



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, China on Friday, 22 March 2024 at 10:30 a.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 |
|-----------------------------|---|-----|---------|
| ORDINARY RESOLUTIONS | | | |
| 1. | <p>(a) To approve, confirm and ratify the Limited Partnership Agreement (as defined in the Circular of which this notice forms part) (a copy of which is tabled at the meeting and marked “A” and initialled by the chairman of the meeting for identification purpose) and the transactions contemplated thereunder and the implementation thereof;</p> <p>(b) To approve, confirm and ratify the Rights and Obligations Arrangement Agreement (as defined in the Circular of which this notice forms part) (a copy of which is tabled at the meeting and marked “B” and initialled by the chairman of the meeting for identification purpose) and the transactions contemplated thereunder and the implementation thereof;</p> <p>(c) To approve, confirm and ratify the Guarantee Agreement (Shanghai Jiatong) (as defined in the Circular of which this notice forms part) (a copy of which is tabled at the meeting and marked “C” and initialled by the chairman of the meeting for identification purpose) and the transactions contemplated thereunder and the implementation thereof;</p> <p>(d) To approve, confirm and ratify the Guarantee Agreement (Xincheng Kaiyuan) (as defined in the Circular of which this notice forms part) (a copy of which is tabled at the meeting and marked “D” and initialled by the chairman of the meeting for identification purpose) and the transactions contemplated thereunder and the implementation thereof;</p> <p>(e) any one of the executive directors of the Company (“Executive Director(s)”) be and is hereby authorised for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Limited Partnership Agreement, Rights and Obligations Arrangement Agreement, Guarantee Agreement (Shanghai Jiatong) and Guarantee Agreement (Xincheng Kaiyuan), and the transactions contemplated thereunder and the implementation thereof including the affixing of seal thereon, 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 Limited Partnership Agreement, Rights and Obligations Arrangement Agreement, Guarantee Agreement (Shanghai Jiatong) and Guarantee Agreement (Xincheng Kaiyuan) as are, in the opinion of such Executive Director(s), in the interest of the Company and its shareholders as a whole.</p> | | |

Dated this _____ day of _____, 2024

| | |
|------------------------|---------------|
| 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.
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 6 March 2024.

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.