



# 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

I/We \_\_\_\_\_ (Name) of

\_\_\_\_\_ (Address)

being a shareholder/shareholders of China New Town Development Company Limited (the “Company”) hereby appoint:

Name	Address	Proportion of Shareholdings	
		No. of Shares	%

and/or (delete as appropriate)

Name	Address	Proportion of Shareholdings	
		No. of Shares	%

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 China on 5 September 2022 at 2:30 p.m. and at its adjournment. I/We direct my/our proxy/proxies to vote for or against the resolutions to be proposed at the Meeting as 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.

(Please indicate your vote “For” or “Against” with a cross X within the box provided.)

No.	Resolutions	For	Against
1	<p>(a) To approve, confirm and ratify the agreement dated 30 June 2022 (the “<b>Agreement</b>”) entered into among Shenyang Wanrun New Town Investment Management Company Limited* (瀋陽萬潤新城投資管理有限公司) (the “<b>Purchaser</b>”), China New Town Development (Shenyang) Company Limited* (中國新城鎮發展(瀋陽)有限公司) (the “<b>Vendor</b>”), an indirect wholly-owned subsidiary of the Company, the Company and Beijing Xincheng Kaiyuan Asset Management Company Limited* (北京新成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 “<b>Confirmation Letter</b>”), 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;</p> <p>(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* (瀋陽聯合產權交易所) (“<b>Shenyang Assets Exchange</b>”) at a minimum price not lower than the Purchase Price;</p> <p>(c) To approve, confirm and ratify the sale of the Sale Equity by the Vendor to such third party (the “<b>Third Party Sale</b>”) 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</p> <p>(d) any one of the executive directors of the Company (“<b>Executive Director(s)</b>”) 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) 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.</p>		

\* For identification purpose only

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Total No. of Shares	No. of Shares
In Register of Members	

\_\_\_\_\_  
Signature(s) of Shareholder(s)  
or Common Seal of Corporate Shareholder

**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.
2. 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.
3. 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.**
6. 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.