

IMPORTANT

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM OF APPLICATION FOR EXCESS RIGHTS SHARES ("EXCESS APPLICATION FORM") OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, OR OTHER REGISTERED INSTITUTIONS IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

Hong Kong Exchanges and Clearing Limited, 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 Excess Application Form.

Terms defined in the prospectus of China Trends Holdings Limited dated 15 June 2010 shall have the same meanings when used herein, unless the context requires otherwise. A copy of this Excess Application Form, together with copies of the Prospectus and the Provisional Allotment Letter, having attached thereto the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies" in Appendix III to the Prospectus, has been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Laws of Hong Kong. The Registrar of Companies in Hong Kong takes no responsibility as to the contents of any of these documents.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both the nil-paid form and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both the nil-paid form and fully-paid form 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 both the nil-paid form and fully-paid form 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.

Dealings in the Rights Shares in nil-paid form will take place from Friday, 18 June 2010 to Friday, 25 June 2010 (both dates inclusive). Such dealings will take place during a period when all the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholder or other person dealing in the Shares during the period from now on and up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (which is expected to be on Tuesday, 6 July 2010), and any dealings in the Rights Shares in nil-paid form from Friday, 18 June 2010 to Friday, 25 June 2010 (both dates inclusive), should bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating dealings in the Shares or Rights Shares in the nil-paid form who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

It should be noted that pursuant to the Underwriting Agreement, if prior to 4:00 p.m. on Tuesday, 6 July 2010, in the reasonable opinion of VC Brokerage (on behalf of the Underwriters):

- (i) the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new 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 opinion of VC Brokerage (on behalf of the Underwriters) materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; 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 of the Underwriting Agreement, of a political, military, financial, economic, industrial, fiscal, currency or market condition or equity securities or stock or other financial market conditions or any monetary or trading settlement system or conditions of 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, which may, in the opinion of VC Brokerage (on behalf of the Underwriters) materially and adversely affect the financial or trading position or prospects of the Group as a whole; or
 - (c) any material adverse change in the business or in the financial or trading position or prospects of the Group as a whole; or
 - (d) any change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong, China or any other jurisdiction that are relevant to the Group's principal business; or
 - (e) any material litigation or claim or proceedings (including but not limited to petition for winding up or liquidation) being instigated or threatened against the Company or any of the members of the Group; or
- (ii) any change in, or any event or series of events likely to result in any change in fiscal or monetary policy or foreign exchange or currency markets suspension or restriction of trading in securities, and a change in currency conditions (including without limitation a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) in Hong Kong or any other member of the European Union, or any jurisdiction that are relevant to the Group's principal business occurs which in the opinion of VC Brokerage (on behalf of the Underwriters) makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iii) any event of force majeure affecting China, Hong Kong or any jurisdiction that are relevant to the Group's principal business including without limiting the generality thereof, any act of God, war, outbreak or escalation of hostilities (whether or not war is declared) or act of terrorism, or declaration of a notational or international emergency or war, riot, public disorder, civil commotion, economic sanctions, fire, flood, explosion, epidemic (including SARS or H5N1 or such related mutated forms), outbreak of an infectious disease, calamity, crisis, strike or lock-out (whether or not covered by insurance); or
- (iv) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary under/or the Hong Kong Monetary Authority or otherwise); or
- (v) there shall have occurred, developed, existed or come into effect any material breach by the Company of any provisions of the Underwriting Agreement; or
- (vi) there shall have occurred, developed, existed or come into effect any event, act or omission which gives or is likely to give rise to any material liability of the Company pursuant to the indemnities referred to in the Underwriting Agreement; or
- (vii) the Circular or the Prospectus Documents when published contain information (either as to business prospects or the condition of the Company or as to its compliance with any laws or the GEM Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which may in the reasonable opinion of VC Brokerage (on behalf of the Underwriters) is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a prudent investor not to accept the Rights Shares provisionally allotted to it; or
- (viii) any suspension in trading of the Shares on the Stock Exchange for more than five consecutive business days.

VC Brokerage (on behalf of the Underwriters) shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

VC Brokerage (on behalf of the Underwriters) shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (i) any material breach of any of the warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriters; or
- (ii) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of the Underwriters.

Any such notice shall be served by VC Brokerage (on behalf of the Underwriters) prior to the Latest Time for Termination.

If the Underwriting Agreement is terminated or does not become unconditional, the Rights Issue will not proceed. Full details of the terms of the termination of the Underwriting Agreement provisions are set out in the Prospectus.



CHINA TRENDS HOLDINGS LIMITED
中國趨勢控股有限公司
(Incorporated in the Cayman Islands with limited liability)
 (Stock Code: 8171)

Hong Kong branch share registrar:
 Union Registrars Limited
 18/F, Fook Lee Commercial Centre
 Town Place
 33 Lockhart Road
 Wanchai
 Hong Kong

Head office and principal place of business:
 26/F, No. 9 Des Voeux Road West
 Sheung Wan
 Hong Kong

Registered office:
 Cricket Square
 Hutchins Drive
 P.O. Box 2681
 Grand Cayman KY1-1111
 Cayman Islands

RIGHTS ISSUE
IN THE PROPORTION OF FOUR RIGHTS SHARES
FOR EVERY SHARE HELD ON THE RECORD DATE
AT HK\$0.04 PER RIGHTS SHARE
BY QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 30 JUNE 2010
EXCESS APPLICATION FORM

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

[Empty box for Name(s) and address of the Qualifying Shareholder(s)]

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

To the Directors,
China Trends 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 HK\$0.04 per excess Rights Share. In respect of which I/we enclose a separate remittance by cheque or cashier's order in favour of "China Trends 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 on my/our share certificates 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 and articles of association 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: _____ 2010

This Excess Application Form should be completed and lodged, together with payment by cheque or cashier's order in respect of HK\$0.04 per excess Rights Share being applied for, with the Company's branch share registrar in Hong Kong, Union Registrars Limited at 18/F, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Wednesday, 30 June 2010. 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 "China Trends Holdings Limited – Excess Application Account" and crossed "Account Payee Only".

Completion and return of this Excess Application Form together with a cheque or a cashier's order 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 the cashier's order 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 order is not honoured on first presentation, this Excess Application Form is liable to be rejected. You will be notified of any allotment of the 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 on or before Thursday, 8 July 2010 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, on or before Thursday, 8 July 2010, 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. No person receiving this Excess Application Form in any territory outside Hong Kong may treat it as an offer or invitation to apply for the 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 the Rights Shares to satisfy himself/herself/itself 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 the 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 the Rights Shares where it believes that such acceptance would violate the applicable securities or other laws or regulations of any territory outside Hong Kong.

A SEPARATE CHEQUE OR CASHIER'S ORDER 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\$