

Form A
表格A

The whole of this document must be returned to be valid.
本文件必須整份交回，方為有效。

Provisional allotment letter No.
暫定配額通知書編號

IMPORTANT
重要提示

Reference is made to the prospectus (the "Prospectus") issued by China New Economy Fund Limited (the "Company") dated 29 August 2014 in relation to the Rights Issue. Terms defined in the Prospectus shall bear the same meanings when used herein unless the context otherwise requires.

茲提述中國新經濟投資有限公司(「本公司」)就供股所刊發日期為二零一四年八月二十九日之章程(「章程」)。除文義另有指外，於章程所界定之詞彙於本表格中具相同涵義。

IF YOU ARE IN DOUBT AS TO THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS DOCUMENT TO THE PURCHASER(S) OR TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER, REGISTERED INSTITUTIONS IN SECURITIES OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFEREE(S).

閣下如對本文件之內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、持牌證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下之本公司股份全部售出或轉讓，應立即將章程連同本文件送交買主或受讓人，或送交經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理人，以便轉交買主或受讓人。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON MONDAY, 15 SEPTEMBER 2014.

本文件具有價值及可轉讓，務請閣下立即處理。本文件所載之要約於二零一四年九月十五日(星期一)下午四時正截止。

Dealings in the Shares and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS and you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

買賣股份以及未繳股款及繳足股款供股股份可透過中央結算系統進行交易，有關交易安排之詳情及該等安排對閣下之權利及權益可能構成之影響，閣下應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

This provisional allotment letter in relation to the Rights Shares ("Provisional Allotment Letter") and any acceptance of and application made under it are governed by and shall be construed in accordance with the laws of Hong Kong.

本供股股份暫定配額通知書(「暫定配額通知書」)以及據此作出之任何接納及申請均受香港法律管轄，並按其詮釋。

A copy of this Provisional Allotment Letter, together with a copy of each of the Prospectus and the written consent in the paragraph headed "Expert and consent" 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. The Registrar of Companies in Hong Kong and the Securities and Futures Commission take no responsibility as to the contents of any of these documents.

本暫定配額通知書副本連同各份章程及章程附錄三「專家及同意書」一段所述之同意書，已遵照公司(清盤及雜項條文)條例第342C條之規定送交香港公司註冊處處長登記。香港公司註冊處處長及證券及期貨事務監察委員會對該等文件之內容概不負責。

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

香港交易及結算所有限公司、聯交所及香港結算對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本文件全部或任何部份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。

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 their 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 date(s) as determined by HKSCC.

於未繳股款及繳足股款供股股份獲聯交所批准上市及買賣並符合香港結算之股份收納規定後，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，自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日或香港結算指定之其他日期起，可在中央結算系統內寄存、結算及交易。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日於中央結算系統內交收。中央結算系統內之一切活動均須根據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

China New Economy Fund Limited
中國新經濟投資有限公司
(Incorporated in the Cayman Islands as an exempted company with limited liability)
(於開曼群島註冊成立的獲豁免有限公司)
(Stock Code: 80)
(股份代號: 80)

Hong Kong Branch Share Registrar:
Computershare Hong Kong Investor Services Limited
17M Floor, Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong
香港股份過戶登記處:
香港中央證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心17M樓

Registered office:
註冊辦事處:
P.O. Box 309, Ugland House
South Church Street, George Town
Grand Cayman KY1-1104
Cayman Islands

Principal place of business in Hong Kong:
香港主要營業地點:
3/F, Town Health Technology Centre
10-12 Yuen Shun Circuit
Siu Lek Yuen, Shatin
New Territories
Hong Kong
香港
新界
沙田小瀝源
源順圍10-12號
康健科技中心3樓

29 August 2014
二零一四年八月二十九日

RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES HELD ON THE RECORD DATE AT HK\$0.28 PER RIGHTS SHARE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON MONDAY, 15 SEPTEMBER 2014
按於記錄日期每持有兩股股份獲發一股供股股份之基準
按每股供股股份0.28港元進行供股
股款須不遲於二零一四年九月十五日(星期一)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s)
合資格股東姓名及地址

[Blank area for shareholder name and address]

BOX A
甲欄
Total number of Shares registered in your name(s) on Thursday, 28 August 2014
於二零一四年八月二十八日(星期四)登記於閣下名下之股份總數

BOX B
乙欄
Total number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 P.M. on Monday, 15 September 2014
暫定配發予閣下之供股股份總數，有關股款最遲須於二零一四年九月十五日(星期一)下午四時正接納時繳足

BOX C
丙欄
HK\$ 港元
Total subscription monies payable
應繳認購款項總額

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE HONG KONG BRANCH SHARE REGISTRAR, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED, AT 17M FLOOR, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE HONG KONG BRANCH SHARE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON MONDAY, 15 SEPTEMBER 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND MUST BE FORWARDED EITHER BY CHEQUE DRAWN ON AN ACCOUNT WITH OR CASHIER'S ORDER ISSUED BY, A LICENSEE BANK IN HONG KONG. ALL SUCH CHEQUES OR CASHIER'S ORDERS MUST BE PAYABLE TO "CHINA NEW ECONOMY FUND LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如全數接納供股股份之暫定配額，必須將本文件連同通知書以港元繳付上列附錄所示之全數款項，於二零一四年九月十五日(星期一)下午四時正接納送交香港股份登記分處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)。所有款項均須以港元繳付，並須以香港持牌銀行行戶開出之支票或香港持牌銀行發出之銀行本票支付，所有該等支票或銀行本票須註明抬頭人為「CHINA NEW ECONOMY FUND LIMITED - RIGHTS ISSUE ACCOUNT」以「匯入抬頭人帳戶」劃線方式開出，有關轉讓及分拆之指示載於背頁。有關股款不得轉發收據。

IF YOU ADVISE CHANGING MARKET CONDITIONS (INCLUDING WITHOUT LIMITATION, ANY CHANGE IN FISCAL OR MONETARY POLICY, OR FOREIGN EXCHANGE OR CURRENCY MARKETS, SUSPENSION OR MATERIAL RESTRICTION ON TRADING IN SECURITIES OR A COMBINATION OF THE ABOVE CIRCUMSTANCES) OCCURS WHICH IN THE ABSOLUTE OPINION OF THE UNDERWRITER IS INEXPEDIENT OR INADVISABLE TO PROCEED WITH THE RIGHTS ISSUE, OR

倘若或由於市場狀況改變或造成重大不利影響，或提供之成功機會或現行之法律或法規(或其有權之司法管轄)出現任何變動或出現任何性質之其他事宜，從而令包銷商全權認為可能對本公司之業務或財務或經營狀況或前途造成重大不利影響或對供股造成重大不利影響，或(ii)發生任何地方、國家或國際間事件或變動(無論是否屬於在包銷協議日期之前及/或之後所發生或持續發生之一種事件或變動之一部分)而導致政治、軍事、金融、經濟、貨幣(包括香港貨幣與美國貨幣關係制度之改變)或其他性質(無論是否與上述任何一項有關)，或屬地方、國家或國際之難對或武裝衝突爆發或升級性質，或可影響本地證券市場，或多種情況同時發生，從而令包銷商全權認為可能對本公司業務或財務造成重大不利影響，或(iii)本公司之情況出現任何變動，從而令包銷商全權認為對本公司之前途造成不利影響，包括但不限於上述之一般原因，則本公司請發或解或類創事件提交交請或繼續議或類創事件或本公司任何重大投資回報；或

(iv) 發生任何不可抗力事件，包括但不限於有關一般性原因，任何天災、戰爭、暴動、公眾秩序擾亂、群眾騷亂、火災、水災、爆炸、疫症、恐怖襲擊、或罷工等；或

(v) 本公司業務或財務或經營狀況或前途出現任何其他重大不利變動(無論是否與上述任何一項有關)；或

(vi) 任何有關國家或國際間發生或發生在程文件內之事件，則或包銷商全權認為對供股造成重大不利影響；或

(vii) 聯席證券或本公司證券於聯交所暫停買賣超過連續三十個營業日，不包括就核准本公告(如必要)或章程文件或有關係之其他公司公告而導向之任何暫停買賣；或

(viii) 發生以下事件：(a) 包銷商獲悉包銷協議所載任何聲明、保證或承諾嚴重違反；或(b) 包銷商獲悉發生包銷協議所述任何特定事件；

則包銷商有權於最後截止時間前向本公司發出書面通知以終止包銷協議。

除發出有關通知外，包銷商於包銷協議項下之一切責任將告終止及終結(惟任何事先讓及除外)；而包銷協議任何訂約方不得就該包銷協議所產生或與之有關之任何事宜或事項向任何其他方提出任何申索。倘若包銷商履行有關權利，則供股將不會進行。

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

在轉讓認購本文件所指之供股股份之權利時，每宗買賣均須繳付從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付從價印花稅。在登記轉讓認購本文件所指之任何供股股份之權利前，須出示已繳付從價印花稅之證明。

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/their/its rights to subscribe for the Rights Share(s) comprised herein)
(僅供有意轉讓本表格所列彼/彼等認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors
China New Economy Fund Limited

致：中國新經濟投資有限公司
列位董事 台照

Dear Sirs,
I/We* hereby transfer all 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*謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利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) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

* Delete as appropriate
* 刪去不適用者

Date: _____ 2014

日期：二零一四年_____月_____日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

Form C
表格丙

REGISTRATION APPLICATION FORM
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 Share(s) has/have been transferred)
(僅供已獲轉讓可認購供股股份權利之人士填寫及簽署)

To: The Directors
China New Economy Fund Limited

致：中國新經濟投資有限公司
列位董事 台照

Dear Sirs,
I/We* request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our* name(s) and I/we* agree to accept the same on the terms set out in this Provisional Allotment Letter and the accompanying Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人/吾等*謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人/吾等*名下，本人/吾等*同意按照本暫定配發通知書及隨附之供股章程所載之條款，並在貴公司之公司組織章程大綱及細則之規限下接納此等股份。

Existing Shareholder(s)
please mark "X" in this box
現有股東請在欄內填上「X」
號

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only.
請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。
For Chinese applicant, please provide your name in both English and Chinese.
中國籍申請人請同時填寫中、英文姓名。

Name of applicant in English 申請人英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名
Name(s) of joint applicants in English (if applicable) 聯名申請人姓名(如適用)			
Address in English 英文地址			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account no. 銀行賬戶號碼

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date: _____ 2014

日期：二零一四年_____月_____日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).
附註：轉讓認購供股股份之權利須繳付香港印花稅。

* Delete as appropriate
* 刪去不適用者

China New Economy Fund Limited 中國新經濟投資有限公司

(Incorporated in the Cayman Islands as an exempted company with limited liability)
(Stock Code: 80)

Dear Qualifying Shareholder(s),

Reference is made to the prospectus (the “**Prospectus**”) issued by China New Economy Fund Limited (the “**Company**”) dated 29 August 2014 in relation to the Rights Issue. Terms defined in the Prospectus have the same meanings in this Provisional Allotment Letter unless the context indicates otherwise. In accordance with the terms and subject to the conditions set out in the Prospectus accompanying this document despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one Rights Share for every two Shares registered in your name on the register of members of the Company on the Record Date (i.e. Thursday, 28 August 2014). Your holding of the 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.

Qualifying Shareholder will not be entitled to subscribe for any additional Rights Shares of their respective entitlements.

The Rights Shares, when allotted, issued and fully-paid, will rank pari passu in all respects with the then existing Shares in issue such that holders of such Rights Shares will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares.

The Prospectus Documents have not been registered or filed under the applicable securities laws or equivalent legislation of any jurisdiction other than Hong Kong.

It is the responsibility of anyone outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself as to the observance of the laws and regulations of the relevant jurisdictions, including the obtaining of any government or other consents and to pay any taxes and duties required to be paid in such jurisdictions, in connection therewith. Any acceptance of the offer of the Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been fully complied with. The Company reserves the right to refuse to accept any acceptances of or applications for the Rights Shares where it believes that doing so would violate applicable securities or other laws or regulations of any territory or jurisdiction.

Termination of the Underwriting Agreement

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by it to the Company at any time prior to 4:00 p.m. on Wednesday, 17 September 2014 if:

- (i) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Company or is materially adverse in the context of the Rights Issue; or (b) the occurrence of 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 hereof) of a political, military, financial, economic, 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 ejusdem generis 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 the occurrence of any combination of circumstances which may, in the absolute opinion of the Underwriter materially or adversely affect the business or the financial or trading position or prospects of the Company or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities or a combination of the above circumstances) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) there is any change in the circumstances of the Company which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of the Company or the destruction of any material asset of the Company; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any other material adverse change in relation to the business or the financial or trading position or prospects of the Company whether or not ejusdem generis with any of the foregoing; or
- (vi) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus Documents, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (vii) any suspension in the trading of securities generally or the Company’s securities on the Stock Exchange for a period of more than thirty consecutive business days, excluding any suspension in connection with the clearance of this announcement (if necessary) or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (viii) there is: (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or (b) any specified event described in the Underwriting Agreement comes to the knowledge of the Underwriter,

then Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

Upon the giving of such notice, all obligations of the Underwriter under the Underwriting Agreement shall cease and determine (save for any antecedent breaches thereof) and no party to the Underwriting Agreement shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

The Shares have been dealt in on an ex-rights basis from Friday, 22 August 2014. Dealings in the Rights Shares in nil-paid form will take place from Tuesday, 2 September 2014 to Wednesday, 10 September 2014 (both days inclusive). If the conditions of the Rights Issue are not fulfilled in accordance with the Underwriting Agreement on or before the time and date specified therein, or the Underwriting Agreement is terminated by the Underwriter, the Rights Issue will not proceed.

Any Shareholders or other persons contemplating dealing in the Shares or nil-paid Rights Shares will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed, and are recommended to consult their own professional advisers.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up all your provisional allotment and entitlements in full, you must lodge the whole of this original Provisional Allotment Letter intact with the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, 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 Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Monday, 15 September 2014. This will constitute acceptance of the provisional allotment and entitlements on the terms of this Provisional Allotment Letter and the Prospectus and subject to the memorandum and articles of association of the Company. All remittances must be made in Hong Kong dollars and must be forwarded either by cheques drawn on an account with, or cashier’s order issued by, a licensed bank in Hong Kong. All such cheques and cashier’s order must be made payable to “China New Economy Fund Limited – Rights Issue Account” and crossed “Account Payee Only”. No receipt will be given for such remittances. All enquiries in connection with this Provisional Allotment Letter should be addressed to the Hong Kong Branch Share Registrar at the above address.

It should be noted that unless this Provisional Allotment Letter, duly completed, together with the appropriate remittance as shown in Box C, has been received in the manner as described above by no later than 4:00 p.m. on Monday, 15 September 2014, whether by the original allottee or any person in whose favour the rights to subscribe for the Rights Share(s) have been validly transferred, your provisional allotment and all rights and entitlements hereunder 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 on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

TRANSFER

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you under the Provisional Allotment Letter, you must complete and sign the form of transfer and nomination (Form B), and hand this original Provisional Allotment Letter to the person(s) to or through whom you are transferring your rights under the Provisional Allotment Letter. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this Provisional Allotment Letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, so as to be received by the Hong Kong Branch Share Registrar by no later than 4:00 p.m. on Monday, 15 September 2014. All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “China New Economy Fund Limited – Rights Issue Account” and crossed “Account Payee Only”. It should be noted that 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.

SPLITTING

If you wish to accept only part of or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you, or to transfer your rights to more than one person, this original Provisional Allotment Letter must be surrendered and lodged for cancellation by not later than 4:00 p.m. on Thursday, 4 September 2014 to the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong which will cancel this original Provisional Allotment Letter and issue new Provisional Allotment Letter(s) in the denominations required, which will be available for collection at the same place after 9:00 a.m. on the second Business Day after you surrender the original Provisional Allotment Letter.

FRACTIONS OF RIGHTS SHARES

On the basis of provisional allotment of one Rights Share for every two Shares held by the Qualifying Shareholders at the close of business on the Record Date, no fractional entitlements to the Rights Shares will arise under the Rights Issue.

CHEQUES AND CASHIER’S ORDER

All cheques and cashier’s orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation is liable to being rejected. Completion and return of a Provisional Allotment Letter with a cheque and/or cashier’s order, whether by you or by any nominated transferee will constitute a warranty by the applicant that the cheque or cashier’s order will be honoured on first presentation. Without prejudice to other rights of the Company in respect thereof, the Company reserves the right to reject any Provisional Allotment Letter in respect of which the accompanying cheque or cashier’s order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights under the provisional allotment will be deemed to have been declined and will be cancelled. If the Rights Issue will not proceed, refund cheques in respect of any application monies received by the Company are expected to be despatched by ordinary post at your risk to your registered addresses, or other persons entitled thereto, on or before Wednesday, 24 September 2014.

SHARE CERTIFICATES

It is expected that the certificates for all fully-paid Rights Shares will be posted by ordinary mail by the Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited, to those Qualifying Shareholders who have paid for and accepted the Rights Shares at their risk to their registered addresses on or before Wednesday, 24 September 2014.

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

GENERAL

Lodgment of this Provisional Allotment Letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it 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 Provisional Allotment Letters and/or the certificates for Rights Shares.

This Provisional Allotment Letter and any acceptance of the offer contained therein 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 Hong Kong Branch Share Registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong during normal business hours.

By completing, signing and submitting the forms accompanying this Provisional Allotment Letter, you agree to disclose to the Company, the Hong Kong Branch Share 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 Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Hong Kong Branch Share 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 Hong Kong Branch Share 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 principal place of business at 3/F, Town Health Technology Centre, 10-12 Yuen Shun Circuit, Siu Lek Yuen, Shatin, New Territories, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary or (as the case may be) the Hong Kong Branch Share Registrar at its address set out above.

Yours faithfully,
By order of the Board of
China New Economy Fund Limited
Craig Blaser Lindsay
Chairman and Chief Executive Officer

China New Economy Fund Limited

中國新經濟投資有限公司*

(於開曼群島註冊成立的獲豁免有限公司)

(股份代號：80)

敬啟者：

茲提述中國新經濟投資有限公司(「本公司」)就供股所刊登日期為二零一四年八月二十九日之章程(「章程」)。除文義另有所指外，於供股章程所界定之詞彙於本暫定配額通知書中具相同涵義。根據本文件寄發予合資格股東之章程內所載之條款及條件，董事已按記錄日期(即二零一四年八月二十八日(星期四))在本公司股東名冊登記於 閣下名下每兩股股份獲發一股供股股份之基準，向 閣下暫定配發供股股份。 閣下於記錄日期所持有之股份數目列於甲欄，而暫定配發予 閣下之供股股份數目則列於乙欄。

合資格股東將不得認購彼等各自配額下之任何額外供股股份。

供股股份於配發、發行及繳足股款後將在各方面與當時已發行股份享有同等權益，即該等供股股份之持有人將有權收取於供股股份配發及發行日期當日或以後所宣派、作出或支付之所有日後股息及分派。

章程文件並未根據香港以外任何司法權區之適用證券法例或等同法例登記或存檔。

香港境外之任何人士如欲申請認購供股股份，有責任自行遵守有關司法權區之法律及法規，包括取得任何政府批准或其他同意，以及就此繳納該司法權區規定須支付之任何稅項及課稅。任何人士一旦接納供股股份之要約，將被視為彼向本公司聲明及保證已全面遵守該等當地法律及規定。倘本公司認為接納或申請供股股份可能違反任何地區或司法權區之適用證券或其他法律或法規，則本公司保留權利拒絕受理接納或申請供股股份。

終止包銷協議

包銷商有權在發生以下事件時，可於二零一四年九月十七日(星期三)下午四時正前向本公司發出書面通知，隨時終止包銷協議所載安排：

- 包銷商全權認為供股之成功將會因以下事件而受到重大不利影響：(a) 頒佈任何新法例或法規或現時之法例或法規(或其有關之司法詮釋)出現任何變動或出現任何性質之其他事宜，從而令包銷商全權認為可能對本公司之業務或財務或經營狀況或前景造成重大或不利影響或對供股造成重大不利影響；或(b) 發生任何地方、國家或國際間事件或變動(無論是否屬於在包銷協議日期之前及/或之後所發生或持續發生之一連串事件或變動之一部分)而屬政治、軍事、金融、經濟、貨幣(包括香港貨幣與美國貨幣價值掛鈎制度之改變)或其他性質(無論是否與上述任何一項同類)，或屬地方、國家或國際之敵對或武裝衝突爆發或升級性質，或可影響本地證券市場，或多種情況同時發生，從而令包銷商全權認為可能對本公司業務或財務或經營狀況或前景造成重大或不利影響，或對供股之成功造成重大不利影響或令進行供股屬不宜或不智；或
- 市況發生任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場出現任何變動，證券之買賣被暫停或受到嚴重限制或上述情況同時發生)，從而令包銷商全權認為可能對供股之成功造成重大或不利影響或令進行供股屬不宜或不智；或
- 本公司之情況出現任何變動，從而令包銷商全權認為將對本公司之前景造成不利影響，包括但不限於上述之一般性原則，就本公司清盤或解散或類似事件提交呈請或通過決議案或類似事件或本公司任何重大資產損毀；或
- 發生任何不可抗力事件，包括但不限於有關一般性原則，任何天災、戰爭、暴動、公眾秩序擾亂、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工；或
- 本公司業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項同類)；或
- 任何事項倘於緊接章程日期前發生或發現而並無在章程文件披露，則構成包銷商全權認為對供股而言屬重大遺漏者；或
- 整體證券或本公司證券於聯交所暫停買賣超過連續三十個營業日，不包括就核准本公告(如必要)或章程文件或有關供股之其他公告或函函而引致之任何暫停買賣；或
- (viii) 發生以下事件：(a) 包銷商獲悉包銷協議所載任何聲明、保證或承諾遭嚴重違反；或(b) 包銷商獲悉發生包銷協議所述任何特定事件，

則包銷商有權於最後終止時間前向本公司發出書面通知以終止包銷協議。

於發出有關通知後，包銷商於包銷協議項下之一切責任將告終止及終結(惟任何事先違反除外)，而包銷協議任何訂約方不得就包銷協議所產生或與之有關之任何事宜或事情向任何其他方提出任何申索。倘若包銷商行使有關權利，則供股將不會進行。

股東及潛在投資者於買賣股份時務須審慎行事。

股份已由二零一四年八月二十二日(星期五)起按除權基準買賣，未繳股款供股股份則於二零一四年九月二日(星期二)至二零一四年九月十日(星期三)(首尾兩天包括在內)止期間買賣。倘於根據包銷協議規定之其具體日期及時間或之前，供股之條件未能達成，或包銷商終止包銷協議，供股將不會進行。

有意買賣股份或未繳股款供股股份之股東或其他人士須因而承擔供股未能成為無條件或未能落實進行的風險，故建議彼等諮詢自身之專業顧問。

接納及付款手續

閣下如欲接納全部暫定配額及享有權，須將本原有暫定配額通知書整份連同丙欄所示接納時應繳之全部款項，於二零一四年九月十五日(星期一)下午四時正前送交香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17M樓。辦妥上述手續即表示已按本暫定配額通知書與供股章程之條款，並在本公司之公司組織章程大綱及細則之規限下接納暫定配額及享有權。所有股款須以港元支付，並在香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付。所有該等支票及銀行本票須註明抬頭人為「CHINA NEW ECONOMY FUND LIMITED – RIGHTS ISSUE ACCOUNT」，並以「只准入抬頭人賬戶」方式劃線開出。繳款將不會獲發收據。所有關於本暫定配額通知書之查詢應寄予本公司之香港股份過戶登記分處(地址見上文)。

敬請注意，除非本正式填妥之暫定配額通知書連同丙欄所示之適當股款已如上文所述方式於二零一四年九月十五日(星期一)下午四時正前由原本獲配發人或任何獲有效承諾供股股份認購權之人士送達，否則 閣下之暫定配額及一切有關權利及享有權將視作已被放棄並予以取消。本公司可全權酌情決定暫定配額通知書之有效性，並對自行或由代表遞交表格之人士具約束力(即使該等人士並未依照有關指示填妥表格)。

轉讓

閣下如欲將下述認購根據暫定配額通知書暫定配發予 閣下之供股股份之權利全部轉讓他人，則必須填妥及簽署轉讓及提名表格(表格乙)，並將本原有暫定配額通知書交予 閣下認購權之受讓人或轉讓經手人。受讓人須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書整份連同丙欄所示須於接納時繳足之款項於二零一四年九月十五日(星期一)下午四時正前送達香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17M樓。所有股款須以港元支付，並在香港持牌銀行戶口開出之支票或香港持牌銀行發出之銀行本票支付，註明抬頭人為「CHINA NEW ECONOMY FUND LIMITED – RIGHTS ISSUE ACCOUNT」並以「只准入抬頭人賬戶」方式劃線開出。敬請留意，就有關供股股份之權利轉讓予受讓人及受讓人接納有關權利時須支付印花稅。

分拆認購權

倘 閣下僅有意接納或轉讓 閣下認購權暫定配發之供股股份之部份權利或轉讓 閣下之權利予一名以上之人士，則本原有之暫定配額通知書必須於二零一四年九月四日(星期四)下午四時正前，交回香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17M樓，以便註銷本原有之暫定配額通知書及按所要求之面額發出新暫定配額通知書，該等新暫定配額通知書可於 閣下交回原有之暫定配額通知書後第二個營業日上午九時正後於同一地點領取。

零碎供股股份

按於記錄日期營業時間結束時合資格股東每持有2股股份獲發1股供股股份的暫定配額基準計算，供股將不會產生零碎供股股份。

支票及銀行本票

全部支票及銀行本票於接獲後將立即過戶，而有關款項所產生之所有利息將撥歸本公司所有。支票或銀行本票於首次過戶時未能兌現，則任何有關之暫定配額通知書可遭拒絕受理。填妥及交回暫定配額通知書連同支票及/或銀行本票(不論由 閣下或任何獲提名受讓人交回)，即表示申請人保證該支票或銀行本票於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時未能兌現，則本公司保留拒絕受理任何該等暫定配額通知書之權利，但不影響本公司之其他有關權利。在此情況下，暫定配額通知書所涉及的有關暫定配額及一切權利及享有權將視作已被放棄並予以取消。倘供股不會進行，本公司已收款項之任何申請(如有)之退款支票預期於二零一四年九月二十四日(星期三)或之前以普通郵遞方式按 閣下登記地址寄發予 閣下或其他有權收取款項之人士，郵誤風險由 閣下或上述人士承擔。

股票

預期所有繳足股款供股股份之股票將於二零一四年九月二十四日(星期三)或之前由香港股份過戶登記分處香港中央證券登記有限公司以普通郵遞方式寄予已支付並接納供股股份之合資格股東之登記地址，郵誤風險概由彼等承擔。

閣下將就所獲發行之全部供股股份獲發一張股票。

一般事項

將本暫定配額通知書連同(如有關)受讓人簽署之轉讓及提名表格一併交回，即已最終證明交回上述文件之人士有權處理本暫定配額通知書及轉讓及提名表格，並有權收取分拆認購權後之暫定配額通知書及/或供股股份股票。

本暫定配額通知書及任何接納本通知書所載之要約均受香港法例監管，並按其詮釋。

載有供股詳情之供股章程可於正常辦公時間向香港股份過戶登記分處香港中央證券登記有限公司索取，地址為香港灣仔皇后大道東183號合和中心17M樓。

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示 閣下同意向本公司、香港股份過戶登記分處及/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之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，可確定本公司或香港股份過戶登記分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之資料。根據《個人資料(私隱)條例》，本公司及香港股份過戶登記分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有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之香港主要營業地點(香港新界沙田小瀝源順圍10-12號康健科技中心3樓)或根據適用法律不時通知之地點並以公司秘書或(視情況而定)香港股份過戶登記分處(於其上述地址)為收件人。

此致
列位合資格股東 台照

承董事會命
中國新經濟投資有限公司
主席兼行政總裁
Craig Blaser Lindsay
謹啟