

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

IMPORTANT
重要提示

Reference is made to the prospectus of TCC International Holdings Limited (the "Company") dated 4 June 2010 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus bear the same meanings when used herein, unless the context requires otherwise.

茲提述台灣國際集團有限公司(本公司)日期為二零一零年六月四日有關供股之章程(「供股章程」)。除文義另有所指外,「供股章程」所界定之詞彙,在本暫定配額通知書內具相同涵義。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE PAL CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON MONDAY, 21 JUNE 2010.
本暫定配額通知書具有價值及可予轉讓,請即處理。本暫定配額通知書內之附屬章程及隨附之額外申請表格將於二零一零年六月二十一號(星期一)下午四時正截止。

IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISOR FOR INDEPENDENT ADVICE. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR TRANSFERREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFERREE(S).

閣下對本暫定配額通知書之內容或該通知書內之行動有任何疑問,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獲取獨立意見。閣下如已將名下本公司所有股份出售或轉讓,應立即將供股章程及本暫定配額通知書以及隨附之額外申請表格交予買主或承讓人,或經手出售或轉讓之銀行、持牌證券交易商或其他代理商,以便轉交買主或承讓人。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of the Rights Issue Documents, make no representation as to their 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 the Rights Issue Documents.

香港交易所及結算所有限公司、聯交所及香港結算對供股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,並明確表示概不認因供股文件全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣,以及遵守香港結算之股份收納規定,未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券,可由各自開始在聯交所買賣之日或香港結算釐定之其他日期起,於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之交易須於其後第二個交易日在中央結算系統內進行交收。中央結算系統之所有活動均須於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限下。

A copy of each of the Rights Issue Documents, together with the documents specified in the paragraph headed "Documents Delivered to the Registrar of Companies," in Appendix V to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Securities and Futures Commission nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents.

每份供股文件連同供股章程附錄五(送呈公司註冊處之文件)一段所列之文件,已經獲香港法例第32章公司條例第342C條送呈香港公司註冊處登記。香港證券及期貨事務監察委員會及香港公司註冊處對任何此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong by no later than 4:00 p.m. on Monday, 21 June 2010. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "TCC INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" and together "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances.

倘若有意行使閣下之權利認購本暫定配額通知書所列之所有供股股份,閣下必須依照其上印備之指示,於二零一零年六月二十一日(星期一)下午四時正前將本暫定配額通知書連同按時應付之全數股款交回過戶處香港中央證券登記有限公司,地址為香港皇后大道東183號合和中心17樓1712-1716號。所有股款必須以港元支付。支票須由香港持牌銀行之帳戶開出,而本票則須由香港持牌銀行開立,以「次交一拍賣人賬戶」方式劃撥開出,並註明抬頭人為「TCC INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT」。概不會就股款發出收據。

Each person accepting the provisional allotment specified in this PAL:

接納本暫定配額通知書所指定配額之每名人士:

• confirms that he/she/it has read the terms and conditions and acceptance procedures set out on the pages attached to this PAL and in the Prospectus and agrees to be bound by them; and

• 確認其已閱讀本暫定配額通知書及附錄五所載條款、條件及接納手續並同意受其約束;及

• agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with the laws of Hong Kong.

• 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,並按其詮釋。

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

Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Hong Kong
香港中央證券登記有限公司
香港
皇后大道東183號
合和中心17樓
1712-1716號舖

TCC INTERNATIONAL HOLDINGS LIMITED
台泥國際集團有限公司

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock Code: 1136)
(股份代號: 1136)

RIGHTS ISSUE OF 1,098,544,023 RIGHTS SHARES
ON THE BASIS OF ONE (1) RIGHTS SHARE
FOR EVERY TWO (2) SHARES HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$2.10 PER RIGHTS SHARE
BY THE QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 21 JUNE 2010
按合資格股東於記錄日期每持有兩(2)股股份
可獲配發一(1)股供股股份之基準,
以每股供股股份2.10港元之認購價
進行涉及1,098,544,023股供股股份之供股,
供股股款須於接納時繳足,
即不遲於二零一零年六月二十一日(星期一)下午四時正
PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Registered office:
註冊辦事處:
P.O. Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Head office and principal place
of business in Hong Kong:
總辦事處及香港主要營業地點:
16th Floor
Hong Kong Diamond
Exchange Building
8-10 Duddell Street
Central
Hong Kong
香港
中環
都爹利街-10號
香港鑽石大廈
16樓

4 June 2010
二零一零年六月四日

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

Total number of Share(s) registered in your name(s) on Tuesday, 1 June 2010
於二零一零年六月一日(星期二)登記於閣下名下之股份總數

Form for BOX A (甲欄) with fields for name and address.

BOX A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Monday, 21 June 2010
暫定配發予閣下之供股股份數目,惟須不遲於二零一零年六月二十一日(星期一)下午四時正前接納繳足股款方可作實

Form for BOX B (乙欄) with fields for name and address.

BOX B
乙欄

Total subscription monies payable
應繳認購款項總額

Form for BOX C (丙欄) with fields for name and address.

BOX C
丙欄

HKS
港元

Contact telephone no.:
聯絡電話號碼:

Deals in the Rights Shares in the nil-paid form will take place from Tuesday, 8 June 2010 to Tuesday, 15 June 2010 (both dates inclusive). The Rights Issue is conditional, inter alia, upon the fulfillment of the conditions set out under the section headed "Conditions of the Rights Issue and the Underwriting Agreement" below. The Banks are entitled under the Underwriting Agreement to terminate the Underwriting Agreement on the occurrence of certain events, including but not limited to force majeure, as described below. The Rights Issue is also subject to the Banks not terminating the Underwriting Agreement. Accordingly, the Rights Issue may or may not proceed.

Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form during the period from Tuesday, 8 June 2010 to Tuesday, 15 June 2010 (both dates inclusive) who are in any doubt about their position are recommended to consult their professional advisers. Any Shareholders or other persons dealing in the Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Banks' right of termination of the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Tuesday, 8 June 2010 to Tuesday, 15 June 2010 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

Conditions of the Rights Issue and the Underwriting Agreement

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Banks not having terminated the Underwriting Agreement in accordance with the term thereof. The obligations of the Joint Underwriters under the Underwriting Agreement are conditional upon, among other things:

- (i) the granting of permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange (the "Listing Permission") occurring by no later than three Business Days after the Record Date, and not being withdrawn prior to the Latest Time for Termination; and
- (ii) the Stock Exchange issuing a certificate authorising registration of the Prospectus with the Hong Kong Companies Registry under section 342C of the Companies Ordinance not later than the Record Date (or such later time and/or date as the Company and the Banks may agree in writing);
- (iii) a duly certified copy of the Prospectus (and other required documents) having been lodged with the Hong Kong Companies Registry not later than the Record Date, and the Hong Kong Companies Registry issuing a confirmation of registration letter not later than the Record Date;
- (iv) each condition to enable the nil-paid Rights Shares to be admitted as eligible securities for deposit, clearance and settlement in CCASS (other than the Listing Permission) being satisfied on or before the Record Date and no notification having been received by the Company from HKSCC by such time that such admission or facility for holding and settlement has been or is to be refused;
- (v) none of the Company's or TCCI's representations, warranties or undertakings contained in the Underwriting Agreement being breached, untrue, inaccurate or misleading in any material respect;
- (vi) compliance by the Company with its obligations under the Underwriting Agreement; and
- (vii) compliance by TCCI with its obligations under the Underwriting Agreement with its irrevocable undertaking given under the Underwriting Agreement as described in the section headed "Undertaking from TCCI" in the Prospectus.

The Company shall use its best endeavours to procure the fulfillment of each of the conditions set out above (except paragraph (vii)) and TCCI shall use its best endeavours to procure the fulfillment of the condition set out in paragraph (vii) above and in particular shall furnish such information, supply such documents, pay (in the case of the Company) such fees, give such undertakings and do all such acts and things as may reasonably be required by the Banks and the Stock Exchange in connection with the listing of the Rights Shares.

The Banks may at any time in writing waive any of the conditions set out above (except paragraph (vii)) or extend the time or date for fulfillment of any such condition (in which case a reference in the Underwriting Agreement to the satisfaction of such condition shall be to its fulfillment by the time or date as so extended) and such waiver or extension may be made subject to such terms and conditions as are determined by the Banks.

If any of the conditions set out above (which have not previously been waived by the Banks if capable of being waived under the Underwriting Agreement) is not fulfilled, or becomes incapable of fulfillment, at or before the time and date specified therein or, in the absence of such specification, the Latest Time for Termination (or, in any such case, such later date or dates as the Banks may agree with the Company in writing), the Underwriting Agreement (save in respect of certain rights and obligations under the Underwriting Agreement) shall terminate and no party will have any claim against any other for costs, damages, compensation or otherwise, provided that such termination shall be without prejudice to the rights of the parties in respect of any breach of the Underwriting Agreement occurring prior to such termination.

股數佔供股總數之百分比(包括供股期內) 認購供股股份之責任股東或其他人,如對彼等之情況有任何疑問,應諮詢彼等之專業顧問,凡於供股之所有條件達成當日(及該等條件終止包銷協議之權利滿當日)買賣股份之任何股東或其他人士,以及於二零一零年六月八日(星期二)至二零一零年六月十五日(星期三)期間(包括供股期內)買賣未繳股款供股股份之任何人士,將因此承受供股可能不會或為無條件或可能不會進行之風險。

供股及包銷協議之條件

供股須待包銷協議或為無條件及該等銀行並無拒絕包銷協議之條款終止前包銷協議後,方可作實。聯席包銷商於包銷協議項下之責任包括(其中包括)下列條件獲達成後,方可作實:

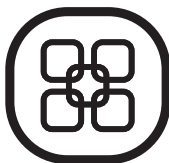
- (i) 聯交所不備註冊日期前三個月內向公眾提供未繳股款及繳足股款供股股份上市之買賣(「上市批准」);而聯交所批准於截止之後時開始上市未繳股款;
- (ii) 聯交所備註冊日期前(或本公司與該等銀行同意之日期)向公眾提供未繳股款及繳足股款供股股份上市之買賣(「上市批准」);而聯交所批准於截止之後時開始上市未繳股款;
- (iii) 一份供股章程之經正式核准副本(及其其他必要文件)已於記錄日期或之前送交香港公司註冊處,且香港公司註冊處於記錄日期或之前發出一份註冊證書;
- (iv) 可令未繳股款供股股份獲納為合資格證券以於中央結算系統內寄存、結算及交收之各項條件(上市批准除外)已於記錄日期或之前達成,且本公司於持有及交收有關接納或繳足並無獲獲香港結算發出之通知有關接納或繳足或被或將會被拒絕;
- (v) 如包銷協議所載本公司或TCCI之聲明、保證或承諾概無在任何重大方面遭違反、屬不真實、不準確或具有誤導成份;
- (vi) 本公司遵守其他包銷協議項下之責任;及
- (vii) TCCI遵守其對TCCI之聲明、保證或承諾概無在任何重大方面遭違反、屬不真實、不準確或具有誤導成份。

本公司須竭盡全力促使上文所載各項條件(第(vii)項除外),而TCCI須竭盡全力促使上文(即包銷協議之條件,尤其是提供有關資料、提供有關文件、支付(就本公司而言)有關費用、作出有關承諾及辦理一切由該等銀行及聯交所供股股份上市所規定之行動及事宜。

該等銀行可隨時或應聯席上文所載任何條件(第(vii)項除外)或延長或延遲任何有關條件之時間或日期(在此情況下,包銷協議中關於達成有關條件之提述應為有關條件於該延長之時間或日期前達成);而有關聯席或延長或延遲該等銀行所訂定之條款及條件作出。

倘若上述任何條件(倘有關條件可被包銷協議所獲豁免而之前並無獲獲該等銀行豁免)於其所規定之時間及日期,或倘無有關條件,則於截止之後時終止(或在任何此等情況下,於該等銀行可能與本公司以書面協定之較後日期)或之前未獲達成或未能達成,則包銷協議將告終止(有關包銷協議項下若干權利與責任除外),而任何一方不得提出或、賠償、補償或其他索償或向一方提出任何索償,惟該終止不會影響訂約方關於有關終止之前任何之責任及包銷協議的權利。

NO RECEIPT WILL BE GIVEN. 本公司將不會發出收據。



TCC INTERNATIONAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1136)

4 June 2010

Dear Qualifying Shareholders,

Reference is made to the prospectus of TCC International Holdings Limited (the "Company") dated 4 June 2010 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus bear the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of one (1) Rights Share for every two (2) Shares held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. Tuesday, 1 June 2010). Your holding of Shares on 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.

No action has been taken to permit the offering of the Rights Shares or the distribution of the Rights Issue Documents in any jurisdiction other than Hong Kong. Accordingly, it is the responsibility of any person outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before making the application as to the full 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 any such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

The nil-paid Rights Shares which have been provisionally allotted but not accepted by the Qualifying Shareholders, will be available for excess applications by the Qualifying Shareholders, using the accompanying form of application of excess Rights Shares.

When allotted, issued and fully-paid, the Rights Shares will rank pari passu in all respects with the 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 after the date of allotment and issue of the fully-paid Rights Shares.

PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, 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 the Registrar by no later than 4:00 p.m. on Monday, 21 June 2010. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "TCC INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL 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 this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this PAL, duly completed and 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 Monday, 21 June 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 to treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if such PAL is not completed in accordance with the relevant instructions.

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 PAL to the transferee(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by the Registrar by no later than 4:00 p.m. on Monday, 21 June 2010. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "TCC INTERNATIONAL HOLDINGS LIMITED - PROVISIONAL ALLOTMENT ACCOUNT" 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 and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of your provisional allotment and/or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or to transfer your rights to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 10 June 2010 with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, which will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second Business Day after the surrender of this original PAL.

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriting Agreement contains customary rights of termination. If at any time prior to the Latest Time for Termination certain events have occurred, including (but not limited to):

- (i) any matter or circumstance arises as a result of which any of the conditions set out in the section headed "Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus has become incapable of satisfaction as at the required time;
- (ii) any breach of any of the Company's or TCCI's representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Banks, or there has been a breach on the part of the Company or TCCI of any other provision of the Underwriting Agreement, or the Banks have cause to believe that any such breach has occurred;
- (iii) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given by the Company or TCCI under the Underwriting Agreement (as the case may be) would have rendered any of those representations, warranties or undertakings untrue, inaccurate, incomplete or misleading in any respect, comes to the knowledge of the Joint Underwriters;
- (iv) any statement contained in the Prospectus has become or been discovered to be untrue, inaccurate, incomplete or misleading in any respect;
- (v) any matter arises or is discovered which would, if the Prospectus was to be issued at the time, constitute an omission therefrom;
- (vi) the Company's application to the Main Board of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange;
- (vii) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities contained in the Underwriting Agreement;
- (viii) there is any adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group; or
- (ix) there has occurred, happened, come into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable) changes in certain financial, political, economic, legal, tax and market conditions or any event of force majeure in certain jurisdictions, which, in the sole opinion of the Banks:
 - (a) is or will be, or is likely to be, materially adverse to the condition or the prospects of the Group or to any present or prospective Shareholder in its capacity as such;
 - (b) has or will have or is likely to have a material adverse impact on the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or
 - (c) makes it impracticable, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents,

then in any such case the Banks, acting jointly, may by notice in writing to the Company, served prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement.

If at any time prior to the Latest Time for Termination any such termination notice is given by the Banks, the Underwriting Agreement will terminate (save in respect of certain rights and obligations under the Underwriting Agreement) and such termination shall be without prejudice to the rights of the parties in respect of any breach of the Underwriting Agreement occurring prior to such termination and neither the Company nor the Joint Underwriters shall have any claim against the other party save that the Company shall reimburse the Banks all costs and expenses reasonably incurred by them in connection with the Rights Issue.

EXCESS RIGHTS SHARES

Qualifying Shareholders shall be entitled to apply for any nil-paid Rights Shares provisionally allotted but not accepted by together the Qualifying Shareholders. If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon 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 Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 p.m. on Monday, 21 June 2010. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on a bank account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "TCC INTERNATIONAL HOLDINGS LIMITED - EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis on the following principles:

- (a) preference will be given to applications for less than a board lot of Rights Shares where it appears to the Directors that such applications are made to round up odd-lot holdings to whole-lot holdings and that such applications are not made with intention to abuse this mechanism; and
- (b) subject to availability of excess Rights Shares after allocation under principle (a) above, the excess Rights Shares will be allocated to Qualifying Shareholders based on a sliding scale with reference to the number of the excess Rights Shares applied for with the Registrar. Qualifying Shareholders applying for a smaller number of Rights Shares are allocated with a higher percentage of successful application but will receive a lesser number of Rights Shares; whereas Qualifying Shareholders applying for a larger number of Rights Shares are allocated with a smaller percentage of successful application but will receive a higher number of Rights Shares.

FRACTIONS AND ENTITLEMENTS TO THE RIGHTS ISSUE

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number) and allotted to Credit Suisse or its nominees (on behalf of the Banks) and all nil-paid Rights Shares arising from such aggregation will be sold in the market, if a premium of more than HK\$100 (net of expenses) can be obtained, and the Company will retain the proceeds from such sale(s) for its benefit.

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 PAL is not honoured upon first presentation, without prejudice to the other rights of the Company, this PAL 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 PAL together with a cheque or cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES

It is expected that a share certificate for the fully-paid Rights Shares will be posted by the Registrar, Computershare Hong Kong Investor Services Limited, to those entitled thereto at their own risk to their registered addresses on or before Monday, 28 June 2010.

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 time before 12:00 noon and no longer in force after 12:00 noon on Monday, 21 June 2010, the latest time for acceptance of and payment for the 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 time between 12:00 noon and 4:00 p.m. on Monday, 21 June 2010, the latest time for acceptance of and payment for the Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which will not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

GENERAL

If the latest time for acceptance of and payment for the Rights Shares does not take place on Monday, 21 June 2010, the dates mentioned in the section headed "Expected timetable" in the Prospectus may be affected. A press announcement will be made by the Company in such event.

Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with.

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this PAL 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 PALs and/or share certificates for Rights Shares.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, during normal business hours.

All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar. This PAL and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

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 (subject 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 V (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 Company's Registrar;
- agree with the Company, and each Shareholder of the Company, and the Company agrees with each of its Shareholders, to observe and comply with the Hong Kong Companies Ordinance, and memorandum and articles of association of the Company;
- agree with the Company, and each Shareholder of the Company that the Shares in the Company 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, the Joint Underwriters 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.

Yours faithfully,
For and on behalf of the Board of
TCC INTERNATIONAL HOLDINGS LIMITED
Mr. Wu Yih Chin
Managing Director

IN THE EVENT OF A TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS PAL, HONG KONG 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 HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS PAL.
在轉讓認購本暫定配額通知書所顯示供股股份之權利時，每宗買賣雙方均須繳納香港印花稅。禮贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納香港印花稅。在登記轉讓本暫定配額通知書所列任何認購供股股份之權利之前，須出示已繳納香港印花稅之證明。

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 his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(僅供擬將其／彼等於本表格所列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,
TCC INTERNATIONAL HOLDINGS LIMITED
致：台泥國際集團有限公司

列位董事 台照

Dear Sirs,
I/We hereby transfer all my/our rights to subscribe for the Rights Shares comprised in this PAL 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) of the Shareholder(s) (all joint Shareholders must sign) 股東簽署（所有聯名股東均須簽署）

Date: _____ 2010

日期：二零一零年 _____ 月 _____ 日

Note: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the right(s) to subscribe for the Rights Share(s).
附註：接納轉讓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 Share(s) have been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To the Directors,
TCC INTERNATIONAL HOLDINGS LIMITED
致：台泥國際集團有限公司

列位董事 台照

Dear Sirs,
I/We request you to register the number of 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 PAL 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
現有股東請在欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人只須填報排名首位申請人之地址。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicants (if applicable) 姓名(續)及/或聯名申請人姓名(如適用)				
Address 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
	Account Type 賬戶類別		For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署（所有聯名申請人均須簽署）

Date: _____ 2010

日期：二零一零年 _____ 月 _____ 日

Note: Hong Kong stamp duty is payable in connection with the acceptance of the transfer of the right(s) to subscribe for the Rights Share(s).
附註：接納轉讓可認購供股股份之權利須繳納香港印花稅。