暫定配額及一切有關權利將視作已被放棄並將被註銷。

#### 額外供股股份

閣下如欲申請認購閣下所獲暫定配發以外之任何供股股份,應按隨附之額外供股股份申請表格之指示將表格填妥及簽署,連同就所申請認購額外供股股份須於申請時全數繳付之獨立股款支票,須不遲於二零零九年十二月十四日(星期一)下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期交回過戶登記處。全部股款必須以港元支付,支票必須由香港持牌銀行之銀行戶口開出,而銀行本票必須由香港之持牌銀行發出,註明抬頭人為「USI Holdings Limited – Excess Application Account」,及以「只准入抬頭人賬戶」劃線方式開出。務請注意,董事將按公平合理基準酌情分配額外供股股份,惟並不保證股東可獲配發全部或其任何申請認購之額外供股股份。

#### 填妥及遞交暫定配額通知書及/或額外供股股份申請表格之效用

暫定配額通知書及/或額外供股股份申請表格一經填妥及遞交,即表明閣下(如屬聯名申請人,即各聯名申請人共同及個別)就閣下本身或作為代理或代名人及代表閣下作為代理或代名人所代表的各位人士:

- **同意**(須符合適用法例及在不損害閣下可能擁有的任何其他權利的情況下)閣下接納供股股份之暫定配額及/或申請額外供股股份一經接獲及/或接納,閣下不得因無意的失實陳述而撤銷申請;
- **同意**閣下接納供股股份之暫定配額及/或申請額外供股股份,對閣下申請額外供股股份及據此而訂立之合約之接納將受香港法例規管,並須按其詮釋;
- **同意**向本公司及/或其過戶登記處及彼等各自之顧問及代理披露個人資料及所需之閣下閣下為其利益而提出接納供股股份之暫定配額及/或申請額外供股股份之人士之任何資料。個人資料(私隱)條例賦予證券持有人權利查明本公司或其過戶登記處是否持有其個人資料,並有權索取該資料副本及更正任何不正確資料。根據個人資料(私隱)條例,本公司及其過戶登記處有權就處理任何查閱資料的要求收取合理費用。所有關於查閱資料或更正資料或查閱資料政策及措施及持有資料類別的要求,應按照章程附錄三(一般資料)所披露的本公司總部及主要營業地點或根據適用法律不時通知的地址向本公司的公司秘書或(視情況而定)過戶登記處提出;
- 向本公司及各股東**表示同意**,而本公司亦向各股東表示同意遵守及符合香港公司條例、百慕達一九八一年公司法(經修訂)及本公司組織章程大綱及細則;
- 向本公司及各股東**表示同意**,股份可由持有人自由轉讓;
- **保證**閣下接納供股股份之暫定配額及/或申請額外供股股份之資料乃真實準確;及
- 倘香港以外任何地區的法律適用於閣下的申請,則閣下**同意及保證**已遵從一切有關法律,而本公司及包銷商及彼等各自的任何高級職員或顧問將不會因閣下之接納供股股份之暫定配額及/或申請額外供股股份或閣下根據章程所載條款及條件所享有的權利與承擔的責任所引起的任何訴訟而違反香港以外地區的任何法律。

#### 轉讓

閣下如欲將暫定配發之供股股份全部轉讓他人,須填妥及簽署轉讓及提名表格(表格乙),並將本暫定配額通知書交予閣下欲轉讓供股股份之人士或經手轉讓之人士。承讓人則須填妥及簽署登記申請表格(表格丙),並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之全部股款,須不遲於二零零九年十二月十四日(星期一)下午四時正或載列於「惡劣天氣對接納供股股份及繳付股款之最後期限之影響」一段之較後時間/日期交回過戶登記處。務請注意,閣下在轉讓有關供股股份之認購權時須繳納香港印花稅。

#### 分析

閣下如欲只接納部份之暫定配額或將閣下根據暫定配額通知書獲暫定配發認購供股股份之部份權利或閣下之所有轉讓認購暫定配額通知書下暫定配發供股股份的權利,則原有的暫定配額通知書須不遲於二零零九年十二月十四日(星期五)下午四時三十分交回過戶登記處卓佳標準有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)予以註銷,而過戶登記處將會註銷此份暫定配額通知書正本,並將按所要求之股份面額發出新暫定配額通知書。新暫定配額通知書將於交回此份暫定配額通知書的正本後第二個營業日上午九時正後於股份過戶登記處領取。暫定配額通知書載有有關閣下接納部份之暫定配額或轉讓閣下之全部或部份暫定配額時應辦理之手續之全部資料。

#### 惡劣天氣對接納供股股份及繳付股款之最後期限之影響

倘發出八號或以上熱帶氣旋警告訊號或黑色暴雨警告:

- (a) 於接納日期中午十二時正前之任何時間在香港懸掛,並於當日中午十二時正後解除,則接納供股及付款之最後期限將順延至同日下午五時正;或
- (b) 於接納日期中午十二時正至下午四時正期間之任何時間在香港懸掛,則接納供股及付款之最後期限將順延至下一個營業日(於上午九時正至下午四時正期間之任何時間並無懸掛上述警告之日)下午四時正。

#### 終止包銷協議

務請注意,根據包銷協議,若於二零零九年十二月十六日(星期三)(即包銷商獲本公司通知有關根據包銷協議未獲認購包銷供股股份總數後第二個營業日)下午五時正前任何時間:

- a) 倘若下列任何事項出現、發生、存在或生效:
  - i) 香港、新加坡或百慕達所在任何地方的法院或其他主管機關頒佈任何新法律或法規,或現行法律或法規有變,或有關詮釋或應用有變;
  - ii) 地方、國家或國際金融、政治、軍事、工業、經濟、貨幣或市況有變;或
  - iii) 地方、國家或國際證券市場的狀況有變(包括因特殊金融狀況而對聯交所的證券買賣進行全面禁售、暫停或施加重大限制);或
  - iv) 本集團的業務、財務或經營狀況或前景有任何重大轉變;或
  - v) 任何天災、戰爭、動亂、公眾騷亂、敵對行為爆發或升級、宣佈進入緊急狀態、災禍、危機、疫症、恐怖活動或非包銷商所能控制的任何事件或連串事件;
- 而包銷商合理認為上述情況會對本集團或供股有重大不利影響或會對供股股份的認購數量有重大不利影響;或
- b) 包銷商得悉:
  - i) 任何事情或事件顯示本公司根據包銷協議所作出的任何保證或任何承諾在任何重大層面屬失實或構成誤導或違反反時,並於上述各情況將對本集團有重大不利影響;或
  - ii) 香港稅務或外匯管制有變,而將會對本集團有重大不利影響。

而在此情況下,包銷商可(但不一定須)向本公司發出通知即時終止包銷協議。

供股須待(其中包括)以下條件達成後,方可作實:

- (a) 已取得供股、暫定配發及配發供股股份的一切必要批文、許可、豁免、同意及授權;
- (b) 聯交所無條件或有待之條件(「上市批准」)最遲於最後接納時間前達成,批准或同意批准(有待配發)所有未繳股款及繳足股款供股股份上市及買賣;
- (c) 聯交所於緊隨最後接納時間之第二個營業日尚未撤回或撤銷上市批准;
- (d) 於刊發日期或之前向包銷商及聯交所寄發代表全體董事或經彼等簽署各供股文件副本一份;
- (e) 遵照公司條例之規定,於刊發日期或之前將各供股文件之一份已簽署副本(並隨附所有其他必要文件)呈交香港公司註冊處存檔及登記;
- (f) 遵照公司法之規定,於刊發日期或之前將各供股文件之一份已簽署副本(並隨附所有其他必要文件)呈交百慕達公司註冊處存檔;
- (g) 如有必要,由百慕達金融管理局於刊發日期或之前授出其同意發行供股股份;
- (h) 於刊發日期(或包銷商與本公司可能協定之較後日期)或之前向合資格股東寄發供股文件;及
- (i) 包銷協議已成為無條件且尚未終止。

倘若上述任何條件並未在最後接納時間後第二個營業日下午四時正或之前達成,則包銷協議將告終止,而本公司及包銷商的責任亦告終止,並於終止時即告無效及失效。因此本公司及包銷商任何一方無須因為或就包銷協議向另一方具有任何權利或負上任何責任(惟某些條款及有關終止前根據包銷協議所產生的任何權利或責任除外)。

請注意,股份已由二零零九年十一月二十三日(星期一)起以除權方式買賣。預期供股股份將由二零零九年十二月一日(星期二)起至二零零九年十二月九日(星期三)(包括首尾兩天)以未繳股款方式買賣。凡由現時起至供股條件需全面達成當日(預期為二零零九年十二月十六日(星期三))進行股份買賣,或於二零零九年十二月一日(星期二)至二零零九年十二月九日(星期三)(包括首尾兩天)進行未繳股款供股股份買賣,均將承擔供股未必成為無條件或未必進行的風險。倘供股未能進行,所收取之認購股款將於二零零九年十二月十八日(星期五)或之前不計利息以普通郵寄方式寄發支票退還予申請人,郵誤風險概由申請人自行承擔。因此,本公司之股東及潛在投資者於買賣供股股份時務必審慎行事,如彼等對本身的情況有任何疑问,應諮詢彼等的專業顧問。

#### 支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶,而自該等款項所賺取之任何利息將撥歸本公司所有。倘任何支票或銀行本票在首次過戶時未能兌現,則本暫定配額通知書將被拒絕受理。在此情況下,暫定配額及有關權利將視作已被放棄及將被註銷。

#### 供股股份股票

預期將於二零零九年十二月十八日(星期五)或前後以普通郵寄方式向已繳股款及接納供股股份的合資格股東或獲合資格股東轉讓其供股配額的承讓人寄發繳足股款供股股份股票,郵誤風險概由該等合資格股東自行承擔。倘獲配之繳足股款供股股份多於一手買賣單位,則相關合資格股東將就供股股份之配額收取一張股票。

#### 一般資料

暫定配額通知書連同獲發暫定配額通知書人士所簽署之轉讓及提名表格(如適用)一經交回,即確實證明交回上述文件之人士(一名或多名)有權處理本暫定配額通知書,並有權收取分拆後之配額通知書及/或股票。

本暫定配額通知書及任何接納函中所載要約之事宜須受香港法例所規管及據此予以詮釋。

載述供股詳情之章程,於一般辦公時間內在本公司之總辦事處及香港主要營業地點(地址為九龍觀塘巧明街100號Two Landmark East 27樓)及卓佳標準有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)可供索取。

此致

列位合資格股東 台照

代表  
富聯國際集團有限公司\*  
主席  
鄭維志  
謹啟

二零零九年十一月二十七日

\* 僅供識別

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

在本文件提出任何轉讓獲發的供股時，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。在以本文件登記轉讓供股股份權益之前，須出示已繳付從價印花稅之證明。

### FORM OF TRANSFER AND NOMINATION

#### 轉讓及提名表格

Form B

表格乙

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised herein)

(只供擬轉讓彼等全部供股股份認購權之合資格股東填寫及簽署)

To: **The Directors,  
USI HOLDINGS LIMITED**

致：富聯國際集團有限公司\*  
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予本人/吾等之供股股份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)之該(等)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: \_\_\_\_\_ 2009

**NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.**

附註：轉讓閣下之供股股份認購權須繳付香港印花稅。

### REGISTRATION APPLICATION FORM

#### 登記申請表格

Form C

表格丙

(To be completed and signed only by the person(s) to whom the right to subscribe for the Rights Shares have been transferred)

(只供供股股份認購權之承讓人填寫及簽署)

To: **The Directors,  
USI HOLDINGS LIMITED**

致：富聯國際集團有限公司\*  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of the 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 set out in this provisional allotment letter and the accompanying Prospectus and subject to the memorandum of association and bye-laws 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登記於本人/吾等名下，本人/吾等同意依照本暫定配額通知書及隨附之章程所載條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

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 or Company Name 姓氏或公司名稱	Other Names 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of Joint Applicants 申請人續姓名及/或聯名申請人姓名			
Address in English 英文地址			
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. 銀行賬戶號碼		
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

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: \_\_\_\_\_ 2009

**Ad valorem stamp duty is payable by the transferee(s) if this form is completed.**

填妥此表格後，承讓人須繳付從價印花稅。

\* For identification purpose only  
僅供識別