

# CHINA NEW TOWN DEVELOPMENT COMPANY LIMITED 中國新城鎮發展有限公司

 $(Incorporated\ as\ a\ business\ company\ limited\ by\ shares\ under\ the\ laws\ of\ the\ British\ Virgin\ Islands)$ 

(Stock Code: 1278)

## EXTRAORDINARY GENERAL MEETING — FORM OF PROXY

Address   Name   Address   Proportion of Shareholdings   No. of Share   %	I/We									(Name) of
Name Address Proportion of Shareholdings No. of Shares   No. of Shareholdings   No. of Shares   No. of Shareholdings   No. of Shareholdi										(Address)
Name Address No. of Shares No. of Shares No. of Shareholdings No. of Sh	being a	shareho	older/shareholders of Chi	na New Town Dev	elopment Company Limite	ed (the "Compa	ny") hereby			Charabaldiana
Name Address Proportion of Shareholdings No. of Shares No. of Shareholdings No. of Sharehold	Name			Address						
Name   Address   Proportion of Shareholdings   No. of Shares   %								110. 01 51	iures	70
or failing him/her, the chairman of the extraordinary general meeting of the Company (the "Meeting") as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the Meeting to be held at Unit 6, No. 18, Oinian Street, Dongcheng District, Beijing, the People's Republic of China on September 2022 at 23 pp. ma. and its adjournment. 1/We direct my/our proxy/proxies to vote for or against the residuous to be proposed at the Meeting is indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/her/their discretion, as he/shy/they will on any matter arising at the Meeting.  Please indicate your vote "For" or "Against" with a cross X within the box provided.)  No. Resolutions  1 (a) To approve, confirm and ratify the agreement dated 30 June 2022 (the "Agreement") entered into among Sheryang Wanrum New Town Investment Management Company Limited* (a) To approve, confirm and ratify the agreement and Management Company Limited* (a) To approve, wholly-owned subsidiary of the Company, China New Town Development (Shenyang) Kappa (Aga) (a) To approve, subsidiary of the Company (a) and Beijing Xincheng Kaiyuan Asset Management Company Limited* (c) (c) Kappa (Aga) (a) (b) the "Vendor"), an indirect wholly-owned subsidiary of the Company (a) supplemented by the confirmation letter in relation thereto dated 12 August 2022 (the "Confirmation Letter")), pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Sale Equity, the terms and conditions thereof and the transactions contemplated thereunder;  (b) To approve, confirm and ratify the listing of the Sale Equity by the Vendor to accomplete the Purchaser under the Agreement (as supplemented by the Confirmation Letter) in accordance with the rules of the Shenyang Assets Exchange; at a minimum price not lower than the Purchaser price;  (c) To approve, confirm and ratify the listing of the Sale Equity by the Vendor to acut third party Sal	and/or (	delete a	s appropriate)							
or failing him/her, the chairman of the extraordinary general meeting of the Company (the "Meeting") as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the Meeting to be held at Unit 6, No. 18, Qinian Street, Dongcheng District, Beijing, the People's Republic of Chian on 5 systembers 2022 at 2:30 pm. and at its adjournment. //We direct my/our proxy/proxies to vote for or against the resolutions to be proposed at the Meeting is indicated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/her/their discretion, as he/she/they will on any matter arising at the Meeting.  No. Resolutions  No. Resolutions  To approve, confirm and ratify the agreement dated 30 June 2022 (the "Agreement") entered into among Shenyang Wanrun New Town Investment Management Company Limited* (港陽青瀬県東京曾野神県東京) (the "Yendor"), an indirect wholly-owned subsidiary of the Company, Company Limited* (中国新藤瀬東東京僧神県東京) (the "Yendor"), an indirect wholly-owned subsidiary of the Company, the Company and Beijing Xincheng Kaiyuan Asset Management Company Limited* (北京新康州京産會野科麻公司), in indirect wholly-owned subsidiary of the Company as supplemented by the confirmation letter in relation thereto dated 12 August 2022 (the "Confirmation Letter")), pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Sale Equity, the terms and conditions thereof and the transactions contemplated the remader.  (b) To approve, confirm and ratify the listing of the Sale Equity (inclusive of the Accrued Payables) on the Shenyang Assets Exchange and Equity Exchange* (常陽壽香藤東多所) ("Shenyang Assets Exchange") at a minimum price not lower than the Purchase Price;  (c) To approve, confirm and ratify the sale of the Sale Equity by the Vendor to such third party (the "Third Party Sale") at a consideration no less than the Purchaser price offered by the Payables) on the Shenyang Assets Exchange, in the event that the Sale equity is success			Nama	Address				Propo	Proportion of Shareholdings	
me(us on my/our behalf at the Meeting to be held at Unit 6, No. 18, Qinian Stréet, Dongcheng District, Beijing, the Poople's Republic of China on 5 September 2022 at 2:3 Dp. man dat its adjournment. I/We direct my/our proxy/proxies to vote for or against the resolutions to be proposed at the Meeting sindcated hereunder. If no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at his/her/their discretion, as he/she/they will on any matter arising at the Meeting.  Please indicate your vote "For" or "Against" with a cross X within the box provided.)  No. Resolutions  I (a) To approve, confirm and ratify the agreement dated 30 June 2022 (the "Agreement") entered into among Shenyang Warrun New Town Investment Management Company Limited' (常屬高陽線投資管理有限公司) (the "Puerhaser"), China New Town Development (Shenyang) Company Limited' (中Puerhaser), China New Town Development (Shenyang) Company Limited' (在京船城南河及南省政党和), an indirect wholly-owned subsidiary of the Company, the Company and Beijing Xincheng Kaiyuan Asset Management Company Limited' (在京船城南河及南省政党全营理有限公司), an indirect wholly-owned subsidiary of the Company (as supplemented by the confirmation letter in relation thereto dated 12 August 2022 (the "Confirmation Letter")), pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Sale Equity, the terms and conditions thereof and the transactions contemplated thereunder;  (b) To approve, confirm and ratify the listing of the Sale Equity (inclusive of the Accrued Payables) on the Shenyang Assets Exchange and Equity Exchange* (潘陽南台定雅父岛府) ("Shenyang Assets Exchange") at a minimum price not lower than the Purchase Price offered by the Purchaser under the Agreement (as supplemented by the Confirmation Letter) in accordance with the rules of the Shenyang Assets Exchange, in the event that the Purchase price offered by the Purchaser under the Agreement (as supplemented by the Confirmation Letter) and all transactions contem	rvame			Auuress			No. of Sl	hares	%	
(a) To approve, confirm and ratify the agreement dated 30 June 2022 (the "Agreement") entered into among Shenyang Wanrun New Town Investment Management Company Limited* (簡勝 萬額新城投資管理有限之前) (the "Verdor"), an indirect wholly-owned subsidiary of the Company, the Company and Beijing Xincheng Kaiyuan Asset Management Company Limited* (北京新城開元資產管理有限公司), an indirect wholly-owned subsidiary of the Company (the "Ownpany and Beijing Xincheng Kaiyuan Asset Management Company Limited* (北京新城開元資產管理有限公司), an indirect wholly-owned subsidiary of the Company (as supplemented by the confirmation letter in relation thereto dated 12 August 2022 (the "Confirmation Letter"), pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Sale Equity, the terms and conditions thereof and the transactions contemplated thereunder;  (b) To approve, confirm and ratify the listing of the Sale Equity (inclusive of the Acerued Payables) on the Shenyang Assets Exchange and Equity Exchange* (海陽鳴合產權交易所) ("Shenyang Assets Exchange") at a minimum price not lower than the Purchase Price;  (c) To approve, confirm and ratify the sale of the Sale Equity by the Vendor to such third party (the "Third Party Sale") at a consideration no less than the Purchase Price offered by the Purchaser under the Agreement (as supplemented by the Confirmation Letter) in accordance with the rules of the Shenyang Assets Exchange, in the event that the Sale equity is successfully bid by a third party other than the Purchaser or its nominee on the Shenyang Assets Exchange; and  (d) any one of the executive directors of the Company ("Executive Director(s)") be and is hereby authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company and to do such other things and to take all such actions as he considers necessary, appropriate, desirable and expedient for the purposes of giving effect to or in connection with the Agreement (as supplemented by the Conf	me/us or Septemb as indica he/she/tl	n my/or per 2022 ated her hey will	ur behalf at the Meeting at 2:30 p.m. and at its ac reunder. If no specific di on any matter arising at	to be held at Unit djournment. I/We d irection as to voting t the Meeting.	6, No. 18, Qinian Street, irect my/our proxy/proxie g is given, the proxy/prox	Dongcheng D s to vote for or xies will vote of	istrict, Beijin against the r	g, the Peop esolutions to	le's Rep	ublic of China on 5 bosed at the Meeting
into among Shenyang Wanrun New Town Investment Management Company Limited* (清陽 萬潮妹被貨管理有限公司) (the "Purchaser"), China New Town Development (Shenyang) Company Limited* (中國新城鎮發展(清陽)有限公司) (the "Vendor"), an indirect wholly-owned subsidiary of the Company, the Company and Beijing Xincheng Kaiyuan Asset Management Company Limited* (北京城域周元資産管理有限公司), an indirect wholly-owned subsidiary of the Company (as supplemented by the confirmation letter in relation thereto dated 12 August 2022 (the "Confirmation Lettre"), pursuant to which the Vendor has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase, the Sale Equity, the terms and conditions thereof and the transactions contemplated thereunder;  (b) To approve, confirm and ratify the listing of the Sale Equity (inclusive of the Accrued Payables) on the Shenyang Assets Exchange and Equity Exchange* (清陽聯合產權交易所) ("Shenyang Assets Exchange") at a minimum price not lower than the Purchase Price;  (c) To approve, confirm and ratify the sale of the Sale Equity by the Vendor to such third party (the "Third Party Sale") at a consideration no less than the Purchase Price offered by the Purchaser under the Agreement (as supplemented by the Confirmation Letter) in accordance with the rules of the Shenyang Assets Exchange, in the event that the Sale equity is successfully bid by a third party other than the Purchaser or its nominee on the Shenyang Assets Exchange; and  (d) any one of the executive directors of the Company ("Executive Director(s)") be and is hereby authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company and to do such other things and to take all such actions as he considers necessary, appropriate, desirable and expedient for the purposes of giving effect to or in connection with the Agreement (as supplemented by the Confirmation Letter) as and the purchaser of such documents or any terms thereof, which are not fundamentally different from those as provided in the Agr	No.	Resolu	utions					For		Against
authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company and to do such other things and to take all such actions as he considers necessary, appropriate, desirable and expedient for the purposes of giving effect to or in connection with the Agreement (as supplemented by the Confirmation Letter) and all transactions contemplated thereunder (including but not limited to the Third Party Sale), and to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents or any terms thereof, which are not fundamentally different from those as provided in the Agreement (as supplemented by the Confirmation Letter) as are, in the opinion of such Executive Director(s), in the interest of the Company and its shareholders as a whole.  * For identification purpose only  Dated this day of 2022	1	(b)	into among Shenyang 萬潤新城投資管理有限 Company Limited* wholly-owned subsidia Asset Management wholly-owned subsidia relation thereto dated Vendor has condition purchase, the Sale Equ thereunder; To approve, confirm Payables) on the Sher ("Shenyang Assets Exc To approve, confirm a (the "Third Party Sale Purchaser under the A with the rules of the Sh bid by a third party oth	Wanrun New Towr 公司) (the "Purcha" (中國新城鎮發展( ary of the Compa Company Limited ary of the Compa 12 August 2022 (tally ally agreed to sel ity, the terms and c and ratify the list nyang Assets Exch change") at a minin nd ratify the sale o ") at a considerat greement (as suppl enyang Assets Exch	n Investment Management Investment Management Investment Management Investment Investme	Company Lim Development of Wendor"), are bijing Xinchen 建有限公司), a he confirmation)), pursuant to conditionally transactions continuities of the Purchase P fendor to such hase Price offection Letter) in a Sale equity is s	ited* (瀋陽 (Shenyang) in indirect in indirect in letter in which the agreed to intemplated are Accrued E權交易所) rice; third party ered by the accordance uccessfully			
	* For idd	authorised to do all such acts and things, to sign and execute such documents or agreements or deeds on behalf of the Company and to do such other things and to take all such actions as he considers necessary, appropriate, desirable and expedient for the purposes of giving effect to or in connection with the Agreement (as supplemented by the Confirmation Letter) and all transactions contemplated thereunder (including but not limited to the Third Party Sale), and to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents or any terms thereof, which are not fundamentally different from those as provided in the Agreement (as supplemented by the Confirmation Letter) as are, in the opinion of such Executive Director(s), in the interest of the Company and its shareholders as a whole.								
In Register of Members	Dated this	s da			2022	To	Total No. of Shares		No. of Shares	
						In	Register of M	embers		

### IMPORTANT: PLEASE READ NOTES BELOW

#### NOTES:

- 1. A shareholder of the Company (the "Shareholder" or the "Member") entitled to attend and vote at the Meeting shall be entitled to appoint one or more proxies to attend and vote in his/her/its stead.
- Where a Shareholder appoints more than one proxy, he/she/it shall specify the proportion of his/her/its shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no such proportion is specified, the proxy whose name appears first shall be deemed to represent 100 per cent of the shareholding of the Shareholder and the proxy whose name appears second shall be deemed to be appointed in the alternate.
- A proxy need not be a Shareholder.
- 4. A Shareholder should insert in this form of proxy the total number of Shares registered in his/her/its name in the register of Members.
- 5. This form of proxy, duly completed and signed, must be deposited at the office of the Company's Hong Kong branch share registrar, Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, not later than 48 hours before the time appointed for holding the Meeting.
  - In view of the ongoing Novel Coronavirus (COVID-19) epidemic, the Company strongly recommends Shareholders to exercise their voting rights by appointing the chairman of the Meeting as their proxy to vote on the relevant resolutions at the Meeting as an alternative to attending the Meeting in person.

    This form of proxy must be signed under the hand of the appointor(s) or of his/her/its attorney duly authorised in writing. If the Shareholder is a corporation, this form of
- 5. This form of proxy must be signed under the hand of the appointor(s) or of his/her/its attorney duly authorised in writing. If the Shareholder is a corporation, this form of proxy must be executed either under its common seal or under the hand of an officer, attorney or other person authorised to sign the same.
- 7. Where this form of proxy is signed on behalf of the appointor(s) by an attorney, the letter or power of attorney or a duly certified copy thereof must be lodged with this form of proxy, failing which this form of proxy may be treated as invalid.
- 8. Completion and return of this form of proxy by a Shareholder shall not preclude the Shareholder from subsequently attending in person and voting at the Meeting or its adjournment should the Shareholder so wish. If the Shareholder attends and votes at the Meeting, the form of proxy of such Shareholder shall be deemed to be revoked.
- 9. For the full text of the proposed resolutions, please refer to the notice convening the Meeting as contained in the Company's circular dated 18 August 2022.

#### Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Meeting and/or its adjournment, a Shareholder (i) consents to the collection, use and disclosure of the Shareholder's personal data by the Company (or its agents or service providers) for the purpose of the processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the Meeting (including its adjournment) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Meeting (including its adjournment), and in order for the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where the Shareholder discloses the personal data of the Shareholder's proxy(ies) and/or representative(s) to the Company (or its agents or service providers), the Shareholder has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the Shareholder will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Shareholder's breach of warranty.

#### General

The Company shall be entitled to reject a form of proxy which is incomplete or improperly completed or illegible or where the true intentions of the appointor(s) are not ascertainable from the instructions of the appointor(s) specified in the form of proxy. It is the appointor(s)' responsibility to ensure that this form of proxy is properly completed in all respects. Any decision of the Company to reject a form of proxy on the ground that it is incomplete, improperly completed or illegible will be final and binding and neither the Company nor Tricor Investor Services Limited accepts any responsibility for the consequences of such a decision.