

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

如轉讓可認購供股股份之認購權，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。在送交本文件以登記轉讓任何供股股份權益之前，須出示已繳付從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) (other than the PRC Southbound Trading Investors) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)
(只供擬轉讓其/彼等載於表格甲內乙欄之全部供股股份認購權利之合資格股東(中國港股通投資者除外)填寫及簽署)

To: The Directors
China Hongqiao Group Limited
中國宏橋集團有限公司
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/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之認購權悉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) (all joint Shareholders must sign) 簽署 (所有聯名股東均須簽署)

Date: _____ 2016

日期：二零一六年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.
填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

Form C

REGISTRATION APPLICATION FORM

表格丙

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 have been transferred)
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors
China Hongqiao Group Limited
中國宏橋集團有限公司
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 embodied in this Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Company.

敬啟者：
本人/吾等謹請 閣下將表格甲內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供股章程所載條款，以及在 貴公司之組織章程細則規限下，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」號

To be completed in BLOCK letters in ENGLISH. Joint applicants should give one address only. 請用英文正楷填寫。聯名申請人只須填報一個地址。

Name in English 英文姓名	Family name (姓氏) Other names (名字)	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及/或 聯名申請人姓名 (如有需要)		
Address in English (joint applicants shall give one address only) 英文地址(聯名申請人只須 填報一個地址)		
Occupation 職業		Tel. No. 電話號碼
Dividend Instructions 股息指示		Bank account No. 銀行賬戶號碼
Name and address 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) (all joint applicants must sign) 簽署 (所有聯名申請人均須簽署)

Date: _____ 2016

日期：二零一六年 _____ 月 _____ 日

Hong Kong stamp duty is payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.
填妥此表格後，轉讓人及承讓人須就轉讓認購供股股份的權利繳付香港印花稅。

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。

China Hongqiao Group Limited

(Incorporated under the laws of Cayman Islands with limited liability)

(Stock Code: 1378)

22 January 2016

Dear Qualifying Shareholder(s),

INTRODUCTION

In accordance with the terms and conditions of the Provisional Allotment Letter and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you the number of Rights Shares in the Company indicated in Box B on Form A of the Provisional Allotment Letter on the basis of 7 Rights Shares for every 50 existing Shares in the Company registered in your name in the register of members of the Company on Monday, 18 January 2016. Your holding of existing Shares in the Company as at that date is set out in Box A on Form A of the Provisional Allotment Letter and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the Provisional Allotment Letter. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to accept or decline the offer of Rights Shares provisionally allotted to you at a price of HK\$4.31 per Rights Share payable in full acceptance, in the manner set out below, by not later than 4:00 p.m. on Friday, 5 February 2016.

You may, subject to the section headed "Qualifying Shareholders and Non-Qualifying Shareholders" below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed "Splitting" below. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed "Transfer" below. The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

RIGHTS SHARES

The Rights Shares to be allotted and issued will, subject to the articles of association of the Company, rank pari passu in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions the record dates of which are on or after the date of allotment and issue of the Rights Shares.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 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 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 day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

PROCEDURE FOR ACCEPTANCE

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the Provisional Allotment Letter intact with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the Provisional Allotment Letter, so as to be received by 4:00 p.m. on Friday, 5 February 2016. All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Hongqiao Group Ltd – PAL" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of the Provisional Allotment Letter and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the Provisional Allotment Letter should be addressed to the Registrar at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

It should be noted that, unless a Provisional Allotment Letter, duly completed, together with the appropriate remittance shown in Box C on Form A of the Provisional Allotment Letter, has been received as described above by 4:00 p.m. on Friday, 5 February 2016, whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder 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 in whose behalf it is lodged even if not completed in accordance with the relevant instructions.

SPLITTING

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original Provisional Allotment Letter must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split Provisional Allotment Letters required and the number of nil-paid Rights Shares to be comprised in each split Provisional Allotment Letter (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the Provisional Allotment Letter), by not later than 4:00 p.m. on Thursday, 28 January 2016 with the Registrar, Computershare Hong Kong Investor Services Limited, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original Provisional Allotment Letter and issue new Provisional Allotment Letters in the denominations required which will be available for collection at the Registrar, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original Provisional Allotment Letter.

TRANSFER

If you wish to transfer all of your provisional allotment under the Provisional Allotment Letter to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in the Provisional Allotment Letter and hand the completed and signed Provisional Allotment Letter to the Registrar, together with your provisional allotment, the Prospectus and the Underwriting Agreement. The Registrar must then complete and sign the "Registration Application Form" (Form C) in the Provisional Allotment Letter and lodge the Provisional Allotment Letter and lodge the Provisional Allotment Letter and lodge the Provisional Allotment Letter and lodge the Provisional Allotment Letter together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Friday, 5 February 2016.

It should be noted that Hong Kong 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. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions granting the Underwriters, by notice to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events. The Underwriters may at any time prior to the Latest Time for Termination, by notice in writing to the Company, rescind or terminate the Underwriting Agreement if: (i) there shall develop, occur, exist or come into effect: (I) any new Laws or any change 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; or (II) any local, national or international event or change (whether or not foregoing 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, fiscal, industrial, regulatory, currency or market conditions or other nature (whether or not ensuing generally 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 (iii) any change, or any development involving a prospective change, in any law, regulation, or any event or circumstance likely to result in a change, in or affecting the assets, liabilities, business, general affairs, management, shareholders' equity, profits, losses, results of operations, financial position or condition, or performance of the Company and the other members of the Group, taken as a whole; or (iv) any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act of terrorism (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis; or (v) a general moratorium on commercial banking activities declared by relevant authorities in Hong Kong, the PRC, the United States or the European Union (as a whole) or a material disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in Hong Kong, the PRC, the United States or the European Union (as a whole); or (vi) any change, or any development involving a prospective change, in any law, regulation, or any event or circumstance likely to result in a change, in or affecting the assets, liabilities, business, general affairs, management, shareholders' equity, profits, losses, results of operations, financial position or condition, or performance of the Company and the other members of the Group, taken as a whole; or (vii) any suspension of dealings in the Shares for a period of more than ten consecutive Business Days (other than as a result of announcing the Rights Issue) during the period from the date of the Underwriting Agreement to the Latest Time for Termination; or (viii) an authority or a political body or organization in any relevant jurisdiction commencing any investigation in respect of any serious or indictable offence against any Director of the Company, rendering such Director disqualified to perform his or her duties as a Director of the Company; which, in the sole and absolute opinion of the Underwriters: (1) has or will have or is likely to have a material adverse effect on the business or trading position of the Group or the Rights Issue; or (2) has or will have or is likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares taken up; or (3) makes it inadvisable or inexpedient for the Company to proceed with the Rights Issue; or (4) there comes to the notice of the Underwriters: (i) any matter or event showing any of the warranties was, when given, untrue or misleading or as having been breached in any material respect; or (ii) any material breach by the Company of the Underwriting Agreement, or any material breach by Hongqiao Holdings of the deed of irrevocable undertaking given by Hongqiao Holdings or their respective obligations contained therein; or (iii) there is any event or matter or other reason which would or may result in that a supplemental prospectus is or will be or is required to be issued, whether required by the Stock Exchange or not, then and in any such case the Underwriters may (except in respect of (b) (iii) above only, CIMBI may accept solely), upon giving notice to the Company and Hongqiao Holdings (where applicable), terminate the Underwriting Agreement with immediate effect. In the event any of the Underwriters exercise its right to terminate the Underwriting Agreement prior to the Latest Time for Termination, the obligations of all parties thereunder shall terminate forthwith (save in respect of certain rights or obligations under the Underwriting Agreement) and no party will have any claim against any other for costs, damages, compensation or otherwise provided that such termination shall be without prejudice to the rights of the Company and the Underwriters in respect of any breach of the Underwriting Agreement occurring prior to such termination. In the event any of the Underwriters exercises its right to terminate the Underwriting Agreement prior to the Latest Time for Termination, the obligations of all parties thereunder shall terminate forthwith (save in respect of certain rights or obligations under the Underwriting Agreement) and no party will have any claim against any other for costs, damages, compensation or otherwise provided that such termination shall be without prejudice to the rights of the Company and the Underwriters in respect of any breach of the Underwriting Agreement occurring prior to such termination.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any Provisional Allotment Letter in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a Provisional Allotment Letter together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Thursday, 18 February 2016 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary mail at their own risk. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Thursday, 18 February 2016 by ordinary mail to the applicants at their own risk.

EXCESS RIGHTS SHARES

The Qualifying Shareholders (other than the PRC Southbound Trading Investors) may, by way of excess application, for Rights Shares representing unsold fractional entitlements, together with any Rights Shares provisionally allotted but not accepted by Qualifying Shareholders or otherwise subscribed for by or on behalf of any of the Rights Shares, apply for the purchase of such Rights Shares. The Company will not accept applications for excess Rights Shares if the aggregate number of Rights Shares applied for exceeds the number of Rights Shares available for sale. Application for excess Rights Shares may be made by completing a prescribed Excess Application Form. The Directors will allocate the excess Rights Shares at their discretion on a fair and equitable basis according to the principle that any excess Rights Shares will be allocated to Qualifying Shareholders (other than the PRC Southbound Trading Investors) who apply for them on a pro rata basis by reference to the number of excess Rights Shares applied for, but no reference will be made to the number of Rights Shares applied for under a Provisional Allotment Letter or the existing number of Shares held by Qualifying Shareholders. If the aggregate number of Rights Shares not taken up by the Qualifying Shareholders under Provisional Allotment Letters is greater than the aggregate number of excess Rights Shares applied for through Excess Application Forms, the Directors will allocate the excess Rights Shares to the Qualifying Shareholders who applied for them under the Excess Application Forms. No preference will be given to those who applied for excess Rights Shares under the Excess Application Forms. Beneficial Owners whose Shares are held by a Registered Owner, or which are held in CCASS, should note that the Board will regard the Registered Owner (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, Beneficial Owners whose Shares are registered in the name of a Registered Owner, or which are held in CCASS, should note that the aforesaid arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder (other than a PRC Southbound Trading Investor) wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an Excess Application Form enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable for such excess Rights Shares, by not later than 4:00 p.m. on Friday, 5 February 2016, at the above address, for such later time and/or date as may be agreed between the Company and the Underwriters. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Hongqiao Group Ltd – EAF" and crossed "Account Payee Only".

FRACTIONAL ENTITLEMENTS

The entitlement of Qualifying Shareholders will be rounded down to the nearest whole number. The Company will not provisionally allot and will not accept applications for any fractions of Rights Shares. All fractions of Rights Shares will be aggregated and all nil-paid Rights Shares arising from such aggregation will be sold in the market if a premium (net of expenses) can be obtained, and the Company will retain the proceeds for its own benefit. Any unsold fractions of Rights Shares will be available to meet excess application by the Qualifying Shareholders (other than the PRC Southbound Trading Investors).

DISTRIBUTION OF THIS PROVISIONAL ALLOTMENT LETTER AND THE OTHER PROSPECTUS DOCUMENTS

The Provisional Allotment Letter shall only be sent to Qualifying Shareholders.

Distribution of the Provisional Allotment Letter and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the Provisional Allotment Letter or any of the other Prospectus Documents comes (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or Beneficial Owner who is in any doubt as to his/her position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as agreed between the Company and the Underwriters, the Provisional Allotment Letter and the other Prospectus Documents should not be distributed, forwarded to or transmitted in, into or from any of the Specified Territories. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents may be registered or filed in any applicable securities legislation of any jurisdiction other than: (i) the PRC (in accordance with the notice of China Securities and Regulatory Commission "Filing Requirement for Hong Kong Listed Issuers Making Rights Issues to Mainland Shareholders through Shares" - Hong Kong Stock Connect" (Announcement 2014 No.48)); and (ii) Hong Kong.

QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the Provisional Allotment Letter, a Shareholder must have been registered as a member of the Company on Monday, 18 January 2016 and be a Qualifying Shareholder.

Non-Qualifying Shareholders are those Overseas Shareholders in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant jurisdiction in which the Shareholder(s) in question (or his/her/its nominee(s) may be) is/are located or the requirements of the relevant regulatory body or stock exchange in that jurisdiction. The rights of Shareholders and Beneficial Owners who are Non-Qualifying Shareholders will be dealt with as referred to in the Prospectus in the section headed "Non-Qualifying Shareholders".

Arrangements will be made for the Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence on the Stock Exchange and in any event before the last day for dealings in nil-paid Rights Shares, if a premium (net of expenses) can be obtained. The proceeds of each sale, less expenses and stamp duty, of more than HK\$100 will be paid to the relevant Non-Qualifying Shareholder(s) (pro rata to their entitlements on the Record Date) in Hong Kong dollars by means of cheque by ordinary post at their own risk. Cheques will relate to individual amounts of HK\$100 or multiples thereof. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares will be made available to meet excess application on EAFs by the Qualifying Shareholders (other than the PRC Southbound Trading Investors).

Receipt of the Provisional Allotment Letter and/or any other Prospectus Document does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the Provisional Allotment Letter and/or the other Prospectus Documents must be treated as sent for information only and not as an offer. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the Provisional Allotment Letter and/or any other Prospectus Document should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights to any person in, into or from, any of the Specified Territories. If a Provisional Allotment Letter or Excess Application Form is received by any person in any such territory, or by his/her/its agent or nominee, he/she/it must not seek to take up the rights referred to in the Provisional Allotment Letter or Excess Application Form or transfer the Provisional Allotment Letter (or apply for any excess Rights Shares under the Excess Application Form) unless the Company determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this Provisional Allotment Letter or any other Prospectus Documents in, into or from any Specified Territory (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in the Provisional Allotment Letter or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations giving rise to the restrictions in question.

REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Provisional Allotment Letter, each purchaser of nil-paid Rights or subscriber of Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on Monday, 18 January 2016, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights, directly or indirectly, from such a person;
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- he/she/it is not resident or located in, or a citizen of, the U.S.;
- he/she/it is not accepting an offer to acquire or take up the nil-paid Rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the U.S. at the time the instruction to accept was given;
- he/she/it is not taking up the account of any person who is located in the U.S. unless (a) the instruction to purchase to take up the nil-paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the nil-paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;
- he/she/it is acquiring the nil-paid Rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S;
- he/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S;
- he/she/it is not acquiring the nil-paid Rights or Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of such nil-paid Rights or Rights Shares into the U.S.; and
- he/she/it understands that neither the nil-paid Rights nor the Rights Shares have been or will be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S. and the nil-paid Rights and Rights Shares are being distributed and offered only outside the U.S. in reliance on Regulation S. Consequently he/she/it understands the nil-paid Rights or Rights Shares may not be offered, sold, allotted, taken up, exercised, resold, renounced, pledged, delivered, distributed or otherwise transferred in or into the U.S., except in reliance on the provisions of the U.S. Securities Act.

Any person accepting and/or transferring the Provisional Allotment Letter or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the Provisional Allotment Letter will not result in the contravention of any applicable legal requirement in any jurisdiction, he/she/it: (i) is not accepting and/or transferring the Provisional Allotment Letter, or requesting registration of the relevant nil-paid Rights or Rights Shares from within any of the Specified Territories; (ii) is not in any of the Specified Territories or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights or the Rights Shares or to use the Provisional Allotment Letter in any manner in which such person has used or will use it; (iii) is not acting on a non-discretionary basis for a person who is located in the U.S. unless (a) the instruction to purchase to take up the nil-paid Rights or to subscribe for or accept Rights Shares was received from a person outside the U.S. and (b) the person giving such instruction has confirmed that it (1) has the authority to give such instruction and (2) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the nil-paid Rights and/or the Rights Shares in an "offshore transaction" within the meaning of Regulation S;

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the Provisional Allotment Letter if it: (a) appears to the Company to have been executed in, or despatched from, any of the Specified Territories and the acceptance or transfer may involve a breach of the laws of the relevant Specified Territory or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if it or its agents believe the same may violate any applicable legal or regulatory requirement; (b) provides an address in any of the Specified Territories for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (c) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the Provisional Allotment Letter by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

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 the Provisional Allotment Letter 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 a split Provisional Allotment Letter and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary mail at the risk of the relevant applicants or other persons entitled thereto.

The Provisional Allotment Letter and all acceptances of it shall be governed by and construed in accordance with the laws of Hong Kong.

nil-paid Rights are expected to be traded in board lots of 500 (as the existing Shares are currently traded on the Stock Exchange in board lots of 500).

References in the Provisional Allotment Letter to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during business hours from 9:00 a.m. to 6:00 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the Provisional Allotment Letter, you agree to disclose to the Company and/or the Registrar and 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 Provisional Allotment Letter, in connection with the Rights Issue. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the 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 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 (i) the Company, at its place of business in Hong Kong at Suite 5108, The Center, 399 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 (ii) (in the case may be) the Registrar at its address set out above.

Yours faithfully,
For and on behalf of
China Hongqiao Group Limited
ZHANG SHIPING
Chairman