



MASCOTTE HOLDINGS LIMITED

馬斯葛集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 136)

(Stock Code of Warrants: 1493)

FORM OF PROXY FOR MEETING OF HOLDERS OF THE EXISTING WARRANTS TO BE HELD ON 11 SEPTEMBER 2015 AND AT ANY ADJOURNMENT THEREOF

I/We^(a) _____ of _____ being the registered holder(s) of warrants (the "Existing Warrants") in registered form to subscribe up to HK\$ _____^(b) for shares in the capital of Mascotte Holdings Limited (the "Company"), HEREBY APPOINT THE CHAIRMAN OF THE MEETING, or^(c) _____ of _____ as my/our proxy to vote and act for me/us at the meeting of holders of the Existing Warrants to be held at 30/F, China United Centre, 28 Marble Road, North Point, Hong Kong on 11 September 2015 at 4:00 p.m. and at any adjournment thereof (the "Meeting") for the purpose of considering, and if thought fit, passing the resolution set out in the notice dated 18 August 2015 convening the Meeting and at the Meeting (and at any adjournment thereof) to vote for me/us in my/our name(s) in respect of the resolution as indicated below.

	SPECIAL RESOLUTION	FOR ^(d)	AGAINST ^(d)
1.	<p>(a) the holders of the listed warrants (Stock Code: 1493) (the "Existing Warrants") issued by Mascotte Holdings Limited (the "Company") hereby waive any and all rights under the instrument governing the Existing Warrants dated 24 February 2015 (the "Existing Warrant Instrument") and the terms and conditions of the Existing Warrants, including but not limited to those rights (including the adjustment rights) under Clause 4 of the Existing Warrant Instrument and Condition 3 of the Conditions of the Existing Warrants as a result of or in connection with the Subscription (as defined below) (including but not limited to the Capital Reorganization (as defined below)) and any matter related to the Subscription (other than the Share Consolidation (as defined below)) and confirm that the Subscription Price (as defined in the Existing Warrant Instrument) of the Existing Warrants of HK\$0.1 will not be adjusted as a result of or in connection with the Subscription (including but not limited to the Capital Reorganization) and any matter related to the Subscription (other than the Share Consolidation);</p> <p>(b) the Capital Reorganization, the Share Consolidation, the Subscription Agreement (as defined below), the New Warrant Instrument (as defined below), and the respective transactions contemplated thereunder be and are hereby approved and sanctioned;</p> <p>(c) every abrogation, alteration, compromise or arrangement in respect of the rights of the holders of the Existing Warrants involved in or resulting from the matters contemplated in this resolution be and are hereby sanctioned;</p> <p>(d) any director of the Company be and is hereby authorised, to sign and execute all such documents, deeds (including but not limited to a supplemental deed poll) and instruments, and to do all such acts and things as the directors of the Company consider necessary or expedient to give effect to the transactions contemplated under this resolution or in connection thereto; and</p> <p>(e) for the purpose of this resolution: "Capital Reorganization" means (i) the proposed reduction of the existing issued share capital of the Company through the cancellation of the paid-up capital to the extent of HK\$0.009 on each existing issued share of the Company such that the par value of each existing issued share of the Company will be reduced from HK\$0.01 to HK\$0.001; and (ii) the proposed subdivision of each of the authorised but unissued share of the Company of HK\$0.01 each into ten (10) shares of the Company of HK\$0.001 each. "Share Consolidation" means the proposed consolidation of every two (2) issued and unissued shares of the Company of HK\$0.001 each into one (1) consolidated share of the Company of HK\$0.002 each and where applicable, the total number of such consolidated shares in the issued share capital of the Company immediately following the Share Consolidation will be rounded down to a whole number by cancelling any fraction in the issued share capital of the Company which may arise from the Share Consolidation. "Subscription" means the issuance of the Subscription Shares (as defined below) and the issuance of the New Warrants (as defined below) by the Company at completion of the Subscription, as contemplated in the Subscription Agreement. "Subscription Agreement" means the subscription agreement dated 15 June 2015 entered into by the Company, as issuer, Evergrande Real Estate Group Limited and Mount Yandang Investment Limited, as subscribers and HEC Capital Limited, Mr. Chung Yuk Lun, Dr. Kwong Kai Sing, Benny and Mr. Chow Chi Wah, Vincent as guarantors. "Subscription Shares" means such number of shares of the Company as shall represent 75.0% of the enlarged total issued share capital of the Company immediately after completion of the Subscription. "New Warrant(s)" means the warrant(s) to be issued by the Company on terms stipulated in the Subscription Agreement. "New Warrant Instrument" means the formal warrant instrument to be executed on completion of the Subscription pursuant to which the New Warrants are to be issued to Evergrande Real Estate Group Limited and Mount Yandang Investment Limited."</p>		

Dated this _____ day of _____ 2015 Signature(s)^(e): _____

Notes:

- Full name(s) and address(es) to be inserted in **BLOCK CAPITALS**.
- Please insert the amount of the Existing Warrants registered in your name(s). If no amount is inserted, this form of proxy will be deemed to relate to all the Existing Warrants in the Company registered in your name(s).
- If any proxy other than the Chairman is preferred, strike out "THE CHAIRMAN OF THE MEETING or" and insert the name and address of the proxy desired in the space provided. **ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALED BY THE PERSON WHO SIGNS IT.**
- IMPORTANT: IF YOU WISH TO VOTE FOR THE RESOLUTION, TICK THE APPROPRIATE BOX MARKED "FOR". IF YOU WISH TO VOTE AGAINST THE RESOLUTION, TICK THE APPROPRIATE BOX MARKED "AGAINST".** Failure to tick any box will entitle your proxy to cast his vote at his discretion. Your proxy will also be entitled to vote at his discretion on any resolution properly put to the Meeting other than those referred to in the notice convening the Meeting.
- This form of proxy must be signed by you or your attorney duly authorised in writing or, in the case of a corporation, must be either under its seal or under the hand of an officer or attorney duly authorised.
- In the case of joint holders of the Existing Warrants, any one of such joint holders may vote, either in person or by proxy, in respect of such Existing Warrants as if he/she/it was solely entitled thereto. If more than one of such joint holders are present at the meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of warrant holders of the Company in respect of the joint holding.
- To be valid, the form of proxy, together with the power of attorney (if any) or other authority (if any) under which it is signed or a notarially certified copy thereof, must be deposited to the Company's warrant registrar in Hong Kong, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong at least 48 hours before the time appointed for the holding of the Meeting or adjourned meeting as the case may be.
- The proxy need not be a holder of the Existing Warrants.

* For identification purpose only