

IN THE EVENT OF TRANSFER OF THE RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) 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 RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

Form B

表格乙

FORM OF TRANSFER AND NOMINATION

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their/its rights to subscribe for the Rights Share(s) comprised herein)
(僅供有意轉讓本表格所列彼/彼等認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
China New Economy Fund Limited

致：中國新經濟投資有限公司
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 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*謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date: _____

* Delete as appropriate
* 刪去不適用者

日期：_____年_____月_____日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

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

To: The Directors
China New Economy Fund Limited

致：中國新經濟投資有限公司
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 and articles of association of the Company.

敬啟者：
本人/吾等*謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等*名下，本人/吾等*同意按照本暫定配發通知書及隨附之章程所載之條款，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。

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。聯名申請人僅須填寫排名首位之申請人之地址。

Name of applicant in English 申請人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名	
Name(s) of joint applicants in English (if applicable) 聯名申請人英文姓名 (如適用)				
Address in English (Joint applicants should give the address of the first-named applicant only.) 英文地址(聯名申請人僅須填寫排名首位之申請人之地址。)				
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

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

Date: _____

日期：_____年_____月_____日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate
* 刪去不適用者

China New Economy Fund Limited

中國新經濟投資有限公司

(Incorporated in the Cayman Islands as an exempted company with limited liability)

(Stock Code: 80)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the “**Prospectus**”) issued by China New Economy Fund Limited (the “**Company**”) dated 16 December 2015 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings in the Provisional Allotment Letter unless the context indicates otherwise. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every two Shares registered in your name on the register of members of the Company on the Record Date (i.e. Thursday, 10 December 2015). Your holding of the 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.

Qualifying Shareholder will not be entitled to subscribe for any additional Rights Shares of their respective entitlements.

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the then existing Shares in issue such that holders of such Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The Prospectus Documents have not been registered or filed under the applicable securities laws or equivalent legislation of any jurisdiction other than Hong Kong.

It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of the relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such jurisdictions, 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. The Company reserves the right to refuse to accept any acceptances of or applications for the Rights Shares where it believes that doing so would violate applicable securities or other laws or regulations of any territory or jurisdiction.

Termination of the Underwriting Agreement

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by it to the Company at any time prior to 4:00 p.m. on Friday, 8 January 2016 if:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Company or is materially adverse in the context of the Rights Issue; or (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets or the occurrence of any combination of circumstances which may, in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Company or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities or a combination of the above circumstances) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of the Company or the destruction of any material asset of the Company; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Company whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus Documents, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company’s securities on the Stock Exchange for a period of more than thirty consecutive business days, excluding any suspension in connection with the clearance of this announcement (if necessary) or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (viii) there is: (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or (b) any specified event described in the Underwriting Agreement comes to the knowledge of the Underwriter.

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

Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The Shares have been dealt in on an ex-rights basis from Wednesday, 2 December 2015. Dealings in the Rights Shares in nil-paid form will take place from Friday, 18 December 2015 to Monday, 4 January 2016 (both days inclusive). If the conditions of the Rights Issue are not fulfilled in accordance with the Underwriting Agreement on or before the time and date specified therein, or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed, and are recommended to consult their own professional advisers.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of the original Provisional Allotment Letter intact with the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Thursday, 7 January 2016. This will constitute acceptance of the provisional allotment and entitlements on the terms of the Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier’s orders issued by, a licensed bank in Hong Kong. All such cheques and cashier’s orders must be made payable to “China New Economy Fund Limited — Rights Issue Account” and crossed “Account Payee Only”. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Hong Kong Branch Share Registrar at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

It should be noted that unless the Provisional Allotment Letter, duly completed, together with the appropriate remittance as shown in Box C, has been received in the manner as described above by no later than 4:00 p.m. on Thursday, 7 January 2016, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a Provisional Allotment Letter as valid and binding on the person(s) by whom or on whose behalf it is lodged even if 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 under the Provisional Allotment Letter, you must complete and sign the form of transfer and nomination (Form B), and hand the original Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights under the Provisional Allotment Letter. The transferee(s) must then complete and sign the registration application form (Form C) and lodge the Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, so as to be received by the Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Thursday, 7 January 2016. All remittances must be in Hong Kong dollars and 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 “China New Economy Fund Limited — Rights Issue Account” and crossed “Account Payee Only”. It should be noted that stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

SPLITTING

If you wish to accept only part of or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, the original Provisional Allotment Letter must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 29 December 2015 to the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17 Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong which 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 same place after 9:00 a.m. on the second Business Day after you surrender the original Provisional Allotment Letter.

FRACTIONS OF RIGHTS SHARES

The Company will not provisionally allot to and will not accept applications for any fractions of Rights Shares from Qualifying Shareholders. Fractional entitlements will be rounded down to the nearest whole number of Rights Shares. Such fractional entitlements will be aggregated and the fractions of Rights Shares shall be provisionally allotted to a nominee of the Company. The Company shall procure such of its nominees, if possible, to sell all the fractions of the nil-paid Rights Shares in the market and the net proceeds of such sales, after deduction of expenses, will be aggregated and an equivalent amount will accrue for the benefit of the Company.

CHEQUES AND CASHIER’S ORDERS

All cheques and cashier’s orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation is liable to being rejected. Completion and return of a Provisional Allotment Letter with a cheque and/or cashier’s order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier’s order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights under the provisional allotment will be deemed to have been declined and will be cancelled. If the Rights Issue will not proceed, refund cheques in respect of any application monies received by the Company are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Friday, 15 January 2016.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by ordinary mail by the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited, to those Qualifying Shareholders who have paid for and accepted the Rights Shares at their risk to their registered addresses on or before Friday, 15 January 2016.

You will receive one certificate for all the Rights Shares issued to you.

GENERAL

Lodgment of the 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 Provisional Allotment Letters and/or the certificates for Rights Shares.

The Provisional Allotment Letter and any acceptance of the offer contained therein 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 Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying the Provisional Allotment Letter, you agree to disclose to the Company, the Hong Kong Branch Share Registrar and/or 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. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong Branch Share 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 the Hong Kong Branch Share 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 principal place of business at Room 707, 7/F, New World Tower 1, 16-18 Queen’s Road Central, Central, Hong Kong 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 Hong Kong Branch Share Registrar at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong.

Yours faithfully,
By order of the Board of
China New Economy Fund Limited
Gu Xu

Chairman, Chief Executive Officer and Executive Director

China New Economy Fund Limited

中國新經濟投資有限公司

(於開曼群島註冊成立的獲豁免有限公司)

(股份代號：80)

敬啟者：

茲提述中國新經濟投資有限公司(「本公司」)就供股所刊發日期為二零一五年十二月十六日之章程(「章程」)。除文義另有所指外，於章程所界定之詞彙於暫定配額通知書中具相同涵義。根據隨本文件寄發予合資格股東之章程內所載之條款及條件，董事已按記錄日期(即二零一五年十二月十日(星期四))在本公司股東名冊登記於閣下名下每兩股股份獲發一股供股股份之基準，向閣下暫定配發供股股份。閣下於記錄日期所持有之股份數目列於甲欄，而暫定配發予閣下之供股股份數目則列於乙欄。

合資格股東將不得認購彼等各自配額下之任何額外供股股份。

供股股份於配發、發行及繳足股款後將在各方面與當時已發行股份享有同等權益，即該等供股股份之持有人將有權收取於供股股份配發及發行日期當日或以後所宣派、作出或支付之所有日後股息及分派。

章程文件並未根據香港以外任何司法權區之適用證券法例或等同法例登記或存檔。

香港境外之任何人士如欲申請認購供股股份，有責任自行遵守有關司法權區之法律及法規，包括取得任何政府批准或其他同意，以及就此繳納該司法權區規定須支付之任何稅項及課稅。任何人士一旦接納供股股份之要約，將被視為彼向本公司聲明及保證已全面遵守該等當地法律及規定。倘本公司認為接納或申請供股股份可能違反任何地區或司法權區之適用證券或其他法律或法規，則本公司保留權利拒絕受理接納或申請供股股份。

終止包銷協議

包銷商有權在發生以下事件時，可於二零一六年一月八日(星期五)下午四時正前隨時向本公司發出書面通知，終止包銷協議所載安排：

- 包銷商全權認為供股之成功將會因以下事件而受到重大不利影響：(a)頒佈任何新法例或法規或現時之法例或法規(或其有關之司法詮釋)出現任何變動或出現任何性質之其他事宜，從而令包銷商全權認為可能對本公司之業務或財務或經營狀況或前景造成重大或不利益影響；或(b)發生任何地方、國家或國際間事件或變動(無論是否屬於在包銷協議日期之前及/或之後所發生或持續發生之一連串事件或變動之一部分)而屬政治、軍事、金融、經濟、貨幣(包括香港貨幣與美國貨幣價值掛鈎制度之改變)或其他性質(無論是否與上述任何一項同類)，或屬地方、國家或國際之敵對或武裝衝突爆發或升級性質，或可影響本地證券市場，或多種情況同時發生，從而令包銷商全權認為可能對本公司業務或財務或經營狀況或前景造成重大或不利益影響，或對供股之成功造成重大不利影響或令進行供股屬不宜或不智；或
- 市況發生任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場出現任何變動，證券之買賣被暫停或受到嚴重限制或上述情況同時發生)，從而令包銷商全權認為可能對供股之成功造成重大或不利益影響或令進行供股屬不宜或不智；或
- 本公司之情況出現任何變動，從而令包銷商全權認為將對本公司之前景造成不利影響，包括但不限於上述之一般性原則，就本公司清盤或解散或類似事件提交呈請或通過決議案或類似事件或本公司任何重大資產損毀；或
- 發生任何不可抗力事件，包括但不限於有關一般性原則，任何天災、戰爭、暴動、公眾秩序擾亂、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- 本公司業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項同類)；或
- 任何事項倘於緊接章程日期前發生或發現而並無在章程文件披露，則構成包銷商全權認為對供股而言屬重大遺漏者；或
- 整體證券或本公司證券於聯交聯交所暫停買賣超過連續三十個營業日，不包括就核准本公告(如必要)或章程文件或有關供股之其他公告或函函而引致之任何暫停買賣；或
- 發生以下事件：(a)包銷商獲悉包銷協議所載任何聲明、保證或承諾遭嚴重違反；或(b)包銷商獲悉發生包銷協議所述任何特定事件。

於發出有關通知後，包銷商於包銷協議項下之一切責任將告終止及終結(惟任何事先違反除外)，而包銷協議任何訂約方不得就包銷協議所產生或與之有關之任何事宜或事情向任何其他方提出任何申索。倘若包銷商行使有關權利，則供股將不會進行。

股東及潛在投資者於買賣股份時務須審慎行事。

股份已由二零一五年十二月二日(星期三)起按除權基準買賣，未繳股款供股股份則於二零一五年十二月十八日(星期五)至二零一六年一月四日(星期一)(首尾兩天包括在內)止期間買賣。倘於根據包銷協議規定之其具體日期及時間或之前，供股之條件未能達成，或包銷商終止包銷協議，供股將不會進行。

有意買賣股份或未繳股款供股股份之股東或其他人士須因而承擔供股未能成為無條件或未落實進行的風險，故建議彼等諮詢自身之專業顧問。

接納及付款手續

閣下如欲接納全部暫定配額及享有權，須將原有暫定配額通知書整份連同丙欄所示接納時應繳之全部款項，於二零一六年一月七日(星期四)下午四時正前送交香港股份過戶登記分處香港中央證券登記有限公司(「過戶處」)地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。辦妥上述手續即表示已按暫定配額通知書與章程之條款，並在本公司之公司組織章程大綱及細則之規限下接納暫定配額及享有權。所有股款須以港元支付，並在香港持牌銀行戶口開出之支票或香港持牌銀行發行之銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「China New Economy Fund Limited - Rights Issue Account」，並以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。所有關於暫定配額通知書之查詢應寄予香港股份過戶登記分處(地址為香港灣仔皇后大道東183號合和中心17M樓)。

敬請注意，除非正式填妥之暫定配額通知書連同丙欄所示之適當股款已如上文所述方式於二零一六年一月七日(星期四)下午四時正前由原本獲配發人或任何獲有效授權供股股份認購權之人士送達，否則閣下之暫定配額及一切有關權利及享有權將視作已被放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交表格之人士具約束力(即使該等人士並未依照有關指示填妥表格)。

轉讓

閣下如欲將下述認購根據暫定配額通知書暫定配發予閣下之供股股份之權利全部轉讓他人，則必須填妥及簽署轉讓及提名表格(表格乙)，並將原有暫定配額通知書交予閣下認購權之受讓人或轉讓經手人。受讓人須填妥及簽署登記申請表格(表格丙)，並將暫定配額通知書整份連同丙欄所示須於接納時繳足之款項於二零一六年一月七日(星期四)下午四時正前送達香港股份過戶登記分處香港中央證券登記有限公司(「過戶處」)地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元支付，並在香港持牌銀行戶口開出之支票或香港持牌銀行發行之銀行本票支付，註明抬頭人為「China New Economy Fund Limited - Rights Issue Account」並以「只准入抬頭人賬戶」方式劃線開出。敬請留意，就有關供股股份之權利轉讓予受讓人及受讓人接納有關權利時須支付印花稅。

分拆認購權

倘閣下僅有意接納或轉讓閣下認購獲暫定配發之供股股份之部份權利或轉讓閣下之權利予一名以上之人士，則原有之暫定配額通知書必須於二零一五年十二月二十九日(星期二)下午四時三十分前，交回香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以便註銷原有之暫定配額通知書及按所要求之面額發出新暫定配額通知書，該等新暫定配額通知書可於閣下交回原有之暫定配額通知書後第二個營業日上午九時正後於同一地點領取。

零碎供股股份

本公司將不會就合資格股東的任何零碎供股股份進行暫定配發並且不會接納申請。零碎股份配額將向下約整至最接近的供股股份整數。該等零碎股份配額將匯集而零碎供股股份將暫定配發予本公司代名人。本公司將促使其他代名人(如可行)於市場出售所有未繳股款零碎供股股份，而該等出售的所得款項淨額於扣除開支後將匯集並將應計相等金額款項撥歸本公司所有。

支票及銀行本票

全部支票及銀行本票於接獲後將立即過戶，而有關款項所產生之所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現，則任何有關之暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論由閣下或任何獲提名受讓人交回)，即表示申請人保證該支票或銀行本票於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何該等暫定配額通知書之權利，但不影響本公司之其他有關權利，在此情況下，暫定配額通知書所涉及的有關暫定配額及一切權利及享有權將視作已被放棄及予以取消。倘供股不會進行，本公司已收款項之任何申請(如有)之退款支票預期於二零一六年一月十五日(星期五)或之前以平郵方式按閣下登記地址寄發予閣下或其他有權收取款項之人士，郵誤風險由閣下或上述人士承擔。

股票

預期所有繳足股款供股股份之股票將於二零一六年一月十五日(星期五)或之前由香港股份過戶登記分處香港中央證券登記有限公司以平郵方式寄予已支付並接納供股股份之合資格股東之登記地址，郵誤風險概由彼等承擔。

閣下將就所獲發行之全部供股股份獲發一張股票。

一般事項

將暫定配額通知書連同(如有關)受讓人簽署之轉讓及提名表格一併交回，即已最終證明交回上述文件之人士有權處理本暫定配額通知書及轉讓及提名表格，並有權收取分拆認購權後之暫定配額通知書及/或供股股份股票。

暫定配額通知書及任何接納本通知書所載之要約均受香港法例監管，並按其詮釋。

載有供股詳情之章程可於正常辦公時間向香港股份過戶登記分處香港中央證券登記有限公司索取，地址為香港灣仔皇后大道東183號合和中心17M樓。

填妥、簽署及交回暫定配額通知書隨附之表格，即表示閣下同意向本公司、香港股份過戶登記分處及/或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之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，可確定本公司或香港股份過戶登記分處是否持有其個人資料，索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及香港股份過戶登記分處有權就處理任何有關資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之香港主要營業地點(香港中環皇后大道中16-18號新世界大廈1期7樓707室)或根據適用法律不時通知之地點並以公司秘書或(視情況而定)香港股份過戶登記分處(地址為香港灣仔皇后大道東183號合和中心17M樓)為收件人。

此致

列位合資格股東 台照

承董事會命
中國新經濟投資有限公司
主席、行政總裁兼執行董事
顧旭
謹啟