

**Form A**  
**表格甲**

**The whole of this document must be returned to be valid.**

**本文件必須整份交回方為有效。**

**IMPORTANT**

**重要提示**

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.

茲提述中渝置地控股有限公司（「**本公司**」）日期為2017年4月3日有關供股的章程（「**供股章程**」）。除文義另有規定外，供股章程所界定的詞彙與本暫定配額通知書（「**通知書**」）所用者具相同涵義。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EAF AND PROSPECTUS EXPIRES AT 4:00 P.M. ON FRIDAY, 21 APRIL 2017 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE SECTION HEADED “EFFECT OF BAD WEATHER” IN THE ENCLOSED SHEET).

本通知書具有價值及可予轉讓，請即處理。本通知書及隨附額外供股股份申請表格及供股章程內所載的認購要約於2017年4月21日（星期五）下午四時正（或如在惡劣天氣情況下，於隨附頁中「惡劣天氣的影響」一段所載的該等較後時間或日期）截止。

IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS PAL 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. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR THE TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR THE TRANSFEREE(S).

閣下如對本通知書的內容或將予採取的行動有任何疑問，應諮詢閣下的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。閣下如已將名下本公司所有股份出售或轉讓，應立即將供股章程及本通知書以及隨附的額外申請表格交予買主或承讓人，或經手出售或轉讓的銀行、持牌證券交易商或其他代理商，以便轉交買主或承讓人。

The Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representation as to the 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.

香港交易及結算有限公司、聯交所及香港結算對本通知書的內容概不負責，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通知書全部或任何部分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

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.

待未繳股款及繳足股款供股股份獲批准於聯交所上市及買賣，以及遵守香港結算的股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可由各自開始在聯交所買賣之日或香港結算釐定的其他日期起，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的交易須於其後第二個交易日在中央結算系統內進行交收。中央結算系統的所有活動均須受不時有效的中央結算系統一般規則及中央結算系統運作程序規則所限制。

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 pursuant to 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.

一套各份發行文件連同供股章程附錄三「12送呈公司註冊處處長的文件」一節所列的文件，已根據香港法例第32章《公司（清盤及雜項條文）條例》第342C條送呈香港公司註冊處處長登記。聯交所、香港證券及期貨事務監察委員會及香港公司註冊處處長對此等文件的內容概不負責。



# C C Land Holdings Limited 中渝置地控股有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

Website 網址 : [www.ccland.com.hk](http://www.ccland.com.hk)

(Stock code: 1224)

(股份代號 : 1224)

**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**

以認購價每股 2 港元按合資格股東

於記錄日期每持有

兩股股份獲發一股供股股份的基準

進行供股股份的供股，

股款最遲須

於 2017 年 4 月 21 日 (星期五) 下午四時正提交申請時繳足

## **PROVISIONAL ALLOTMENT LETTER**

### **暫定配額通知書**

*Hong Kong branch share registrar and transfer office:*

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

*股份過戶登記處香港分處：*

卓佳秘書商務有限公司  
香港  
皇后大道東 183 號  
合和中心 22 樓

*Head Office and principal place of business*

*in Hong Kong:*  
Rooms 3308-10, 33rd Floor  
China Resources Building  
26 Harbour Road  
Wanchai, Hong Kong

*Registered office:*

Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

*總辦事處及香港主要營業地點：*

香港  
灣仔  
港灣道 26 號  
華潤大廈 33 樓  
3308-10 室

*註冊辦事處：*

Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

3 April 2017  
2017 年 4 月 3 日

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

合資格股東姓名及地址

Total number of Share(s) registered in your name(s) on Thursday, 30 March 2017

於2017年3月30日(星期四)登記於閣下名下的股份總數

BOX A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Friday, 21 April 2017

暫定配發予閣下的供股股份數目，惟最遲須於2017年4月21日(星期五)下午四時正接納時繳足股款

BOX B  
乙欄

Total subscription monies payable  
應繳認購款項總額

BOX C  
丙欄  
HK\$  
港元

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

Contact telephone no:

聯絡電話號碼：\_\_\_\_\_

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 21 April 2017 (or, under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather" in the enclosed sheet). 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 — Rights Issue**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the bye-laws of the Company. Instructions on transfer and splitting are set out in the enclosed sheet. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

閣下如全數接納暫定配額，須於2017年4月21日(星期五)下午四時正前(或如於惡劣天氣情況下，於隨附頁中「惡劣天氣的影響」一段所載的該等較後時間或日期)，將本暫定配額通知書整份連同丙欄所載須於接納時繳足的股款，送交登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出，而銀行本票則須由香港持牌銀行開立，以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「**C C LAND HOLDINGS LIMITED — Rights Issue**」。支付有關款項後，將表示根據本暫定配額通知書及供股章程的條款，並在本公司的公司細則規限下，接納供股股份暫定配額。有關轉讓及分拆指示載於隨附頁內。本公司概不會就股款發出收據。所有涉及本暫定配額通知書的查詢應向位於上述地址的登記處提出。

The Underwriting Agreement contains provisions granting the Underwriter, by notice in writing to the Company, the right to terminate the Underwriting Agreement at any time prior to the Latest Termination Time on the occurrence of certain events which are set out below in this PAL under the heading "Termination of the Underwriting Agreement". 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.

包銷協議載有條文，賦予包銷商權利於發生若干事件時透過向本公司發出書面通知於最後終止時限前隨時終止包銷協議，而該等若干事件列載於本暫定配額通知書「終止包銷協議」一節內。倘包銷商於最後終止時限前終止包銷協議，或供股的條件未能達成或獲豁免(如適用)，則供股將不會進行。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong 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 — Rights Issue" and crossed "Account Payee Only".

閣下如欲行使閣下的權利認購本通知書所列的所有供股股份，則須依照其上印備的指示，於2017年4月21日(星期五)下午四時正前將本通知書連同接納時應付的全數股款交回登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出，而銀行本票則須由香港持牌銀行開立，以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「C C LAND HOLDINGS LIMITED — Rights Issue」。

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). 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/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.

敬請注意，現有股份已自2017年3月20日(星期一)起於聯交所以除權方式買賣，而供股股份預期將自2017年4月7日(星期五)起至2017年4月18日(星期二)止期間(包括首尾兩天)以未繳股款形式買賣。擬買賣股份或未繳股款供股股份的任何股東或其他人士，如對其情況有任何疑問，建議諮詢其專業顧問。直至供股成為無條件，任何股東或其他買賣股份及／或未繳股款供股股份人士，均需留意供股不一定進行的風險，務請謹慎行事。

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

本公司將不另發股款收據

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**IN THE EVENT OF A TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT, HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.**

在轉讓本文件所示認購供股股份的權利時，每宗買賣均須繳納香港印花稅。餽贈或轉讓（並非以出售方式）實益擁有的權益亦須繳納香港印花稅。在登記轉讓本文件所示任何認購供股股份權利之前，須出示已繳納香港印花稅的證明。

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 his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)  
(僅供擬將其於本表格所涵蓋認購供股股份的權利全數轉讓的合資格股東填寫及簽署)

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

致： 中渝置地控股有限公司  
列位董事

Dear Sirs,  
I/We hereby transfer all my/our right(s) to subscribe for the Rights Share(s) comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人／吾等茲將本通知書所涵蓋本人／吾等可認購供股股份的權利全數轉讓予接受此權利並簽署以下登記申請表格（表格丙）的人士。

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

Signature(s) of Shareholder(s) (all joint Shareholders must sign)  
股東簽署（所有聯名股東均須簽署）

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

日期：2017年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Note: Hong Kong stamp duty is payable in connection with the transfer of the right(s) to subscribe for the Rights Share(s).**  
附註： 轉讓可認購供股股份的權利須繳納香港印花稅。







## 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](http://www.ccland.com.hk)

(Stock Code: 1224)

3 April 2017

Dear Qualifying Shareholder(s),

Reference is made to the Prospectus in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings when used herein, unless the context otherwise requires. In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares on the basis of one Rights Share for every two Shares held and registered in your name(s) in the register of members of the Company on the Record Date (i.e. Thursday, 30 March 2017). Your holding of Shares on the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Issue Documents will not be registered in any jurisdiction other than Hong Kong. Distribution of the Issue Documents (including this PAL) 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. No person (including without limitation, any custodian, nominee and trustee) who receives a copy of the Issue Documents (including this PAL) 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 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 Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction. This PAL, and the Rights Shares, in both their nil-paid and fully-paid forms, have not been and will not be registered under the applicable securities laws of any jurisdictions other than Hong Kong.

No provisional allotment of Rights Shares has been or will be made to the Non-Qualifying Shareholders and no PAL or EAF will be sent to them. The Company will only despatch the Issue Documents to the Qualifying Shareholders. Any Rights Shares provisionally allotted but not accepted, will be made available for excess application by the Qualifying Shareholders under the EAF(s).

When allotted, issued and fully-paid, the Rights Shares will rank *pari passu* in all respects with the existing Shares then in issue.

### **PROCEDURE FOR ACCEPTANCE**

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 21 April 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather" below). 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 — Rights Issue**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this PAL, duly completed and together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 p.m. on Friday, 21 April 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed "Effect of Bad Weather" below), whether by the original allottee or any person to whom the rights have been validly transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to treat but may at its absolute discretion treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if such PAL is not completed in accordance with the relevant instructions.

### **EXCESS RIGHTS SHARES**

If you are a Qualifying Shareholder and wish to apply for any Rights Shares in addition to those provisionally allotted to you hereunder, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares 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 (or under bad weather conditions, such later time or date as mentioned in the section headed “Effect of Bad Weather” below). 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**”.

The Board will allocate the excess Rights Shares at its discretion on a fair and equitable basis and as far as practicable on the following principles:

- (1) subject to the availability of sufficient excess Rights Shares for all such applications, preference may be given to applications for less than a board lot of Rights Shares where they appear to the Directors that such applications are made to top-up odd-lot holdings to whole-lot holdings and that such applications are not made with the intention to abuse this mechanism; and
- (2) after applying the principle (1) above, the remaining excess Rights Shares, if any (if preference is given) or all excess Rights Shares (if no preference is given) will be allocated on a pro-rata basis with reference to the number of excess Rights Shares applied for by the relevant Qualifying Shareholders, with flexibility to round up to whole board lots at the discretion of the Directors.

For the avoidance of doubt, in applying principles (1) and (2) above, no reference will be made to the Rights Shares comprised in applications by PAL or the existing number of Shares held by the relevant Qualifying Shareholders.

## **TRANSFER**

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this PAL to the transferee(s) to or through whom you are transferring such rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong by no later than 4:00 p.m. on Friday, 21 April 2017 (or under bad weather conditions, such later time or date as mentioned in the section headed “Effect of Bad Weather” below). 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 and the acceptance by the transferee(s) of such rights.

## **SPLITTING**

If you wish to accept only part of your provisional allotment and/or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder to more than one person, this PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 11 April 2017 with the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, who will cancel this original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar after 9:00 a.m. on the second business day after the surrender of this original PAL.

## **FRACTIONAL ENTITLEMENTS**

The Company will not provisionally allot fractions of Rights Shares in nil-paid form. No odd-lot matching services will be provided. All fractions of Rights Shares will be aggregated (rounded down to the nearest whole number) and will be made available for excess application by the Qualifying Shareholders under the EAF(s).

## **TERMINATION OF THE UNDERWRITING AGREEMENT**

It should be noted that the existing Shares have been dealt in on an ex-rights basis 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).

The Rights Issue is conditional on (i) the Underwriting Agreement becoming unconditional, and (ii) the Underwriting Agreement not being terminated by the Underwriter in accordance with its terms. 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.

The risks in dealing in the Shares and the Rights Shares are disclosed in the section headed "Risks of Dealing in Shares and Nil-paid Rights Shares" of the Prospectus. In the event the Underwriter exercises its rights to terminate the Underwriting Agreement prior to the Latest Termination Time, 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 Underwriter in respect of any breach of the Underwriting Agreement occurring prior to such termination.

If the Underwriter exercises such rights, the Underwriting Agreement will not become unconditional and the Rights Issue will not proceed. Further announcement(s) will be made if the Underwriting Agreement is terminated by the Underwriter.

Details of the terms of the termination of the Underwriting Agreement are also set out in the Prospectus.

## **CHEQUES OR CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Any PAL in respect of which the accompanying cheque or cashier's order is not honoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. Completion and return of this PAL together with a cheque or cashier's order in payment for the Rights Shares provisionally allotted hereunder will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

## **SHARE CERTIFICATES**

Subject to the fulfillment of the conditions of Rights Issue, share certificates for the fully-paid Rights Shares are expected to be despatched to you by the Registrar by ordinary post at your own risk on or before Friday, 28 April 2017.

You will receive one share certificate for all the Rights Shares issued to you.

## **EFFECT OF BAD WEATHER**

If there is a "black" rainstorm warning signal or a tropical cyclone warning signal number 8 or above in force in Hong Kong ("**Bad Weather**") at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 21 April 2017, the latest time for acceptance of and payment for the Rights Shares and for the application for excess Rights Shares will be extended to 5:00 p.m. on the same business day. If there is Bad Weather in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Friday, 21 April 2017, the latest time for acceptance of and payment for the Rights Shares and for application for excess Rights Shares will be rescheduled to 4:00 p.m. on the following business day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m..

## **GENERAL**

Completion and return of this PAL will constitute a warranty and representation from you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above warranty and representation.

Lodgment of this PAL with, where relevant, the form of transfer and nomination (Form B) purporting to have been signed by the person(s) in whose favour this 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 PALs and/or certificates for Rights Shares.

This PAL and any acceptance of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours from Monday, 3 April 2017 to Friday, 21 April 2017.

## **PERSONAL DATA COLLECTION — PAL**

By completing, signing and submitting this PAL and/or the forms accompanying this PAL, you agree to disclose to the Company, the Registrar 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 the Rights Shares. 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 the Company, at its head office and principal place of business in Hong Kong at Rooms 3308-10, 33rd Floor, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary of the Company, or (as the case may be) to the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, for the attention of Privacy Compliance Officer.

Yours faithfully,  
By order of the Board of  
**C C Land Holdings Limited**  
**Lam How Mun Peter**  
*Deputy Chairman and Managing Director*





**C C Land Holdings Limited**  
**中渝置地控股有限公司**  
(於百慕達註冊成立的有限公司)  
網址：www.ccland.com.hk  
(股份代號：1224)

敬啟者：

茲提述有關供股的供股章程。除文義另有規定外，供股章程所界定的詞彙在本通知書使用時具相同涵義。根據供股章程所載的條款及受其條件規限下，董事已向閣下暫定配發的供股股份數目以於記錄日期(即2017年3月30日(星期四))在本公司的股東名冊上以閣下名義持有及登記的每兩股股份獲發一股供股股份為基準。閣下於記錄日期持有的股份數目載於甲欄，而閣下獲暫定配發的供股股份數目載於乙欄。

發行文件不會於香港境外的任何司法管轄區登記。在香港境外的司法管轄區派發發行文件(包括本函件)，或會受法例所限。管有發行文件的人士應知悉並遵循有關限制。任何人士(包括(但不限於)任何保管人、代名人及受託人)如在香港境外任何司法管轄區收到發行文件(包括本函件)副本，不應以此為申請供股股份的要約或邀請處理，除非有關要約或邀請在有關司法管轄區可以合法進行而無須遵守任何登記或其他法律及/或監管規定，則作別論。任何人士(包括(但不限於)香港境外的任何保管人、代名人及受託人)有意接納供股股份(未繳股款或繳足股款)必須確保其全面遵守任何相關地區的適用法例，包括獲取任何必須的政府或其他同意，遵守任何其他必要手續以及繳納該等地區的任何發行、轉讓稅項或其他稅項。

本公司保留權利拒絕接納本公司相信會違反任何司法管轄區的適用證券法例或其他法例或規定的任何供股股份的申請。本暫定配額通知書及供股股份(未繳股款及繳足股款)不會及將不會根據香港境外任何司法管轄區的適用證券法律登記。

不合資格股東並未亦將不會獲暫定配發供股股份，且將不會獲寄暫定配額通知書或額外申請表格。本公司將僅向合資格股東寄發發行文件。任何暫定配發但未獲接納的供股股份，將可供合資格股東以額外申請表格額外申請認購。

繳足股款的供股股份經發行及配發後，將在各方面與現有已發行股份享有同等權益。

### 接納手續

閣下如全數接納暫定配額，須於2017年4月21日(星期五)下午四時正前(或如於惡劣天氣情況下，於下文「惡劣天氣的影響」一段所載的該等較後時間或日期)，將本暫定配額通知書整份連同丙欄所載須於接納時繳足的股款，送交登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出，而銀行本票則須由香港持牌銀行開立，以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「C C LAND HOLDINGS LIMITED — Rights Issue」。支付有關款項後，將表示根據本暫定配額通知書及供股章程的條款，並在本公司的公司細則規限下，接納供股股份暫定配額。本公司概不會就股款發出收據。所有涉及本暫定配額通知書的查詢應向位於上述地址的登記處提出。

敬請注意，除非如上文所述於2017年4月21日(星期五)下午四時正前(或如於惡劣天氣情況下，於下文「惡劣天氣的影響」一段所載的該等較後時間或日期)接獲原承配人或已獲有效轉讓有關權利的任何人士所遞交經填妥的本暫定配額通知書連同丙欄所示金額的適當股款，否則是項暫定配額及其項下一切權利將被視作已遭放棄而將予註銷。即使暫定配額通知書並未根據有關指示填妥，本公司亦毋須但可全權酌情視暫定配額通知書為有效及對親身或由代表遞交的人士具有約束力。

### 額外供股股份

倘閣下為合資格股東，且有意申請閣下據此獲暫定配發以外的任何供股股份，則應按隨附的額外申請表格所示填妥及簽署表格，並於2017年4月21日(星期五)下午四時正前(或如於惡劣天氣情況下，於下文「惡劣天氣的影響」一段所載

的該等較後時間或日期)將該表格連同就所申請額外供股股份於申請時應獨立支付的全數股款送達登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款必須以港元支付。支票須由香港持牌銀行的賬戶開出，而銀行本票則須由香港持牌銀行開立，以「只准入抬頭人賬戶」方式劃線開出，並註明抬頭人為「C C LAND HOLDINGS LIMITED — Excess Application」。

董事會將根據以下原則，按公平公正可行基準酌情分配額外供股股份：

- (1) 倘有額外足夠供股股份可供認購，申請認購少於一手供股股份買賣單位，而董事認為有關申請是為了補足所持碎股至完整買賣單位，且有關申請並非有意濫用此機制，可獲優先考慮；及
- (2) 經應用以上(1)的原則後，(若獲優先考慮)餘下的額外供股股份(如有)，或(若沒有獲優先考慮)所有額外供股股份將參考相關合資格股東額外申請的供股股份數目按比例分配，而董事可酌情靈活上調至完整買賣單位。

為免存疑，當應用以上(1)及(2)的原則後，暫定配發通知書中的供股股份申請或相關合資格股東持有的現有股份數目將不予參考。

## 轉讓

閣下如欲轉讓本通知書所述認購 閣下獲暫定配發的供股股份全部權利，必須填妥及簽署轉讓及提名表格(表格乙)，並將本暫定配額通知書送交承讓人或據此經手轉讓 閣下權利的人士。其後，承讓人須填妥及簽署登記申請表格(表格丙)，並於2017年4月21日(星期五)下午四時正前(或如於惡劣天氣情況下，於下文「惡劣天氣的影響」一段所載的該等較後時間或日期)將本暫定配額通知書連同丙欄所載須於接納時繳足的全部股款送達登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。敬請注意，轉讓 閣下認購有關供股股份的權利及承讓人接納該等權利時，須繳付香港印花稅。

## 分拆

倘 閣下僅擬接納部分暫定配額及/或轉讓 閣下據此獲暫定配發供股股份的部分認購權利，或將 閣下據此獲暫定配發供股股份可認購的部分權利轉讓予超過一名人士，則本暫定配額通知書必須於2017年4月11日(星期二)下午四時三十分前提交及送達登記處卓佳秘書商務有限公司(地址為香港皇后大道東183號合和中心22樓)以供註銷，而登記處將註銷此暫定配額通知書正本，並按所需金額發出新暫定配額通知書，而新發出的暫定配額通知書將於提交此暫定配額通知書正本後第二個營業日上午九時正後在登記處可供領取。

## 碎股

本公司將不會暫定配發未繳股款的供股股份的碎股，亦不會提供碎股對盤服務。供股股份的所有碎股將被彙集(下調至最接近的整數)及將供合資格股東以額外申請表格額外申請認購。

## 終止包銷協議

敬請注意，現有股份已自2017年3月20日(星期一)起以除權方式買賣，而供股股份預期將自2017年4月7日(星期五)起至2017年4月18日(星期二)止期間(包括首尾兩天)以未繳股款形式買賣。倘包銷商於最後終止時限前終止包銷協議，或供股的條件未能達成或獲豁免(如適用)，則供股將不會進行。擬買賣未繳股款的股份或供股股份的任何股東或其他人士，如對其情況有任何疑問，建議諮詢其專業顧問。

供股須待下列條件達成方告作實：(i)包銷協議成為無條件；及(ii)包銷協議並無被包銷商按其條款終止。包銷協議載有條文，賦予包銷商權利於發生若干事件時透過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任何時間發生以下事件，包銷商可於最後終止時限前隨時透過向本公司發出書面通知撤銷或終止包銷協議：

(a) 包銷商得悉以下事項：

- (i) 發生任何事宜或情況引致供股章程下「包銷協議條件」一節所載的任何條件不能於指定時間達成；
- (ii) 發生任何事宜或事件，顯示包銷協議所載的任何保證及承諾於作出時屬失實或具誤導性或已被違反，或本公司已重大違反任何於包銷協議的責任或承諾，或包銷商有合理理由相信已發生任何有關違約行為，或已發生任何事宜且能合理預期該事宜導致有關違反或申索；

- (iii) 供股章程或(如適用)補充章程所載任何聲明已為或被發現為失實、不真實、不完整或有誤導成份，或發生或發現任何事宜，而倘於當時刊發供股章程或(如適用)補充章程，該等事宜將構成重大遺漏；
  - (iv) 倘包銷商於其唯一及絕對的意見下，認為將予披露之事宜會或可能會對供股能否成功進行造成損害及重大不利影響，或令進行供股屬不合宜或不適當，而本公司須刊發補充章程(包銷商已事先諮詢本公司(如可行))；
  - (v) 本集團整體業務、狀況、經營業績、前景、管理、股東權益或財務狀況或貿易狀況出現任何不利變動或潛在不利變動，而包銷商於其唯一及絕對的意見下認為該等變動屬於或可能屬於重大及不利，從而導致進行供股屬不可行；或
  - (vi) 任何股份暫停買賣(但有待就供股刊發公告而停牌或停牌不超過十個交易日除外)；及
- (b) 醞釀、出現、發生、生效、存在或包銷商知悉任何事件、連串事件或情況有關或關於或可能導致(不論是否可預見)下列事件：
- (i) 中國、香港、美國、歐盟(或其任何成員)之地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、稅務、監管或證券市場事宜或情況或貨幣匯率或外匯管制有任何變動(不論永久與否)，或可能導致上述各項有任何變動之任何事件或連串事件；
  - (ii) 於中國、香港、美國、歐盟(或其任何成員)的任何屬於不可抗力性質的事件或情況(包括但不限於任何政府行動、經濟制裁、罷工或停工(不論是否有保險保障)、暴亂、火災、爆炸、水災、地震、內亂、戰亂、宣戰、爆發敵對狀態或敵對狀態升級(無論是否已經宣戰)、恐怖活動(無論是否已承認責任)、天災、疫症、流行病、傳染病爆發、宣佈進入緊急或災難或危機狀態；
  - (iii) 中國、香港、美國、歐盟(或其任何成員)或有關當局宣佈銀行停業；
  - (iv) 聯交所、倫敦證券交易所、紐約證券交易所或納斯達克全國市場對股份或證券買賣實施任何暫停、延緩或限制或設立最低價格，或任何於香港或美國的證券結算或清算服務有任何嚴重受阻；
  - (v) 香港或本集團任何成員經營或進行業務的任何其他地方的任何法院或其他主管機構訂立任何新法例或法規，或修訂現行法例或法規，或更改其詮釋或應用。

而就以上分段(b)中所述事件及情況的單獨或聚合影響，包銷商於其唯一及絕對的意見下認為該等影響：(1)已經或將會或可能對本集團的業務或財務或供股構成重大不利影響；(2)已經或將會或可能對供股或供股股份承購水平或前景構成重大不利影響；或(3)導致或可能導致進行供股對本公司而言為不合宜或不適當。

有關買賣股份及未繳股款供股股份的風險於供股章程「有關買賣股份及未繳股款供股股份的風險」分節披露。倘包銷商於最後終止時限前行使彼等權利終止包銷協議，則除根據包銷協議若干權利或責任外，訂約各方於該協議項下的責任將隨即終止，在有關終止不損害本公司及包銷商有關權利的前提下，任何一方概不得就因包銷協議終止前違反該協議而涉及的任何費用、損害、補償或其他事項向其他訂約方提出任何索償。

倘包銷商行使有關權利，則包銷協議將不會成為無條件，而供股將不會進行。倘包銷商終止包銷協議，將另行刊發公告。

有關終止包銷協議條款的詳情亦載於供股章程。



## 支票或銀行本票

所有支票及銀行本票將於收訖後隨即兌現，而有關股款所賺取一切利息將就本公司利益撥歸本公司所有。倘任何暫定配額通知書隨附的支票或銀行本票於首次過戶時不獲兌現，則有關暫定配額通知書可遭拒絕受理，而在此情況下，有關暫定配額及據此獲得的一切權利將被視作已遭放棄而將予註銷。填妥本暫定配額通知書並連同繳付據此獲暫定配發的供股股份股款的支票或銀行本票交回時，即表示申請人保證該支票或銀行本票將於首次過戶時獲得兌現。

## 股票

待供股發行的條件獲達成後，預期登記處將於2017年4月28日(星期五)或之前以平郵將繳足股款供股股份的股票寄交閣下，郵誤風險概由閣下自行承擔。

閣下將就所有獲發的供股股份收取一張股票。

## 惡劣天氣的影響

倘於2017年4月21日(星期五)中午十二時正前任何本地時間在香港懸掛「黑色」暴雨警告信號或八號或以上熱帶氣旋警告信號(「**惡劣天氣**」)，並於當日中午十二時正前解除，則接納供股股份及繳付股款以及申請認購額外供股股份的最後期限將延至同一營業日下午五時正。倘於2017年4月21日(星期五)中午十二時正至下午四時正期間任何本地時間在香港出現惡劣天氣，則接納供股股份及繳付股款以及申請認購額外供股股份的最後期限將順延至下一個營業日下午四時正，而該營業日上午九時正至下午四時正間任何時間應無懸掛有關信號。

## 一般事項

填妥及交回本暫定配額通知書，即表示閣下向本公司保證及聲明，閣下已經或將會妥為遵守所有相關司法管轄區內與本暫定配額通知書及其任何接納有關的一切登記、法律及規管要求。為免生疑問，香港結算或香港中央結算(代理人)有限公司將概不作出，或受任何該等聲明及保證規限。

遞交本暫定配額通知書及(在有關情況下)擬由獲發本暫定配額通知書的人士簽署的轉讓及提名表格(表格乙)，將為最終擁有權的證明，顯示遞交有關文件的人士有權處理有關文件及接收經分拆的暫定配額通知書及/或供股股份的股票。

本暫定配額通知書及接納其所載認購要約受香港法例規管，並按此詮釋。

載有供股詳情的供股章程可於2017年4月3日(星期一)至2017年4月21日(星期五)期間的一般營業時間內向登記處卓佳秘書商務有限公司(地址為香港皇后大道東183號合和中心22樓)索取。

## 收集個人資料 — 暫定配額通知書

填妥、簽署及交回本暫定配額通知書及/或隨附之表格，即表示閣下同意向本公司、過戶登記處及/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，可確定本公司或過戶登記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》，本公司及過戶登記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之所有要求，應寄至本公司之總辦事處及香港主要營業地點(香港灣仔港灣道26號華潤大廈33樓3308-10室)或根據適用法例不時通知之地址，交予本公司的公司秘書；或(視情況而定)寄至過戶登記處卓佳秘書商務有限公司(地址為香港皇后大道東183號合和中心22樓)，交予私隱條例事務主任。

此 致

列位合資格股東 台照

承董事會命  
中渝置地控股有限公司  
副主席兼董事總經理  
林孝文  
謹啟

2017年4月3日