

IMPORTANT

Reference is made to the prospectus (the "Prospectus") issued by New World China Land Limited dated 5 December 2011 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings herein unless the context otherwise requires.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and 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.

THIS DOCUMENT IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR THE RIGHTS SHARES IN ADDITION TO THOSE ALLOTTED PROVISIONALLY TO HIM/HER/HEM/IT. APPLICATIONS MUST BE RECEIVED BY THE BRANCH SHARE REGISTRAR OF THE COMPANY IN HONG KONG BY NO LATER THAN 4:00 P.M. ON MONDAY, 19 DECEMBER 2011.

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

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 BOTH THEIR NIL-PAID AND FULLY-PAID FORMS ON THE STOCK EXCHANGE OR SUCH OTHER DATES AS DETERMINED BY HKSCC. SETTLEMENT OF TRANSACTIONS BETWEEN PARTICIPANTS OF THE STOCK EXCHANGE ON ANY TRADING DAY IS REQUIRED TO TAKE PLACE IN CCASS ON THE SECOND TRADING DATE THEREAFTER. ALL ACTIVITIES UNDER CCASS ARE SUBJECT TO THE GENERAL RULES OF CCASS AND CCASS OPERATIONAL PROCEDURES IN EFFECT FROM TIME TO TIME.

A copy of this form of application for excess Rights Shares ("Excess Application Form"), together with a copy of the Prospectus and the related provisional allotment letter having attached thereto and the documents specified in the paragraph headed "Documents delivered to the registrar of companies" in Appendix III to the Prospectus have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong, the Stock Exchange and the SEC of Hong Kong take no responsibility as to the contents of any of these documents.

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker or other 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.

This Excess Application Form and any acceptance of and application made under it are governed by and shall be construed in accordance with the laws of Hong Kong.

THIS FORM IS NOT FOR PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES.

Branch Share Registrar in Hong Kong:
Tricor Standard Limited
26F, Tesbury Centre,
28 Queen's Road East,
Wanchai, Hong Kong



New World China Land Limited
新世界中國地產有限公司
(incorporated in the Cayman Islands with limited liability)
(Stock Code: 917)

Registered office of the Company:
P.O. Box 309, Uglad House,
Grand Cayman,
KY1-1104, Cayman Islands

Principal place of business of
the Company in Hong Kong:
9/F., New World Tower 1,
18 Queen's Road Central,
Hong Kong

5 December 2011

**RIGHTS ISSUE OF 2,881,306,455 RIGHTS SHARES
AT HK\$1.49 EACH ON THE BASIS OF ONE RIGHTS SHARE FOR
EVERY TWO SHARES HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON MONDAY, 19 DECEMBER 2011**

FORM OF APPLICATION FOR EXCESS RIGHTS SHARES

Name(s) and address of the Qualifying Shareholder(s)

Application can be made
only by the Qualifying
Shareholder(s) named
here.

To: The Directors
New World China Land Limited (the "Company")

Dear Sir/Madam,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Shares at the subscription price of HK\$1.49 per Rights Share under the Rights Issue. I/We enclose a separate remittance by cheque or cashier's order drawn in favour of **"NEW WORLD CHINA LAND LIMITED—EXCESS APPLICATION ACCOUNT"** and crossed "**Account Payee Only**" for HK\$ _____, being payment in full on application for the above-mentioned number of excess Rights Shares.

I/We request you to allot such excess Rights Shares applied for, or any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our share certificate(s) for the number of excess Rights Shares (if any) allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us. I/We understand that allotments in respect of this application shall be made at the discretion of the Board on a fair and equitable basis but with a view to giving preference to the rounding up of odd-lot holdings to whole-lot holdings of Shares. I/We also understand that subject to the availability of excess Rights Shares after allocation for the rounding up of odd-lot holdings to whole-lot holdings of Shares, 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 by them (i.e. Qualifying Shareholders applying for smaller number of Rights Shares will be allocated a higher percentage of the excess Rights Shares they have applied for; whereas Qualifying Shareholders applying for a larger number of Rights Shares will be allocated a lower percentage of the excess Rights Shares they have applied for (although they will still receive a greater number of Rights Shares than those applying for a smaller number)).

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/We authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such excess Rights Shares.

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of Shareholder(s) (all joint Shareholder(s) must sign)

Date: _____ 2011

This Excess Application Form should be completed in full and lodged, together with payment of HK\$1.49 per Rights Share for the number of excess Rights Shares applied for, with the Company's branch share registrar in Hong Kong, Tricor Standard Limited at 26F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on MONDAY, 19 DECEMBER 2011. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on an account with, or cashier's order issued by, a licensed bank in Hong Kong. All such cheques or cashier's orders must be made payable to **"NEW WORLD CHINA LAND LIMITED—EXCESS APPLICATION ACCOUNT"** and crossed "**Account Payee Only**". All enquiries in connection with this Excess Application Form for excess Rights Shares should be directed to the Company's branch share registrar in Hong Kong, Tricor Standard Limited at the above address.

Completion and return of this Excess Application Form for excess Rights Shares together with a cheque or a cashier's order in payment for the additional Rights Shares applied for which are the subject of this form will constitute a warranty and representation by the applicant that the cheque or the cashier's order will be honoured on first presentation. 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 accompanying this application is dishonoured on first presentation, without prejudice to the other rights of the Company, this Excess Application Form for excess Rights Shares is liable to be rejected.

Documents issued in connection with the Rights Issue have not been registered or filed under any applicable securities or equivalent legislation of any territory or jurisdiction other than Hong Kong. No action has been taken to permit the offering of the Rights Shares or the distribution of any documents issued in connection with the Rights Issue in any territory or jurisdiction other than Hong Kong, unless in the relevant territory or jurisdiction such offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. No person receiving a copy of the Prospectus or a provisional allotment letter or this Excess Application Form for excess Rights Shares in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares unless in the relevant territory or jurisdiction, such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements. It is the responsibility of any person (including but not limited to nominee, agent and trustee) wishing to make an application for the excess Rights Shares to satisfy himself/herself/themselves as to the observance of the laws and regulations of all relevant territories or jurisdictions, including the obtaining of any governmental or other consents, and to pay taxes and duties required to be paid in each territory or jurisdiction in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. If you are in doubt about your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes in doing so would violate the applicable securities legislation or other laws or regulations of any territory or jurisdiction.

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

You will be notified by the Company's branch share registrar in Hong Kong of any allotment of the excess Rights Shares made to you. If no excess Rights Share is allotted to you, it is expected that the amount tendered on application will be sent to you by ordinary post in full without interest at your own risk on or before Thursday, 29 December 2011. If the number of the excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will be sent to you by ordinary post without interest at your own risk to your registered address on or before Thursday, 29 December 2011. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that certificates in respect of the excess Rights Shares will be sent by ordinary post on or before Thursday, 29 December 2011 to those entitled thereto at their own risk. All documents in relation to the Rights Issue, including the share certificates and refund cheques, will be sent by ordinary post at the risk of the relevant applicants or persons entitled thereto.

Termination of the Underwriting Agreement:

The Rights Issue is conditional upon (i) the passing of the resolution for the increase of the authorised share capital of the Company by the Shareholders at the AGM; and (ii) the Underwriting Agreement becoming unconditional and not being terminated. The proposed increase of authorised share capital of the Company has been approved by the Shareholders at the AGM. Please refer to the results announcement of the AGM dated 22 November 2011.

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriter may, by notice in writing to the Company, at any time prior to the Latest Time for Termination, terminate the Underwriting Agreement if:

- (1) any matter or circumstance arises as a result of which any of the conditions set out in the Underwriting Agreement has become incapable of satisfaction as at the required time;
- (2) any breach of any of the warranties and undertakings given by the Company in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company of any other provision of the Underwriting Agreement, or the Underwriter has cause to believe that any such breach has occurred;
- (3) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement would have rendered any of the warranties and undertakings given by the Company in the Underwriting Agreement untrue, inaccurate, incomplete or misleading in any respect, comes to the knowledge of the Underwriter;
- (4) any statement contained in the Prospectus has become or been discovered to be untrue, inaccurate, incomplete or misleading in any material respect;
- (5) any matter arises or is discovered which would, if the Prospectus were to be issued at the time, constitute material omission therefrom;
- (6) the Company's application to the Listing Committee 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;
- (7) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement;
- (8) 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 which in the opinion of the Underwriter acting in good faith is material to the Rights Issue; or
- (9) 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):
 - (i) any change in, or any events or series of events likely to result in any change in (whether or not permanent) local, national or international financial, political, economic, military, industrial, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls (including without limitation, any change in the system under which the value of the Hong Kong currency is linked to that of the United States) in Hong Kong, the United States, the European Union, the United Kingdom or the PRC;
 - (ii) any new laws, rules, statutes, ordinances, regulations, guidelines or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal or regulatory consequences), orders, judgements, decrees or rulings of any governmental authority (the "Laws") or changes in existing Laws or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or the PRC;
 - (iii) any event of force majeure affecting Hong Kong, the United States, the European Union, the United Kingdom or the PRC including, without limiting the generality thereof, any act of God, war, outbreak or escalation of hostilities (whether or not war is declared) or act of terrorism, or declaration of a national or international emergency or war, civil commotion, economic sanctions, explosion, epidemic, calamity or lock-out (whether or not covered by insurance);
 - (iv) the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the London Stock Exchange, the New York Stock Exchange or any major disruption of any securities settlement or clearing services in Hong Kong or on commercial banking activities in Hong Kong, due to exceptional financial circumstances or otherwise;
 - (v) a change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong or the PRC; or
 - (vi) any suspension of dealings in the Shares for a period of over three consecutive Business Days (other than as a result of announcing the Rights Issue),

which, in the opinion of the Underwriter: (a) is or will be, or is likely to be, materially adverse to the general affairs, management, business, financial trading or other condition or 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 Prospectus Documents.

In the event the Underwriter exercises its right to terminate the Underwriting Agreement upon the giving of written notice of termination prior to the Latest Time for Termination, all the obligations of the Underwriter and the Company under the Underwriting Agreement (save in respect of certain rights or obligations under the Underwriting Agreement) shall cease and terminate immediately and no party shall have any claim against the other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement (other than in respect of any antecedent breaches). If the Underwriter exercises such right, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Further announcement will be made if the Underwriting Agreement is terminated by the Underwriter.

IT SHOULD BE NOTED THAT THE SHARES HAVE BEEN DEALT IN ON AN EX-RIGHTS BASIS ON THE STOCK EXCHANGE FROM MONDAY, 28 NOVEMBER 2011. DEALINGS IN THE RIGHTS SHARES IN THE NIL-PAID FORM ARE EXPECTED TO TAKE PLACE FROM WEDNESDAY, 7 DECEMBER 2011 TO WEDNESDAY, 14 DECEMBER 2011 (BOTH DAYS INCLUSIVE). ANY SHAREHOLDER OR OTHER PERSON DEALING IN SHARES OR OTHER SECURITIES OF THE COMPANY UP TO THE DATE ON WHICH ALL THE CONDITIONS TO WHICH THE RIGHTS ISSUE IS SUBJECT ARE FULFILLED (AND THE DATE ON WHICH THE UNDERWRITER'S RIGHT OF TERMINATION OF THE UNDERWRITING AGREEMENT CEASES) AND ANY PERSON DEALING IN THE NIL-PAID RIGHTS SHARES DURING THE PERIOD FROM WEDNESDAY, 7 DECEMBER 2011 TO WEDNESDAY, 14 DECEMBER 2011 (BOTH DAYS INCLUSIVE) WILL ACCORDINGLY BEAR THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL OR MAY NOT PROCEED. IF IN ANY DOUBT, SHAREHOLDERS, AND OTHER PERSONS CONTEMPLATING DEALING IN SECURITIES OF THE COMPANY AND POTENTIAL INVESTORS ARE RECOMMENDED TO CONSULT THEIR PROFESSIONAL ADVISERS, SHAREHOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN DEALING IN THE SECURITIES OF THE COMPANY.

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION
NO RECEIPT WILL BE GIVEN
For office use only

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

重要提示

謹請參閱新世界中國地產有限公司於2011年12月5日就供股而刊發之章程(「章程」)。除文義另有所指外，章程已界定的詞語在本文件中具有相同涵義。

香港交易及結算有限公司、聯交所及香港結算對本文件的內容概不負責，對其準確性或完整性亦不發表任何聲明，並表明不會就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的任何損失承擔任何責任。

本文件具有價值但不可轉讓，並僅供下述擬申請認購所獲指定配額以外供股股份的合資格股東使用。認購申請必須於2011年12月19日星期一下午4時正前交回本公司的股份過戶登記處香港分處。

閣下對本文件任何內容或應採取的行動如有任何疑問，應諮詢 閣下的股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

待未繳股款及未繳股款的供股股份獲准於聯交所上市及買賣，並遵守香港結算的股份收納規定後，未繳股款及未繳股款供股股份將獲香港結算收納為合資格證券，由未繳股款及未繳股款供股股份各自於聯交所開始買賣日期或由香港結算指定的其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行交易的交收須於其後第二個交易日於中央結算系統內進行。所有中央結算系統內的活動均依據不時有效的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。

本額外供股股份申請表格(「額外申請表格」)連同章程及其所附的有關指定配額通知書及章程附錄三(「送交公司註冊處的文件」)一段所述的文件，已按照公司條例第342C條的規定送交香港公司註冊處登記。香港公司註冊處、聯交所及香港證監會對該等文件的內容概不負責。

買賣股份可透過中央結算系統進行交收。有關交收安排的詳情以及該等安排對 閣下權利及權益可能造成的影響，應諮詢 閣下的股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

本額外申請表格及接納本表格以及根據本表格作出的有關申請均受香港法例監管，並按其詮釋。

本表格不可於美國境內或向美國直接或間接刊發或派發。

股份過戶登記處香港分處：

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



New World China Land Limited
新世界中國地產有限公司
(於開曼群島註冊成立之有限公司)
(股份代號：917)

本公司註冊辦事處：
P.O. Box 309, Ugland House,
Grand Cayman,
KY1-1104, Cayman Islands

本公司香港主要營業地點：
香港
皇后大道中18號
新世界大廈第1期9樓

2011年12月5日

按每股1.49港元之價格
於記錄日期每持有兩股股份可獲一股供股股份的基準
供股發行2,881,306,455股供股股份
股款最遲須於2011年12月19日星期一下午4時正前接納時繳足

額外供股股份申請表格

合資格股東姓名及地址

僅供本欄所載
合資格股東申請。

致：
新世界中國地產有限公司(「貴公司」)
職位董事 台照

敬啟者：

本人/吾等為上述合資格股東，現謹根據供股按每股供股股份1.49港元的認購價以不可撤回方式申請認購 _____ 股額外供股股份，並附以(「只准入抬頭人賬戶」)方式劃開用以「新世界中國地產有限公司—額外供股戶口」為抬頭人的獨立支票或銀行本票，支付須於申請時繳足的上列數目額外供股股份的全部款項 _____ 港元。

本人/吾等謹請 貴公司向本人/吾等配發所申請(或較少數目)的額外供股股份，並以普通郵遞方式按上列地址將本人/吾等根據足項申請獲配發數目的額外供股股份(如有)的股票及/或任何有關申請款項的退款支票寄予本人/吾等，郵誤風險由本人/吾等承擔。本人/吾等明白根據足項申請所作出的有關配發概由董事會按公平公正基準酌情決定，惟會優先考慮派足碎股或完整股份買賣單位的申請。本人/吾等亦明白，若就派足碎股或完整股份買賣單位分配後尚有額外供股股份，額外供股股份會基於所申請額外供股股份數目按對應調整方式分配予合資格股東，即申請較小數目供股股份的合資格股東按其申請獲分配的額外供股股份百分比較低，而申請較大數目供股股份的合資格股東按其申請獲分配的額外供股股份百分比較低，但後等所獲供股股份數目仍較申請較小數目供股股份者為多。

本人/吾等承諾接納章程所載條款及 貴公司的組織章程大綱及細則規定可配發予本人/吾等上述有關數目的額外供股股份。對於本人/吾等獲配發的任何額外供股股份，本人/吾等授權 貴公司向本人/吾等姓名列入 貴公司股東名冊，作為該等額外供股股份的持有人。

1. _____ 2. _____ 3. _____ 4. _____
股東簽署(所有聯名股東均須簽署)

日期：2011年 _____ 月 _____ 日

本額外申請表格須按受閱同申請額外供股股份數目支付每股供股股份1.49港元的股款，須於2011年12月19日星期一下午4時正前送交本公司的股份過戶登記處香港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。所有款項須以港元繳付，並以香港持牌銀行戶口開出的支票或香港持牌銀行發出的銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「新世界中國地產有限公司—額外供股戶口」，並以(「只准入抬頭人賬戶」)方式劃開開出。所有關於額外供股股份的本額外申請表格的查詢應寄予本公司的股份過戶登記處香港分處卓佳標準有限公司(地址見上文)。

填妥有關額外供股股份的本額外申請表格並連同申請認購本表格所述額外供股股份的付款支票或銀行本票交回，即表示申請人保證及聲明有關支票或銀行本票將於首次過戶時兌現。所有支票及銀行本票將於收取後立即過戶，而有關款項將全部利息將撥歸本公司所有。倘申請所附的任何支票或銀行本票於首次過戶時未能兌現，則有關額外供股股份的本額外申請表格可遭拒絕受理，但不影響本公司的其他權利。

就供股發行的文件並無根據香港以外任何地區或司法權區的任何適用證券法例或對等法例登記或備案。除非可在毋須辦理該地區或司法權區任何登記手續或符合該地區或司法權區其他法例或監管規定的情況下於有關地區或司法權區合法提出要約或邀請，否則本公司並無採取任何行動，以獲准在香港以外任何地區或司法權區發售或分發任何就供股而刊發的文件。任何在香港以外地區或司法權區的人士如欲接獲章程或指定配額通知書或有關額外供股股份的本額外申請表格，除非可在毋須辦理任何登記手續或符合該地區或司法權區合法提出要約或邀請，否則不得視為申請供股股份的票或邀請。任何人土(包括但不限於代名人、代理商及信託人)如欲為本身申請認購額外供股股份，將有責任遵守一切有關地區或司法權區的所有法例及規例，包括取得任何政府或其他方面的同意，以及繳付該地區或司法權區規定就此應付的任何稅款及費項。任何人土接納供股股份的票或被視為該人士向本公司作出聲明及保證，其完全遵照該等地方及規定。閣下如對本身情況有任何疑問，應諮詢 閣下本身的專業顧問。倘本公司相信該有關申請備記任何地區或司法權區的適用證券法或其他法例或規例，本公司保留權利拒絕接納任何認購額外供股股份的申請。

填妥及交回本表格即表示向本公司保證及聲明已經或將會就本表格及本表格的任何接納全面遵守香港以外所有有關地區或司法權區的一切登記、法律及監管規定。

閣下獲本公司的股份過戶登記處香港分處通知所獲配發的任何額外供股股份，閣下未獲配發任何額外供股股份，申請時繳交的款項預期將於2011年12月29日星期四或之前全數(不計利息)以普通郵遞方式寄予 閣下，郵誤風險由 閣下承擔。倘 閣下獲配發額外供股股份的數目少於申請認購者，則額外申請的款項(不計利息)預期亦將於2011年12月29日星期四或之前按 閣下的登記地址以普通郵遞方式寄還予 閣下。倘 閣下不獲配發，則閣下預期將獲退回的款項將於2011年12月29日星期四或之前以普通郵遞方式寄予有權收取股款的人士，郵誤風險概由收件人承擔。有關供股的所有文件(包括股票及退款支票)將以普通郵遞方式寄出，郵誤風險概由有關申請人或有關領取上述文件的人士承擔。

終止包銷協議：

供股股份(i)股東於股東週年大會通過決議案增加本公司法定股本；及(ii)包銷協議或為無條件且並無終止後，方可作實。

股東已於股東週年大會上批准建議增加本公司法定股本。請參閱日期為2011年11月22日股東週年大會之結果公佈。

包銷協議載有條文賦予包銷商在發生若干事件之情況下向本公司發出書面通知終止包銷協議之權利。

倘發生以下事件，包銷商可於最後終止時間之前任何時間向本公司發出書面通知終止包銷協議：

- 發生任何事實或情況致使包銷協議所載之任何條件變成不能於指定時間達成；
- 包銷商得知本公司於包銷協議內作出之任何保證及承諾違反任何條件，或本公司嚴重違反包銷協議任何其他條款，或包銷商有理由相信已發生任何有關違反；
- 包銷商得知發生或發現任何事件或事宜，而該等事件或事宜倘發生於包銷協議日期之前，將會導致本公司於包銷協議作出之任何保證及承諾在任任何方面虛假、不準確、不完整或有誤導成份；
- 章程所載之任何聲明已變成或被發現現在任何重大方面屬失實、不準確、不完整或有誤導成份；
- 發生或發現任何事宜，而倘於當時刊發章程、該等事宜將構成一項重大遺漏；
- 本公司向聯交所上市委員會作出之供股股份(未繳股款及未繳股款)於聯交所上市及買賣之申請遭本公司撤回及/或遭聯交所拒絕受理；
- 發生任何事件，行為或遺漏而導致或可能導致本公司拒絕包銷協議所載之繼續保證責任；
- 本集團任何成員公司之業務或財務或經營狀況或前景出現任何不利變動或預期不利變動，而真誠行事之包銷商認為該等不利變動動供股而屬不利；或
- 發生、出現、浮現或公眾得知任何事件、連串事件或情況及/或關乎(無論是或否可以預見)：
 - 於香港、美國、歐盟、中國、本港、全國或國際金融、政治、經濟、軍事、工業、法律、財政、監管或證券市場情況或條件或任何買賣證券或外匯管制(包括但不限於港元與美元聯繫率制度之任何變動)出現任何變動，或發生任何事件或一系列事件可能導致任何變動(不論是屬永久性)；
 - 任何影響香港、美國、歐盟、中國之不可抗力事件，包括(但不限於其一般性)天然、戰爭、爆發或罷工事件(不論是是否屬戰爭)或恐怖主義行為、或宣佈全國或國際性緊急狀態或戰爭、公共混亂、經濟制裁、爆發、流行病、災難或停工(無論是是否受保險保障)；
 - 因特殊金融狀況或其他情況，導致聯交所、倫敦證券交易所、紐約證券交易所或香港之證券交易所或香港之證券交易所或香港之證券交易所或香港之證券交易所出現任何停止、暫停或限制；
 - 涉及香港或中國之稅項或外匯管制(或施行任何外匯管制)之變動或預期變化的發生；或
 - 股份於連續三個營業日以上期間暫停買賣(因刊發供股之公佈而暫停者除外)。

簡包銷商認為：

(a) 對本集團之整體業務、管理、業務、財務穩健或其他狀況或前景或對任何現有或未來之股東(以此身份)造成或將會造成或可能造成重大不利影響；

(b) 對供股之順利完成或供股股份於第二市場之買賣造成或將會造成或可能造成重大不利影響；或

(c) 導致按章程文件所擬定之條款及方式進行供股或不可行、不明智或不適當。

倘包銷商於最後終止時間之前發出書面通知終止包銷協議之權利，除包銷協議下之所有有關責任立即終止及終結，任何一方均不得就包銷協議引致或與之有關之任何事宜或事情向其他訂約方提出任何申索(有關何先行違反者則除外)。倘包銷商行使上述權利，包銷協議將不會成為無條件，供股亦不會進行。倘包銷商終止包銷協議，本公司將另行刊發公佈。

謹請注意，股份自2011年11月28日星期一(即於聯交所刊發招股章程)起，而未繳股款供股股份預期將於2011年12月7日星期三至2011年12月14日星期三(包括首兩天)期間買賣，以供股之條件全部達成日期(及包銷商終止包銷協議之權利結束日期)之前買賣股份或本公司其他證券之任何股東或其他人士，以及於2011年12月7日星期三至2011年12月14日星期三(包括首兩天)期間買賣未繳股款供股股份之任何人士，須相應承擔供股未必成為無條件或可能不會進行之風險，如有任何疑問，股東、其他有意買賣本公司證券之人士及潛在投資者應諮詢彼等之專業顧問。股東及潛在投資者在買賣本公司證券時務請審慎行事。

每份申請須附一張獨立支票或銀行本票
本公司不會發出收據
本公司專用

申請編號	申請額外供股股份數目	申請所付款額	退還餘額
		港元	港元