

To be valid, the whole of this document must be returned.

本文件必須整份交還，方為有效。

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。

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms and the Bonus Shares 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 and the Bonus Shares 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 each of their nil-paid and fully-paid forms and the Bonus Shares 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 day thereafter.

All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份及紅股獲准於聯交所上市及買賣，以及符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份及紅股將獲香港結算接納為合資格證券，可由未繳股款及繳足股款供股股份及紅股各自在聯交所開始買賣日期或香港結算釐定之其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交易日在中央結算系統內進行交收。所有在中央結算系統內進行之活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

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。

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)

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

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

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

暫定配額通知書

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

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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

Box A 甲欄	
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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

Box B 乙欄	
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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

Box C 丙欄	HKS 港元
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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:
請在此項上閣下之日間聯絡電話:

Cheque/cashier's order number:
支票/銀行本票號碼:

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

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR THE RIGHTS SHARES, 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 ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份之認購權時，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份權益之前，須出示已繳付從價印花稅之憑證。

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 its/his/her/their rights to subscribe for the Rights Shares set out in Box B in Form A)
(只供有意全數轉讓其／彼／彼等可認購本表格甲內乙欄所列供股股份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 of 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／吾等可認購供股股份之權利全數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 Qualifying Shareholder(s) (all joint Shareholders must sign)
合資格股東簽署(所有聯名股東均須簽署)

Date 日期: _____

Note: Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of your rights to subscribe for the Rights Shares.
附註：轉讓人及承讓人須就轉讓可認購供股股份之權利繳納香港從價印花稅。

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 Shares are being transferred)
(只供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 Rights Shares mentioned in Box B of Form A in my/our name(s). 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之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及隨附之供股章程所載條款，以及在貴公司之組織章程大綱及細則規限下，接納此等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請在本欄內填上「X」符號

To be completed in BLOCK LETTERS in ENGLISH. Joint applicants should give the address of the first named applicant only.
請用英文正楷填寫。聯名申請人只須填報排名首位之申請人地址。

Name of English 英文姓名／名稱	Family Name or Company Name (姓氏或公司名稱) Other Name (名字)	Name in Chinese 中文姓名／名稱	
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	
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址	Bank Account Number 銀行賬戶號碼		
	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 applicant(s) (all joint applicants must sign)
申請人簽署(所有聯名申請人均須簽署)

Date 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：承讓人及轉讓人須就轉讓認購供股股份的權利繳付香港從價印花稅。

Names of Chinese applicants must be given both in English and in Chinese characters.
華裔申請人須填寫中英文姓名。

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行法例或法規(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。