IMPORTANT 重要提示

CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF CHINA NEW ECONOMY FUND LIMITED (THE "COMPANY") DATED 23 DECEMBER 2016 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

除文義另有所指外,中國新經濟投資有限公司(「本公司」)於二零一六年十二月二十三日刊發之供股章程(「供股章程」) 所界定之詞彙均與本通知書所採用者具相同涵義。

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. The offer contained in this PAL expires at 4:00 p.m. on Thursday, 12 January 2017. 本暫定配額通知書「暫定配額通知書」具有價值及可轉讓,並須 閣下立即處理。本暫定配額通知書所載之建議於 二零一七年一月十二日(星期四)下午四時正截止。

If you are in any doubt about this PAL or as to the action to be taken, you should consult appropriate independent advisers to obtain independent professional advice.

閣下如對本暫定配額通知書或應採取之行動有任何疑問,應諮詢合適獨立顧問以獲取獨立專業意見。

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") 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.

買賣本公司股份可透過由香港中央結算有限公司(「香港結算」)所管理之中央結算及交收系統(「中央結算系統」)進 行交收。 閣下應就該等交收安排之詳情及有關安排對 閣下之權利及權益可能造成之影響,諮詢 閣下之股票 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。

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong, the Stock Exchange, the Registrar of Companies in Hong Kong take no responsibility for the contents of any of the Prospectus Documents.

各份章程文件連同本供股章程附錄三「送呈公司註冊處處長之文件」一段所指之文件已遵照香港法例第32章公司 (清盤及雜項條文)條例第342C條向香港公司註冊處處長登記。香港證券及期貨事務監察委員會、聯交所及香港公 司註冊處處長對任何章程文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this PAL, 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 PAL.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本暫定配額通知書之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概不就因本暫定配額通知書全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Form A 表格甲

Branch share registrar in Hong Kong: Computershare Hong Kong Investor Services Limited Shops 1712–1716 17th Floor Hopewell Centre 183 Queen's Road East Wanchai Hong Kong

香港股份過戶登記分處: 香港中央證券登記有限公司 香港 灣仔 皇后大道東183號 合和中心 17樓 1712-1716號舖 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) (於開曼群島註冊成立的獲豁免有限公司) (Stock Code: 0080)

(股份代號:0080)

RIGHTS ISSUE OF 333,784,800 RIGHTS SHARES ON THE BASIS OF THREE (3) RIGHTS SHARES FOR EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.50 PER RIGHTS SHARE WITH BONUS ISSUE ON THE BASIS OF TWO (2) BONUS SHARES FOR EVERY THREE (3) RIGHTS SHARES TAKEN UP UNDER THE RIGHTS ISSUE 按認購價每股供股股份0.50港元供股發行333,784,800股供股股份, 基準為於記錄日期每持有兩(2)股現有股份獲發三(3)股供股股份, 另按根據供股每承購三(3)股供股股份獲派兩(2)股紅股之基準發行紅股

PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON THURSDAY, 12 JANUARY 2017 股款須不遲於二零一七年一月十二日(星期四)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

Registered office: 註冊辦事處: P.O. Box 309 Ugland House South Church Street George Town Grand Cayman KY1-1104 Cayman Islands

Head office and principal place of business in Hong Kong: 香港總辦事處兼主要 營業地點: Room 707, 7/F New World Tower 1 16–18 Queen's Road Central Central Hong Kong 香港 中環 皇后大道中16–18號 新世界大廈1期 7樓707室

23 December 2016 二零一六年十二月二十三日

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

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

Total number of Shares registered in your name(s) on Thursday, 22 December 2016 於二零一六年十二月二十二日(星期四)以 閣下名義登記之股份總數

甲欄	
	Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Thursday, 12 January 2017 暫定配發予 閣下之供股股份總數,股款須不處於二零一七年一月十二日(星期四)下午四時正接納時繳足
Box B 乙欄	
Box C 丙欄	Total subscription monies payable on acceptance in full 應繳認購款項總額,股款須於接納時繳足 HKS 港元

Name of bank on which cheque/cashier's order is drawn: 支票/銀行本票的付款銀行名稱:

Please insert your daytime contact telephone number here: 請在此填上 閣下之日間聯絡電話: Cheque/cashier's order number: 支票/銀行本票號碼:

Box A

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE NO RECEIPT WILL BE GIVEN 每份接納須隨附一張獨立支票或銀行本票 繳款將不會獲發收據

PURCHASE. A GIFT OR TRA PAYMENT OF AD VALOREM REPRESENTED BY THIS DOO	⊧ [,] 每項買賣均須繳付從價印花税。除以出售形式∶	N BY WAY OF SALE IS A GISTRATION OF ANY T	LSO LIABLE TO AD VALO RANSFER OF THE ENTITI	OREM STAMP DUTY. LEMENTS TO THE RI	EVIDENCE OF IGHTS SHARES
Form B	FORM OF TRANS	FER AND NOMINA	ATION		
表格乙		及提名表格			
(To be complete	ed and signed only by the Qualifying Shareholder(s) who wish(es) to tr (只供有意全數轉讓其/彼/彼等可認購本表标			et out in Box B in Form A)	
To: The Directors, CHINA NEW ECONOMY F 致: 中國新經濟投資有限公司 列位董事 台照					
敬 啟 者:	ts to subscribe for the Rights Shares comprised in this provisional allot 1書所列本人/吾等可認購供股股份之權利全數轉讓予接:			tion application form (Form C) below.
1	2	3	4		
	Signature(s) of Qualifying Shara 合資格股東簽署	eholder(s) (all joint Shareholders n (所有聯名股東均須簽署)	nust sign)	Date 日 期:	
	duty is payable by the transferor(s) and the transferee(s) in connectior 襄可認購供股股份之權利繳納香港從價印花税。	n with the transfer of your rights to	subscribe for the Rights Shares.		
Form C 格丙		APPLICATION F 目 請 表 格	ORM		
	(To be completed and signed only by the person(s) to wh (只供獲轉讓可認購供	om the rights to subscribe for the R 股股份權利之人士填寫及簽	tights Shares are being transferred) 署)		
To: The Directors, CHINA NEW ECONOMY F 致: 中國新經濟投資有限公司 列位董事 台照					
and subject to the memorandum and arti 敬 啟者:	中乙欄所列之供股股份數目,登記於本人/吾等名下。本		-	斤載條款,以及在 貴公言	
	To be completed in BLOCK LETTERS in ENGLISH. Joi	nt applicants should give the addre			
Name of English 英文姓名/名稱	請用英文正楷填寫。聯名申言 Family Name or Company Name (姓氏或公司名稱) Other N	青人只須填報排名首位之申言			
Name continuation and/or name(s) of joint applicant(s) (if any) 姓名(續)及/或聯名 申請人(如有)姓名					
Address in English (Joint applicants should give the address of the first-named					
applicant only) 英文地址(聯名申請人只須 填報排名首位的申請人的地址)					
Occupation 職業	-		Tel. No. 電話號碼		
194 不	 Dividend i	nstructions 股息指示	HE HH JUL WAY		
Name and address	Bank Account Number 銀行賬戶號碼				
of bank 銀行名稱及地址		BANK 銀行	BRANCH分行	ACCOUNT	賬戶
		Bank account type 銀行賬戶類型			
1.	2.	3.	4.		
	Signature(s) of applicat	nt(s) (all joint applicants must sign) 有聯名申請人均須簽署))		
	甲 雨 八 僉 者 (所	田柳石甲明八均須黄着)	Dat	te日期:	

Note: Hong Kong ad valorem stamp duty is payable by the transferee(s) and the transferor(s) in connection with the transfer of rights to subscribe for the Rights Shares. 附註: 承讓人及轉讓人類就轉讓認購供股股份的權利繳付香港從價印花税。

To take up your provisional allotment of the Rights Shares, you must lodge the whole of the provisional allotment letter intact, with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance in cheques or cashier's orders for the full amount payable on acceptance, as shown in Box C in Form A, so as to be received by the Company's branch share registrar in Hong Kong by no later than 4:00 p.m. on Thursday, 12 January 2017. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "China New Economy Fund Limited — Rights Issue Account" and must be crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares, on the terms of the provisional allotment letter and the Prospectus and subject to the memorandum and articles of Association of the Company. No receipt will be given for such remittances.

閣下如欲接納供股股份之暫定配額,須將整份暫定配額通知書連同表格甲內丙欄所示於接納時應繳付之全數股款(以 支票或銀行本票形式),不遲於二零一七年一月十二日(星期四)下午四時正交回本公司之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,方為有效。所有股款須以港元 繳付,支票須由香港之銀行戶口開出,而銀行本票則須由香港之銀行發出,並須註明抬頭人為「China New Economy Fund Limited — Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。繳付上述股款將表示 閣下根據暫定配額通知 書及供股章程之條款,並在本公司組織章程大綱及細則規限下接納供股股份之暫定配額。有關繳款將不獲發收據。

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company at any time prior to the Latest Time for Termination, if (1) 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 and 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 of the Underwriting Agreement) of a political, military, financial, economic 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 which may, in the absolute opinion of the Underwriter materially and 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 (c) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or (2) any material 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) 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 (3) 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 (4) 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 (5) any 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 (6) the Prospectus Documents when published contain information (either as to business prospects or the condition of the Company or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter is material to the Company and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its assured entitlements of Rights Shares under the Rights Issue (with Bonus Issue); or (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue. The Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement. The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination: (1) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or (2) any Specified Event comes to the knowledge of the Underwriter. Details of the terms for the rescission and termination of the Underwriting Agreement are set out in the section headed "Termination of the Underwriting Agreement" of the Prospectus. If the Underwriting Agreement is rescinded or terminated, the Rights Issue (with the Bonus Issue) will not proceed.

Dealings in the Rights Shares in the nil-paid forms will take place from 9:00 a.m. on Thursday, 29 December 2016 to Monday, 9 January 2017 (both dates inclusive) on the Stock Exchange. Any Shareholders or other persons dealing or contemplating dealing in the Shares up to the date on which all conditions to which the Rights Issue (with the Bonus Issue) is subject are fulfilled, or in the Rights Shares in the nil-paid form during the period, will accordingly bear the risk that the Rights Issue (with the Bonus Issue) may not become unconditional or may not proceed. If the Rights Issue (with the Bonus Issue) fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods are recommended to consult their professional advisers.

倘 出 現 下 述 情 況,包 銷 商 可 於 最 後 終 止 時 限 前 隨 時 向 本 公 司 發 出 書 面 通 知 終 止 包 銷 協 議:(1) 包 銷 商 全 權 認 為 下 列 事 件 將對順利進行供股造成重大不利影響:(a)頒佈任何新法例或法規或現有法例或法規(或其司法詮釋)有任何變動,或出 現包銷商全權認為足以對本公司業務或財務或經營狀況或前景造成重大不利影響或對供股而言屬於重大不利之任何其 他性質事件;或(b)本地、國內或國際間發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述任何一項屬同一 類別)之事件或變動(不論是否屬包銷協議日期之前及/或之後發生或持續出現之連串事件或變動其中部分),或本地、 國內或國際間爆發敵對或衝突升級或武裝衝突,或足以影響本地證券市場之事件,而包銷商全權認為足以對本公司業 務或財務或經營狀況或前景或對順利進行供股造成重大不利影響,或基於其他理由不適宜或不建議繼續進行供股;或(c) 由於特殊金融狀況或其他原因,全面中止、暫停或重大限制於聯交所進行股份交易;或(2)市況出現任何重大不利變動(包 括但不限於財政或貨幣政策或外匯或貨幣市場任何變動、證券買賣暫停或受到嚴重限制),而包銷商全權認為有可能對 供股順利進行造成重大或不利影響,或導致不適宜或不建議繼續進行供股;或(3)本公司之狀況出現任何變動,而包銷 商 全 權 認 為 會 對 本 公 司 前 景 構 成 不 利 影 響 [,] 包 括 (但 不 限 制 上 述 情 況 之 一 般 性 效 力) 提 出 呈 請 或 通 過 決 議 案 將 本 公 司 清 盤或結業,或發生類似事件,或本公司任何重大資產損毀;或(4)任何不可抗力事件,包括(不限制其一般性效力)任何天災、 戰 爭、暴動、治安 不靖、騷亂、火災、水災、爆炸、疫症、恐怖 活動、罷 工 或 停 工 ; 或 (5) 本 公 司 業 務 或 財 務 或 經 營 狀 況 或 前景出現任何重大不利變動(不論是否與上述任何一項屬同一類別);或(6)章程文件於刊發時載有於包銷協議日期前本 公司並無公開宣佈或刊發之若干資料(不論與本公司業務前景或營運狀況有關,或與本公司遵守任何法律或上市規則 或任何適用條例的情況有關),而包銷商全權認為對本公司而言屬重要,且可能對供股之成功構成重大不利影響,或可 能導致審慎投資者不申請其於供股(連同發行紅股)項下之供股股份保證配額;或(7)一般證券或本公司證券在聯交所暫 停買賣超過連續十個營業日,不包括就審批該公告、章程文件或有關供股之其他公告或通函而暫停買賣,則包銷商有 權於最後終止時限前,向本公司發出書面通知終止包銷協議。倘於最後終止時限前出現以下情況,包銷商有權發出書 面通知撤銷包銷協議:(1)包銷商得悉包銷協議所載任何陳述、保證或承諾遭嚴重違反;或(2)包銷商得悉任何特定事件。 有關撤銷及終止包銷協議條款之詳情載於章程「終止包銷協議」一節。倘撤銷或終止包銷協議,則供股(連同紅股發行) 將不會進行。

未繳股款供股股份將於二零一六年十二月二十九日(星期四)上午九時正至二零一七年一月九日(星期一)(包括首尾兩日) 之期間內在聯交所買賣。任何股東或其他人士於截至供股(連同紅股發行)所涉及一切條件之達成日期止期間內買賣或 擬買賣股份或於期間內以未繳股款方式買賣供股股份,均須承擔供股(連同紅股發行)未必成為無條件或未必進行之風 險。倘供股(連同紅股發行)未能進行,則所收取之認購股款將不計利息以支票退還予申請人。任何股東或其他人士如欲 於該期間內買賣股份及/或未繳股款供股股份,應諮詢彼等之專業顧問。 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) (於開曼群島註冊成立的獲豁免有限公司) (Stock Code: 0080) (股份代號: 0080)

> 23 December 2016 二零一六年十二月二十三日

Dear Qualifying Shareholder(s), 致合資格股東:

INTRODUCTION 緒言

In accordance with the terms set out in the Prospectus in connection with the Rights Issue and the Bonus Issue, a copy of which is enclosed, the Directors have provisionally allotted to you a number of Rights Shares on the basis of three Rights Shares for every two existing Shares held and registered in your name(s) on the Record Date at a subscription price of HK\$0.50 per Rights Share with two Bonus Shares for every three Rights Shares taken up under the Rights Issue. Your holding of Shares as at the Record Date is set out in Box A in Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A of the PAL.

根據已隨附通知書有關供股及發行紅股之供股章程所載條款,董事已向 閣下暫定配發若干數目之供股股份及紅股, 基準為於記錄日期以 閣下名義登記持有之每兩股現有股份,可按每股供股股份0.50港元之認購價獲發三股供股股份, 以及根據供股每承購三股供股股份可獲發兩股紅股。 閣下於記錄日期持有之股份載於暫定配額通知書表格甲內甲欄, 而 閣下獲暫定配發之供股股份數目載於暫定配額通知書表格甲內乙欄。

The Rights Shares and the Bonus Shares (when allotted, fully paid and issued) will rank pari passu in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares and the Bonus Shares. Holders of the Rights Shares in their fully paid form and the Bonus 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.

供股股份及紅股(於配發、繳足股款及發行時)與於配發及發行供股股份及紅股當日之已發行股份將於各方面享有同等 地位。繳足股款供股股份及紅股之持有人將有權收取於配發及發行供股股份及紅股當日或之後所宣派、作出或派付之 所有未來股息及分派。

The PAL contains further information regarding the procedures to be followed for acceptance and/or transfer of the whole or part of the provisional allotment of the Rights Shares by the Qualifying Shareholders. All cheques and cashier's orders accompanying completed PALs will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by the subscriber that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/ or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

暫定配額通知書載有關於合資格股東接納及/或轉讓全部或部分供股股份暫定配額應遵從之手續之進一步資料。隨同 已填妥之暫定配額通知書交回之所有支票及銀行本票將於收到後隨即兑現,而有關股款所得之一切利息(如有)將撥歸 本公司所有。填妥並交回暫定配額通知書,即表示申請人向本公司保證及聲明,已經或將會妥為遵守香港以外所有相 關司法權區有關暫定配額通知書及接納暫定配額通知書之一切登記、法律及監管規定。為免生疑問,香港結算或香港 中央結算(代理人)有限公司毋須受任何該等聲明及保證規限。填妥暫定配額通知書並連同繳付供股股份股款之支票或 銀行本票交回(不論由合資格股東或任何指定承讓人填妥及交回),即表示認購人保證有關支票或銀行本票將於首次過 戶時獲得兑現。在不影響本公司與此有關之其他權利之情況下,倘隨附之支票及/或銀行本票於首次過戶時不獲兑現, 本公司保留權利拒絕受理任何暫定配額通知書,而在此情況下,有關暫定配額及據此產生之一切權利及配額將被視作 不獲接納並將予註銷。

The Prospectus Documents will not be registered and/or filed under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to obtain permission of the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving a copy of the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements.

章程文件將不會根據香港境外任何司法權區之適用證券法例予以登記及/或存檔。本公司並無採取任何行動,以獲准 在香港以外任何司法權區提呈發售供股股份或派發章程文件。因此,於香港以外任何司法權區接獲章程文件之人士, 概不應視之為申請供股股份之要約或邀請,除非有關要約或邀請可在有關司法權區毋須進行任何登記或遵守其他法律 或監管規定之情況下合法進行,則作別論。 It is the responsibility of anyone outside Hong Kong wishing to make on his/its behalf an application for the Rights Shares to satisfy himself/ herself/itself as to the observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. Completion and return of the PAL by anyone outside Hong Kong will constitute a warranty and representation to the Company that all these local registration, legal and regulatory requirements of such relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities or other laws or regulations of any jurisdiction. For the avoidance of doubt neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. No application for the Rights Shares will be accepted from any person who is a Prohibited Shareholder.

任何於香港以外地區之人士如有意申請供股股份,則有責任自行全面遵守相關司法權區之法例及規例,包括取得任何 政府或其他方面之同意及就此繳付任何有關司法權區規定須繳付之任何税項及徵費。任何香港以外地區之人士填妥並 交回暫定配額通知書,即表示其向本公司保證及聲明,已經或將會妥為遵守香港以外相關司法權區有關暫定配額通知 書及接納暫定配額通知書之一切該等當地登記、法律及監管規定。倘本公司相信接納任何供股股份之申請會違反任何 司法權區之適用證券或其他法例或規例,則會保留權利拒絕接納有關申請。為免生疑問,香港結算或香港中央結算(代 理人)有限公司毋須受任何該等聲明及保證規限。任何身為受禁制股東之人士提出之供股股份申請將不獲接納。

If the Underwriter exercises the rights to terminate the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the nil-paid Rights Shares shall have been validly transferred, or in case of joint acceptances, to the first-named person, without interest by means of cheques despatched by ordinary post to their respective registered addresses at their own risk as soon as practicable thereafter.

倘包銷商行使權利終止包銷協議,或倘供股條件未能達成或獲豁免(如適用),則就獲接納之供股股份已收取之款額,將 於可行情況下盡快以支票(不計利息)退還予合資格股東或已有效承讓未繳股款供股股份之其他人士或(如屬聯名接納人) 名列首位之人士,有關支票將以平郵方式寄往其各自之登記地址,郵誤風險概由彼等自行承擔。

PROCEDURES FOR ACCEPTANCE 接納手續

It should be noted that, unless the PAL is duly completed, together with the appropriate remittance shown in Box C in Form A, have been received as described above by no later than 4:00 p.m. on Thursday, 12 January 2017, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights to subscribe for the Rights Shares thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL 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. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage. Completion and lodgement of a PAL will constitute a warranty and representation to the Company, that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties.

敬請注意,除非暫定配額通知書已經填簽妥當並連同表格甲內丙欄所示之應繳股款如上文所述於二零一七年一月十二日(星期四)下午四時正之前由原承配人或獲有效轉讓有關權利之人士一併交回,否則 閣下之暫定配額及一切認購供股股份 之權利將視作已不獲接納而將予註銷。本公司可全權酌情將一份已交回但並未根據有關指示填簽妥當之暫定配額通知 書當為有效及對通知書內列名之人士(不論是否親身交回通知書)具約束力。本公司可要求有關申請人將未填妥之暫定 配額通知書於稍後填妥。填妥及交回暫定配額通知書將會被視作對本公司作出保證及聲明,表示已經(或將會)就有關 之暫定配額通知書(及據此作出任何接納)正式遵照香港以外之一切有關地區之所有登記、法例及監管規定。為免生疑問, 香港中央結算有限公司或香港中央結算(代理人)有限公司概不受任何聲明及保證規限。

TRANSFER 轉 讓

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete the form of transfer and nomination (Form B) and hand the PAL to the person(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 the PAL intact together with a remittance in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C in Form A with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Thursday, 12 January 2017. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "**China New Economy Fund Limited — Rights Issue Account**" and must be crossed "**Account Payee Only**". It should be noted that Hong Kong ad valorem stamp duty is payable by the transferee(s) and transferee(s) of such rights.

閣下如欲轉讓 閣下根據暫定配額通知書所有獲暫定配發之供股股份認購權利,須填妥轉讓及提名表格(表格乙),並將 暫定配額通知書交予承讓 閣下權利或經手轉讓權利之人士。承讓人須填妥及簽署登記申請表格(表格丙),並須不遲於 二零一七年一月十二日(星期四)下午四時正將暫定配額通知書整份連同表格甲內丙欄所示於接納時應繳付之全數股款 (以支票或銀行本票形式)一併交回本公司之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,方為有效。所有股款須以港元繳付,支票須由香港之銀行戶口開出,而銀行 本票則須由香港之銀行發出,並須註明抬頭人為「China New Economy Fund Limited — Rights Issue Account」及以「只准入抬 頭人賬戶」方式劃線開出。敬請注意, 閣下轉讓可認購有關供股股份之權利予承讓人及承讓人接納該等權利,轉讓人 及承讓人均須繳納香港從價印花税。 If you wish to accept only part of your provisional allotment or to 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, the PAL must be surrendered by no later than 4:30 p.m. on Wednesday, 4 January 2017 to the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. The Company's branch share registrar in Hong Kong will cancel the original PAL and issue new provisional allotment letter(s) in the denominations required which will be available for collection at the Company's branch share registrar in Hong Kong on the second Business Day after your surrender of the original PAL.

閣下如只欲接納根據暫定配額通知書所獲配發之部份暫定配額或欲轉讓部份暫定配發可認購供股股份之權利或欲轉讓 該等權利予超過一位人士,須不遲於二零一七年一月四日(星期三)下午四時三十分將暫定配額通知書交回本公司之香 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,方為 有效。本公司之香港股份過戶登記分處將會註銷原有之暫定配額通知書及按所需數額另發新暫定配額通知書。新暫定 配額通知書將可於 閣下交回原有之暫定配額通知書後第二個營業日於本公司之香港股份過戶登記分處領取。

EXCESS RIGHTS SHARES 額外供股股份

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying Form of application for Excess Rights Shares ("EAF") as indicated therein 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 Company's branch Hong Kong share registrar and transfer office, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Thursday, 12 January 2017. All remittances must be made by cheque or cashier's order 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 "China New Economy Fund Limited — Excess Application Account" and crossed "Account Payee Only".

如 閣下為合資格股東並欲申請認購多於 閣下獲暫定配發之任何供股股份,應按隨附之額外供股股份申請表格(「額外申請表格」)當中的指示將表格填妥並簽署,並連同就所申請認購額外供股股份須於申請時繳交之獨立款項,送達本公司之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,使其可不遲於二零一七年一月十二日(星期四)下午四時正收到。所有股款須以港元支票或銀行本票支付。支票應由香港持牌銀行賬戶開出,而銀行本票應由香港持牌銀行發出,註明抬頭人為「China New Economy Fund Limited — Excess Application Account」及以「只准入抬頭人賬戶」劃線方式開出。

TERMINATION OF THE UNDERWRITING AGREEMENT 終止包銷協議

If, prior to the Latest Time for Termination (provided that for the purposes of the Underwriting Agreement if the date of the Latest Time for Termination shall be a Business Day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day):

倘於最後終止時限前(就包銷協議而言,倘最後終止時限當日(必須為營業日)上午九時正至下午四時正期間香港懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號,則最後終止時限日期將為於上午九時正至下午四時正期間香港並無懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號之下一個營業日)發生下列事件:

- (1) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
- (1) 包銷商全權認為下列事件將對順利進行供股造成重大不利影響:
 - (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 and 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
 - (a) 頒佈任何新法例或法規或現有法例或法規(或其司法詮釋)有任何變動,或出現包銷商全權認為足以對本公司業務或財務或經營狀況或前景造成重大不利影響或對供股而言屬於重大不利之任何其他性質事件;或
 - (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 of the Underwriting Agreement) of a political, military, financial, economic 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 which may, in the absolute opinion of the Underwriter materially and 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
 - (b) 本地、國內或國際間發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述任何一項屬同一類別)之 事件或變動(不論是否屬包銷協議日期之前及/或之後發生或持續出現之連串事件或變動其中部分),或本地、 國內或國際間爆發敵對或衝突升級或武裝衝突,或足以影響本地證券市場之事件,而包銷商全權認為足以 對本公司業務或財務或經營狀況或前景或對順利進行供股造成重大不利影響,或基於其他理由不適宜或不 建議繼續進行供股;或
 - (c) the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (c) 由於特殊金融狀況或其他原因,全面中止、暫停或重大限制於聯交所進行股份交易;或

- (2)any material 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) 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
- 市況出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場任何變動、證券買賣暫停或受到 (2)嚴重限制),而包銷商全權認為有可能對供股順利進行造成重大或不利影響,或導致不適宜或不建議繼續進行 供股;或
- there is any change in the circumstances of the Company which in the absolute opinion of the Underwriter will adversely affect the (3) 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
- 本公司之狀況出現任何變動,而包銷商全權認為會對本公司前景構成不利影響,包括(但不限制上述情況之一般 (3) 性效力)提出呈請或通過決議案將本公司清盤或結業,或發生類似事件,或本公司任何重大資產損毀;或
- (4) 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
- 任何不可抗力事件,包括(不限制其一般性效力)任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫 (4)症、恐怖活動、罷工或停工;或
- (5) any 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
- 本公司業務或財務或經營狀況或前景出現任何重大不利變動(不論是否與上述任何一項屬同一類別);或 (5)
- the Prospectus Documents when published contain information (either as to business prospects or the condition of the Company or as to its (6) compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter is material to the Company and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to apply for its assured entitlements of Rights Shares under the Rights Issue (with Bonus Issue); or
- 章程文件於刊發時載有於包銷協議日期前本公司並無公開宣佈或刊發之若干資料(不論與本公司業務前景或營 運狀況有關,或與本公司遵守任何法律或上市規則或任何適用條例的情況有關),而包銷商全權認為對本公司 而言屬重要,且可能對供股之成功構成重大不利影響,或可能導致審慎投資者不申請其於供股(連同發行紅股) 項下之供股股份保證配額;或
- any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten (7)consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue,
- 一般證券或本公司證券在聯交所暫停買賣超過連續十個營業日,不包括就審批該公告、章程文件或有關供股之 (7)其他公告或通函而暫停買賣,

The Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

則包銷商有權於最後終止時限前,向本公司發出書面通知終止包銷協議。

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination: 倘於最後終止時限前出現以下情況,包銷商有權發出書面通知撤銷包銷協議:

- (1)any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- 包銷商得悉包銷協議所載任何重要陳述、保證或承諾遭嚴重違反;或 (1)
- any Specified Event comes to the knowledge of the Underwriter. (2)
- 包銷商得悉任何特定事件。 (2)

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination and thereupon the obligations of all parties under the Underwriting Agreement shall terminate and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

任何有關通知須由包銷商於最後終止時限前發出。屆時,訂約各方於包銷協議項下之責任將告終止,除任何先前違反 情況外,任何一方概不得就成本、賠償、補償或其他方面向任何其他各方提出任何索償。

CHEQUES OR CASHIER'S ORDERS 支票或銀行本票

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement or return of the PAL and/or EAF, together with a cheque or cashier's order in payment for the Rights Shares accepted, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Any application in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the assured allotment, any application for excess Rights Shares and all rights thereunder will be deemed to have been declined and will be cancelled.

所有支票及銀行本票將於收訖後即時過戶,而所有繳付股款所賺取之利息(如有)將撥歸本公司所有。凡填妥及呈交或 交回暫定配額通知書及/或額外申請表格連同繳付所接納之供股股份股款之支票或銀行本票,即構成申請人作出之一 項保證,保證支票或銀行本票於首次過戶時將會兑現。如支票或銀行本票在首次過戶時未能兑現,有關申請將不獲受理。 其時,有關保證配額、任何額外供股股份之認購申請及所有相關權利將視作放棄而將予註銷。

SHARE CERTIFICATES FOR RIGHTS SHARES AND THE BONUS SHARES 供股股份及紅股之股票

Subject to fulfillment of the conditions of the Rights Issue, share certificates for the Rights Shares and the Bonus Shares are expected to be posted on or before Monday, 23 January 2017 to those entitled thereto by ordinary post at their own risk. 待供股條件達成後,供股股份及紅股之股票預期將於二零一七年一月二十三日(星期一)或之前以平郵方式寄發予有權收取之人士,郵誤風險概由彼等自行承擔。

You will receive one share certificate for all the fully-paid Rights Shares and one share certificate for all the Bonus Shares issued to you. 閣下將會就發行予 閣下之所有繳足股款供股股份及紅股各獲發一張股票。

GENERAL 一般事項

Lodgement of the PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour the 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 PAL and/or the relevant certificates for the Rights Shares. Copies of the Prospectus are available at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. $\phi \equiv \pi$ and $\pi = \lambda$ (might $\pi = 0$) $\Phi = 0$ and $\pi = 0$ are the Right shares. Copies of the Prospectus are available at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. $\phi \equiv \pi$ and $\pi = 0$ an

The PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong. 暫定配額通知書及其中所述之所有建議之接納事宜均須受香港法律監管並按其詮釋。

PERSONAL DATA COLLECTION — PROVISIONAL ALLOTMENT LETTER 收集個人資料一暫定配額通知書

By completing, signing and submitting the forms accompanying the PAL, you agree to disclose to the Company, the Hong Kong branch share registrar of the Company 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 of the Company 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 of the Company 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, 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) to the Hong Kong branch share registrar of the Company at its address set out above for the attention of Privacy Compliance Officer.

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、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,可確定本公司或本公司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資料。根據《個人資料(私隱)條例》,本公司及本公司香港股份過戶登記分處有權就處 理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類之訊息的所 有要求,應寄往本公司之主要營業地點(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 知之地址,並以公司秘書為收件人;或(視情況而定)寄往本公司香港股份過戶登記分處(於其上述地址),並以私隱條例 事務主任為收件人。

> By order of the Board 承董事會命 China New Economy Fund Limited 中國新經濟投資有限公司 Gu Xu 顧旭 Chairman, Chief Executive Officer and Executive Director 主席、行政總裁兼執行董事