

IMPORTANT

THIS EXCESS APPLICATION 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 ENTITLED BY HIM/THEM UNDER THE RIGHTS ISSUE. APPLICATIONS RECEIVED BY THE REGISTRAR OF COMPANIES IN HONG KONG ON 24 JULY 2008 AT 4:00 P.M. OR LATER WILL NOT BE ACCEPTED. IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM OF APPLICATION FOR EXCESS RIGHTS SHARES OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT A LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this Excess Application 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 of application for excess Rights Shares ("Excess Application Form"). A copy of this Excess Application Form, together with copies of the Rights Issue Prospectus of the Company dated 10 July 2008 and the provisional allotment letter ("Provisional Allotment Letter") and having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. A copy of this Excess Application Form, together with copies of the Rights Issue Prospectus of the Company dated 10 July 2008 and the Provisional Allotment Letter will as soon as reasonably practicable be filed, with the Registrar of Companies in Bermuda. The Registrar of Companies in Hong Kong, the Registrar of Companies in Bermuda and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

Deals in Shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") and you should consult a 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. Terms defined in the Prospectus have the same meanings when used herein unless the context otherwise requires.

**MASCOTTE HOLDINGS LIMITED***(Incorporated in Bermuda with limited liability)***(Stock Code: 136)**

**RIGHTS ISSUE OF
953,080,050 RIGHTS SHARES OF
HK\$0.10 EACH AT HK\$0.15 PER RIGHTS SHARE
ON THE BASIS OF
ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES
HELD ON RECORD DATE BY QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON APPLICATION
FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

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

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

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To: The Directors
Mascotte Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of the Shares, hereby irrevocably apply for _____ excess Rights Share(s) at a subscription price of HK\$0.15 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's orders in favour of "Mascotte Holdings Limited – Excess Application Account" for HK\$ _____ and crossed "Account Payee Only" being the payment in full on application for the above number of excess Rights Shares.

I/We hereby request you to allot such excess Rights Shares applied for, or any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above the share certificate(s) for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any surplus 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 set out in the Prospectus and subject to the Memorandum of Association and 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: _____, 2008

This Excess Application Form should be completed and lodged, together with payment by cheque or cashier's orders in respect of HK\$0.15 per excess Rights Share applied for, with the Company's branch share registrar, Tricor Secretaries Limited, at 26th Floor, Teshubay Centre, 28 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Thursday, 24 July 2008. 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 bank in Hong Kong and made payable to "Mascotte Holdings Limited – Excess Application Account" and crossed "Account Payee Only".

Completion and return of this Excess Application Form together with a cheque or cashier's orders in payment for the excess Rights Shares for which are the subject of this form will constitute a warranty by the applicant(s) that the cheques or cashier's orders will be honoured on first presentation. 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. If the cheque or cashier's orders is not honoured on first presentation, this Excess Application Form is liable to be rejected.

No action (including registrations or filing under any applicable legislations of any jurisdiction other than Hong Kong and Bermuda) has been taken to permit the offering of the Rights Shares or the distributions of the Prospectus, the related provisional allotment letter and this form of application for excess rights shares in any jurisdiction other than Hong Kong.

No person receiving the Prospectus, the Provisional Allotment Letter or the accompanying Excess Application Form in any territory outside Hong Kong may treat it as an offer or invitation to apply for Rights Shares, unless in the relevant territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make an application for Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith. No application for Rights Shares will be accepted from any person whose address is outside Hong Kong unless the Company is satisfied in its absolute discretion that such acceptance would not involve a breach of any applicable laws or regulatory requirements of any need for compliance with any registration or other legal or regulatory requirements. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that such acceptance would violate the applicable securities or other laws or regulations of any territory outside Hong Kong.

You will be notified of any allotment of excess Rights Shares made to you. 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 you by no later than Friday, 1 August 2008 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 by means of a cheque despatched by ordinary post to you, without interest, by no later than Friday, 1 August 2008, at your own risk. Any such cheque will be drawn in favour of the applicant(s) named on this form.

This Excess Application Form and all applications made pursuant to it should be governed by, and construed in accordance with, the laws of Hong Kong.

The Shares have been traded on an ex-rights basis from Monday, 30 June 2008 and dealing in the Rights Shares in nil-paid form is expected to take place from Monday, 14 July 2008 to Monday, 21 July 2008 (both days inclusive), when the conditions to which the Rights Issue subject to are yet to be fulfilled. Any person dealing in the Shares or the Rights Shares in their nil-paid form or until the date on which all conditions to which the Rights Issue subject to are fulfilled shall accordingly bear the risk that the Right Issue may not become unconditional. If the conditions of the Rights Issue are not fulfilled or the Underwriting Agreement is terminated by the Underwriter according to the terms thereof, the Rights Issue will not proceed. Any Shareholder or other person contemplating buying or selling Shares or Rights Shares in their nil-paid form who is in any doubt about his/her position is recommended to consult his/her professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriter shall have the right to terminate the arrangements set out in the Underwriting Agreement by notice in writing issued to the Company at any time prior to 4:00 p.m. on the Settlement Date if there occurs:

- (i) an introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof); or
- (ii) 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 currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not such are of the same nature as any of the foregoing) or of the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities market; or
- (iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out;

and in the reasonable opinion of the Underwriter, such change would have a material and adverse effect on the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If, at or prior to 4:00 p.m. on the Settlement Date:

- (i) the Company commits any material breach or omits to observe any of the obligations, undertakings, representations or warranties expressed to be assumed by it under the Underwriting Agreement which breach or omission will have a material and adverse effect on its business, financial or trading position; or
- (ii) the Underwriter shall receive notification pursuant to the relevant clauses of the Underwriting Agreement of, or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the relevant clauses of the Underwriting Agreement, and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- (iii) the Company shall, after any matter or event referred to in the relevant clauses of the Underwriting Agreement has occurred or come to the Underwriter's attention, fail promptly to send out any announcement or circular (after the despatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company;

the Underwriter shall be entitled (but not bound) by notice in writing issued by the Underwriter to the Company to elect to treat such matter or event as releasing and discharging the Underwriter from its obligations under the Underwriting Agreement.

If the Underwriting Agreement is terminated by the Underwriter before 4:00 p.m. on the Settlement Date or does not become unconditional, the Underwriting Agreement will terminate forthwith (save in respect of any rights and obligations which may accrue under the Underwriting Agreement prior to such termination) and neither the Company nor the Underwriter shall have any claim against the other (save for certain fees and expenses referred to therein) and the Rights Issue will not proceed. More details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.

**A SEPARATE CHEQUE OR CASHIER'S ORDERS MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE GIVEN.
(For office use only)**

Application number	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

重要提示

本額外申請表格為有價文件，不可轉讓，並僅供下列名並擬根據供股申請其有權認購之配額以外之額外供股股份之合資格股東使用。申請最遲須於二零零八年七月二十四日星期四下午四時正前遞交。
閣下如對本額外供股股份申請表格之任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。
香港聯合交易所有限公司及香港中央結算有限公司對本額外申請表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並表明概不會就因本額外供股股份申請表格（「額外申請表格」）全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。
本額外申請表格之副本連同本公司於二零零八年七月十日刊發之供股章程、暫定配額通知書（「暫定配額通知書」）之副本及隨附供股章程附錄三（「送呈香港公司註冊處之文件」一段所列之文件，已根據公司條例第342C條之規定送呈香港公司註冊處登記。本額外申請表格之副本連同日期為二零零八年七月十日之本公司供股章程及暫定配額通知書之副本將在切實可行情況下儘快於百慕達公司註冊處存檔。香港公司註冊處、百慕達公司註冊處及香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。
本公司股份之買賣可透過中央結算及交收系統（「中央結算系統」）進行交收，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問有關交收安排之詳情，以及有關安排對閣下之權利及權益構成之影響。
除文義另有所指外，供股章程所界定之詞語在本表格內具有相同涵義。



MASCOTTE HOLDINGS LIMITED

馬斯葛集團有限公司*

（於百慕達註冊成立之有限公司）

（股份代號：136）

根據合資格股東於記錄日期
每持有兩股現有股份可獲發一股供股股份之基準
按每股供股股份0.15港元之價格進行供股，
涉及953,080,050股每股面值0.10港元之供股股份
供股股款須於申請時繳足

額外供股股份申請表格

合資格股東姓名及地址

只供名列本欄之登記
合資格股東申請。

致：馬斯葛集團有限公司
列位董事

敬啟者：

本人／吾等為上文列名之股份登記持有人，現不可撤回地以每股供股股份0.15港元之認購價申請_____股額外供股股份，並附上_____港元以「只准入抬頭人賬戶」方式劃線獨立開出，並註明抬頭人為「Mascotte Holdings Limited — Excess Application Account」之支票或銀行本票，作為申請上述數目額外供股股份須全數支付之股款。
本人／吾等謹請 貴公司配發該等所申請或任何較前申請數目為少之額外供股股份予本人／吾等，並將本人／吾等就此項申請可能獲配發之額外供股股份數目之股票及／或應退還予本人／吾等任何多出之申請股款之支票，按上列地址以平郵方式郵寄予本人／吾等，郵誤風險概由本人／吾等自行承擔。本人／吾等明白就此項申請所獲配發由 貴董事全權酌情配發。本人／吾等知悉本人／吾等未必可獲配發全部或任何部份所申請之額外供股股份。
本人／吾等承諾按照供股章程所載之條款，並在 貴公司之組織章程大綱及細則限制下接納如上所述可能配發予本人／吾等之額外供股股份數目。本人／吾等就任何獲配發之額外供股股份授權 貴公司將本人／吾等之姓名列入 貴公司之股東名冊，作為該等額外供股股份之持有人。

1. _____ 2. _____ 3. _____ 4. _____
申請人簽署（所有聯名申請人均須簽署）

日期：二零零八年_____月_____日

本額外申請表格必須填妥，連同按所申請總數之額外供股股份以每股額外供股股份0.15港元計算之應繳股款支票或銀行本票，最遲於二零零八年七月二十四日星期四下午四時正前交回本公司之股份過戶登記處卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款必須以港元繳付。支票須由香港銀行賬戶開出，而本票則須由香港銀行開立，以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「Mascotte Holdings Limited — Excess Application Account」。

填妥及交回本額外申請表格連同繳付按本表格所申請額外供股股份之股款支票或銀行本票，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兌現。所有支票及銀行本票將於收到後隨即兌現，而有關股款所得之一切利息（如有）將會歸本公司所有。倘支票或銀行本票於首次過戶時未能兌現，則本額外申請表格可遭拒絕受理。
並無作出任何行動（包括根據香港及百慕達以外任何司法權區之任何適用法例登記或存檔）以獲准於香港以外任何司法權區呈供股股份，或分發供股章程、相關暫定配額通知書及本額外供股股份申請表格。

於香港以外任何地區接獲供股章程、暫定配額通知書或隨附之額外申請表格之人士，概不可將此視作為申請供股股份之要約或邀請，除非在有關地區作出有關要約或邀請乃屬合法，而毋須遵守任何註冊或其他法律或監管規定。香港以外地區人士如欲申請供股股份，應自行遵守所有相關地區之法律及規例，包括取得任何政府或其他同意，以及就此支付該地區應付之稅項及徵費。地址為香港以外地區之人士作出之供股股份申請，將不獲受理，除非本公司絕對酌情信納該項接納不會違反任何適用法例或監管規定或需要遵守有關任何註冊或其他法律或監管規定。倘本公司相信接納有關供股股份之申請將違反香港以外任何地區之適用證券或其他法律及規例，則本公司保留權利拒絕接納任何有關申請。

閣下將獲通知獲配發之額外供股股份數目。倘 閣下不獲配發任何額外供股股份，則於申請額外供股股份時繳付之股款將會以支票不計息全數退還予 閣下，退款支票預計不遲於二零零八年八月一日星期五或之前以平郵方式郵寄予閣下，郵誤風險概由 閣下自行承擔。倘 閣下獲配發之額外供股股份數目少於所申請之數目，則多出之申請款項將會以支票不計息退還予 閣下，退款支票預計將不遲於二零零八年八月一日星期五或之前以平郵方式郵寄予 閣下，郵誤風險概由閣下自行承擔。任何上述支票將以名列本表格之申請人為抬頭人。
本額外申請表格及據此提出之所有申請均須受香港法律監管並按其詮釋。

股份已自二零零八年六月三十日星期一起以除權基準買賣，而未繳股款之供股股份將預期於二零零八年七月十四日星期一至二零零八年七月二十一日星期一（包括首尾兩日）期間買賣，惟供股須符合之條件仍未達成。任何買賣股份或未繳股款供股股份或於達成符合供股所有條件之日期前買賣供股股份之人士須承擔供股未必成為無條件之風險。倘供股之條件並未達成或包銷商根據包銷協議所載條款終止包銷協議，則供股將不會進行。任何擬買賣股份或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。
董事謹請閣下尤其注意倘出現下述情況，包銷商有權於結算日期下午四時正前隨時書面通知本公司終止包銷協議所載之安排：

- (i) 頒佈任何新法例或法規或修改現行法例或法規（或其司法詮釋）；或
- (ii) 任何當地、全國或國際政治、軍事、金融、經濟或貨幣事件或轉變（包括港元與美元之聯繫匯率制度改變）或其他性質（不論是否與任何上述性質相同）之事件或轉變（不論是否屬於包銷協議日期前及／或後出現或持續之一連串事件或轉變）；或任何當地、全國或國際敵對事件或軍事衝突爆發或升級或影響當地證券市場之事件或轉變；或
- (iii) 任何天然、戰爭、動亂、公眾騷亂、火災、水災、爆炸、疫疾、恐怖襲擊、罷工或停工；

而包銷商合理地認為上述轉變會對本集團整體業務、財務或經營狀況或前景或供股之順利進行有重大不利影響，或使供股不宜或不應進行。

- (i) 倘於結算日期下午四時正或之前；
- (ii) 本公司嚴重違反或並無遵守包銷協議所列明本公司須承擔或遵守之任何責任、承諾、聲明或保證，而對本公司業務、財務或經營狀況有重大不利影響；或
- (iii) 包銷商將根據包銷協議之有關條款獲知會，或包銷商得悉包銷協議之有關條款所載之任何聲明或保證於作出或按包銷協議規定轉載時失實或不準確，而包銷商合理地認為任何上述失實聲明或保證對本集團整體業務、財務或經營狀況或前景構成或大有可能構成重大不利影響，或大有可能對供股產生重大不利影響；或
- (iii) 當發生或包銷商獲悉包銷協議所載之任何事宜或事項後，本公司未能於寄發供股章程文件後盡早按包銷商合理要求之方式及（如適用）內容刊發公告或通函，以防止本公司證券出現造市，

則包銷商有權（惟不受約束）向本公司發出書面通知，選擇視該事宜或事件為解除及撤除包銷商於包銷協議下之責任。

如包銷協議於結算日期下午四時正之前被包銷商終止或未能成為無條件，包銷協議將立即終止（而於有關終止之前任何可能根據包銷協議所產生之任何權利及責任除外），且本公司或包銷商將不得向另一方提出任何索償（包銷協議所述之索償費用及開支除外），而供股將不會進行。終止包銷協議條款之更多詳情載於供股章程內。

每份申請表格必須隨附一張獨立開出之支票或銀行本票。本公司將不另發收據。
（公司專用欄）

申請編號	申請之額外供股股份數目	申請時繳交之股款	退還餘額
		港元	港元

* 僅供識別