

Excess Application Form no.

**IMPORTANT**

Reference is made to the prospectus of C C Land Holdings Limited (the “**Company**”) dated 3 April 2017 (the “**Prospectus**”) in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context requires otherwise.

**THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDER(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/IT/THEM UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON FRIDAY, 21 APRIL 2017. IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS FORM OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.**

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this form, 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 form.

A copy of each of the Issue Documents, together with documents specified in the section headed “12 Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, has been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Stock Exchange, the Securities and Futures Commission of Hong Kong nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents.

**Dealings in the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS and you should consult your stockbroker, 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.**

**The Issue Documents will not be registered in any jurisdictions other than Hong Kong. Distribution of the Issue Documents (including this form) into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the Issue Documents come should inform themselves of and observe such restrictions.**

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings 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.

Hong Kong branch  
share registrar  
and transfer office:

Tricor Secretaries Limited  
Level 22, Hopewell Centre  
183 Queen's Road East  
Hong Kong



**C C Land Holdings Limited**  
**中渝置地控股有限公司**  
(Incorporated in Bermuda with limited liability)  
Website: www.ccland.com.hk  
(Stock Code: 1224)

Head office and  
principal place of  
business in Hong Kong:  
Rooms 3308-10, 33rd Floor  
China Resources Building  
26 Harbour Road  
Wanchai, Hong Kong

**RIGHTS ISSUE OF RIGHTS SHARES  
AT THE SUBSCRIPTION PRICE AT HK\$2 EACH  
ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY  
TWO SHARES HELD ON THE RECORD DATE  
BY THE QUALIFYING SHAREHOLDERS  
PAYABLE IN FULL ON APPLICATION  
BY NO LATER THAN 4:00 P.M. ON FRIDAY, 21 APRIL 2017**

Registered office:  
Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

3 April 2017

**FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

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

\_\_\_\_\_

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

\_\_\_\_\_

To: The Directors  
**C C Land Holdings Limited**

Dear Sirs,

I/We, being the Qualifying Shareholder(s) named above of Shares, hereby irrevocably apply for \_\_\_\_\_ excess Rights Shares at the Subscription Price of HK\$2 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's order drawn in favour of "C C LAND HOLDINGS LIMITED — Excess Application" and crossed "Account Payee Only" for HK\$ \_\_\_\_\_ being the payment in full on application for the above-mentioned number of excess Rights Shares.

I/We hereby request you to allot such excess Rights Shares applied for, or as may be determined by the Directors any lesser number, to me/us and to send by ordinary post at my/our risk to the address shown above the certificate(s) for the number of excess Rights Shares, if any, as may be allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us.

I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors. I/We acknowledge that I am /we are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

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

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of applicant(s) (all joint applicants must sign)

Date: \_\_\_\_\_ 2017

Contact telephone no: \_\_\_\_\_

This form should be completed in full, signed and lodged, together with payment by cheque or cashier's order in respect of HK\$2 per Rights Share applied for, with the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 21 April 2017. All remittances must be made 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 "C C LAND HOLDINGS LIMITED — Excess Application" and crossed "Account Payee Only". No receipt will be given for such remittance.

Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares applied for which are the subject of this form will constitute a warranty by the applicant(s) that such cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order accompanying this form is dishonoured on first presentation, without prejudice to the other rights of the Company, the Company reserves the right to reject any form of application for excess Rights Shares, and in such event, the relevant excess application and all rights thereunder will be deemed to have been declined and will be cancelled.

No person (including without limitation, any custodian, nominee and trustee) who receives a copy of the Issue Documents (including this form) in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for Rights Shares unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal and/or regulatory requirements. Any person (including, without limitation, any custodian, nominee and trustee outside Hong Kong) wishing to take up the Rights Shares (in nil-paid or fully-paid form) under the Rights Issue must satisfy himself/herself/itself/themselves as to the 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. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

Further announcement(s) will be made in relation to the results of acceptance and excess application of the Rights Issue and to be published on the respective websites of the Stock Exchange and the Company on or before Friday, 28 April 2017. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full without interest by means of a cheque despatched by ordinary post to your registered address on or before Friday, 28 April 2017 at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you without interest by means of a cheque despatched by ordinary post to your registered address on or before Friday, 28 April 2017 at your own risk. Any such cheque will be drawn in favour of the first-named applicant on this form. It is expected that certificates in respect of the fully-paid Rights Shares will be sent by ordinary post to you on or before Friday, 28 April 2017 at your own risk.

Completion and return of this form will constitute a warranty and representation from you to the Company that all registration, legal and regulatory requirement of all relevant jurisdictions in connection with this form and any acceptance of it have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC or HKSCC Nominees Limited will give, or be subject to, any of the above warranty and representation. This form and all applications made pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

**It should be noted that the existing Shares have been dealt in on an ex-rights basis on the Stock Exchange since Monday, 20 March 2017 and the dealings in the Rights Shares in their nil-paid form are expected to take place from Friday, 7 April 2017 to Tuesday, 18 April 2017 (both days inclusive). If the Underwriting Agreement is terminated by the Underwriter prior to the Latest Termination Time or the conditions of the Rights Issue are not fulfilled or waived (as applicable), the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling of the Shares or Rights Shares in their nil-paid form, who is in any doubt about his/her/its/their position, is recommended to consult his/her/its/their own professional adviser(s). Any Shareholder or other person dealing in Shares and/or nil-paid Rights Shares up to the date on which the Rights Issue has become unconditional should be aware of the risk that the Rights Issue may not proceed and are advised to exercise caution.**

The Underwriting Agreement contains provisions granting the Underwriter by notice in writing to the Company, the right to terminate the Underwriting Agreement on the occurrence of certain events.

The Underwriter may at any time prior to the Latest Termination Time, by notice in writing to the Company, rescind or terminate the Underwriting Agreement if at any time prior to the Latest Termination Time:

- (a) there comes to the notice of the Underwriter:
  - (i) any matter or circumstance arises as a result of which any of the conditions as set out in the section headed "Conditions to the Underwriting Agreement" in the Prospectus has become incapable of satisfaction as at the required time;

- (ii) any matter or any event showing any of the warranties and undertakings contained in the Underwriting Agreement was, when given, untrue or misleading or as having been breached, or there has been a material breach by the Company of any of its obligations or undertakings under the Underwriting Agreement or the Underwriter has reasonable cause to believe that any such breach has occurred or that any matter has arisen which might reasonably be expected to give rise to such a breach or a claim;
  - (iii) any statement contained in the Prospectus or (where applicable) supplementary prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading, or matters have arisen or have been discovered which would, if the Prospectus or (where applicable) supplementary prospectus was to be issued at the time, constitute a material omission therefrom;
  - (iv) that the Company is required to produce a supplementary prospectus (the Underwriter having first consulted with the Company where practicable) in circumstances where the matter to be disclosed, in the sole and absolute opinion of the Underwriter, prejudicially and materially adversely affects or may prejudicially and materially adversely affect the success of the Rights Issue, or makes it inadvisable or inexpedient to proceed with the Rights Issue;
  - (v) there is any adverse change or prospective adverse change in the business, condition, results of operations, prospects, management, shareholders' equity or in the financial or trading position of the Group as a whole which, in the sole and absolute opinion of the Underwriter, is or may be so material and adverse so as to make it impracticable to proceed with the Rights Issue; or
  - (vi) any suspension of dealings in the Shares (other than pending publication of announcements in respect of the Rights Issue or where such suspension is for no more than ten trading days); and
- (b) there shall develop, occur, happen, come into effect, exist or come to the knowledge of the Underwriter any event, series of events or circumstances concerning or relating to or which may give rise to (whether or not foreseeable):
- (i) any change in, any event or series of events resulting in or likely to result in any change in (whether or not permanent) local, national or international financial, political, military, industrial, economic, legal, fiscal, taxation, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in the PRC, Hong Kong, the United States, the European Union (or any member thereof);
  - (ii) 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 or declaration of war, outbreak or escalation of hostilities (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, in the PRC, Hong Kong, the United States, the European Union (or any member thereof);
  - (iii) the declaration of a banking moratorium by the PRC, Hong Kong, the United States, or the European Union (or any member thereof) or authorities;
  - (iv) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the London Stock Exchange plc, the New York Stock Exchange, Inc., or the NASDAQ National Market, or any major disruption of any securities settlement or clearing services in Hong Kong or the United States;
  - (v) any new law or regulation or any change in existing laws or regulations in or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other place in which any member of the Group conducts or carries on business.

the effect of which events and circumstances referred to in this sub-paragraph (b) individually or in the aggregate (in the sole and absolute opinion of the Underwriter): (1) is or will or is likely to have a material adverse effect on the business or financial condition of the Group as a whole or the Rights Issue; (2) has or will have or is likely to have a material adverse effect on the Rights Issue or the level or prospects of Rights Shares not taken up; or (3) makes or may make it inadvisable or inexpedient to proceed with the Rights Issue.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION.**

**NO RECEIPT WILL BE GIVEN.**

**(For office use only)**

<b>Application number</b>	<b>No. of excess Rights Shares applied for</b>	<b>Amount paid on application</b>	<b>Balance refunded</b>
		<b>HK\$</b>	<b>HK\$</b>