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Unless the context otherwise requires, terms used herein shall bear the same meanings as those defined in the Scheme Document dated 27 March 2009 (the "Scheme Document") jointly issued by Rich Promise Limited and Crocodile Garments Limited.

OPTION OFFER FORM FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.



OPTION OFFER FORM

THIS OPTION OFFER FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Option Offer Form or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

This Option Offer Form should be read in conjunction with the Scheme Document. The defined terms under the section "Definitions" in the Scheme Document are incorporated into and form part of this Option Offer Form except where such terms are defined herein.

To accept the Option Offer made by the Offeror, you should complete and sign this Option Offer Form and forward the Option Offer Form, together with the relevant certificate(s) or document(s) evidencing the grant of the Option(s) to you, and any documents of title or entitlement (and/or any satisfactory indemnity or indemnities required in respect thereof) for the aggregate number of outstanding Options in respect of which you intend to accept the Option Offer (the "Relevant Documents"), by post or by hand to the company secretary of the Company at 11th Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong, marked "**Crocodile Option Offer**" on the envelope, as soon as possible and in any event so as to reach the company secretary of the Company at the aforesaid address no later than 4:30 p.m. (Hong Kong time) on Tuesday, 19 May 2009 (or such later time and/or date as may be notified to you by the Offeror).

To: **The Offeror and the Company**

I (name) _____ of (address) _____ ¹

hereby accept the Option Offer made by the Offeror in respect of Options to subscribe _____ ²
Option Shares and agree to the cancellation of those Options in consideration of HK\$0.01 for each 10,000 underlying Option Shares. The Relevant Documents relating to such Option(s) are herewith enclosed.

Dated this _____ day of _____ 2009

Signature of the
abovementioned Optionholder

Notes:

- 1 Please insert full name and address in **BLOCK CAPITALS**.
- 2 Please insert the number of Options in respect of which you wish to accept the Option Offer.

OPTION OFFER FORM

To: **The Offeror and the Company**

1. My execution of this Option Offer Form shall constitute:
 - (a) my acceptance of the Option Offer made by the Offeror, as contained in the Scheme Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Option(s) specified herein or, if no such number is specified or a number in excess of my registered holding of Option(s) is specified, I shall be deemed to have accepted the Option Offer in respect of my entire holding of Option(s);
 - (b) my undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to cancel my Option(s) tendered for cancellation under the Option Offer;
 - (c) my irrevocable instruction and authority to the Offeror, the Company and/or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my favour for the cash consideration to which I shall become entitled under the terms of the Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below to me at the registered address shown in the register of the Optionholders:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered Optionholder.)

Name: (in block capitals) _____
Address: (in block capitals) _____
 - (d) my irrevocable instruction and authority to the Offeror, the Company and/or such person or persons as they may direct to complete and execute any document on my behalf and to do any other act that may be necessary or expedient for the purposes of cancelling the Option(s) tendered for cancellation under the Option Offer; and
 - (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror, the Company and/or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I understand that my acceptance of the Option Offer will constitute a warranty and undertaking by me to the Offeror that the Option(s) specified in this Option Offer Form is/are free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and is/are to be renounced together with all rights accruing or attaching thereto on or after the Announcement Date or subsequently becoming attached to them and that I surrender to the Company all of my existing rights, if any, in respect of the Option(s), following which such Option(s) will be cancelled or extinguished.
3. I understand that if my registered address is located in a jurisdiction outside Hong Kong, acceptance of the Option Offer by me will constitute a warranty by me to the Offeror and the Company that I have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any such cancellation or other taxes by whomsoever payable, that I have not taken or omitted to take any action which will or may result in the Company or the Offeror or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws to receive and accept the Option Offer, and that such acceptance is valid and binding in accordance with all applicable laws.
4. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained above shall cease and in which event, I authorise and request you or any one of you to return the Relevant Documents together with this Option Offer Form duly cancelled, by ordinary post at my own risk to the person and address stated in paragraph 1(c) above or if no name and address is stated, to me at the registered address shown in the register of Optionholders.
5. If this Option Offer Form has not been fully completed or has been completed incorrectly, the Offeror and the Company may at their absolute discretion nevertheless treat the Option Offer Form as having been validly completed if they consider the omissions or mistakes to be immaterial.
6. I enclose the Relevant Documents in respect of the number of Options specified herein which is/are to be held by you on the terms and conditions of the Option Offer. I understand that no acknowledgment of receipt of this Option Offer Form and the Relevant Documents will be given.