



## IMPORTANT 重要提示

**TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF SHUI ON LAND LIMITED (THE "COMPANY") DATED 26 April 2013 (THE "RIGHTS ISSUE PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.**

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND IS ONLY FOR THE USE OF THE QUALIFYING SHAREHOLDER(S) NAMED THEREIN WHO WISH(ES) TO APPLY FOR RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO IT, HIM, HER OR THEM.

Applications must be received by 4:00 p.m. on Monday, 13 May 2013.

If you are in any doubt as to the contents of this document or as to the action to be taken, or if you have sold all or part of your Shares, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

A copy of each of the Rights Issue Documents has been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of the Rights Issue Documents.

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this 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 form.

Dealings in the securities of the Company and the Nil Paid Rights and the Rights Shares may be settled through CCASS and you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

Subject to the granting of the listing of, and permission to deal in, the Nil Paid Rights and the Rights Shares on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Nil Paid Rights and the Rights Shares 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 Nil Paid Rights and the Rights Shares on the Stock Exchange or such other date(s) 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 the CCASS Operational Procedures in effect from time to time.

**It should be noted that the Joint Underwriters may, upon giving notice in writing to the Company, terminate the Underwriting Agreement with immediate effect at any time prior to the Latest Time for Termination, upon the occurrence of certain events, including force majeure events. The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated in accordance with its terms. If the Underwriting Agreement does not become unconditional or is terminated in accordance with its terms, then the Rights Issue will not proceed.**

If, prior to the Latest Time for Termination, the Joint Underwriters terminate the Underwriting Agreement or if the conditions of the Rights Issue as set out in the paragraph headed "Conditions of the Rights Issue and the Underwriting Agreement" under the section headed "Letter from the Board" of the Rights Issue Prospectus is otherwise not fulfilled, the Rights Issue will not proceed.

It should be noted that the Nil Paid Rights will be dealt in from Tuesday, 30 April 2013 to Wednesday, 8 May 2013 (both days inclusive). Such dealings will take place when the conditions of the Rights Issue remains unfulfilled. Any person dealing in the securities of the Company up to the time on which the Rights Issue becomes unconditional and any person dealing in the Nil Paid Rights from Tuesday, 30 April 2013 to Wednesday, 8 May 2013 (being the first and last days of dealings in the Nil Paid Rights) will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares and/or the Nil Paid Rights, and if they are in any doubt about their position, they are recommended to consult their professional advisers.

This Excess Application Form and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

**除文義另有所指外，本表格內所採用之詞語與瑞安房地產有限公司（「本公司」）於2013年4月26日刊發之章程（「供股章程」）所界定者具有相同涵義。**

本表格具有價值但不得轉讓，只供文中列名之合資格股東在申請其／彼／彼等所獲暫定配發供股股份以外之供股股份時使用。

申請表格必須不遲於2013年5月13日（星期一）下午4時正交回。

閣下如對本文件內容或應採取之行動有任何疑問，或閣下已售出名下全部或部份股份，閣下應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

各供股文件已根據公司條例第342C條向香港公司註冊處登記。香港公司註冊處及香港證券及期貨監察委員會對供股文件之內容概不負責。

香港交易及結算所有限公司、香港聯合交易所有限公司（「聯交所」）及香港中央結算有限公司（「香港結算」）對本表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

本公司證券、未繳股款供股權及供股股份之買賣可透過中央結算系統交收，閣下應向閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問查詢有關交收安排之詳情及該等安排對閣下之權利及權益可能造成之影響。

待未繳股款供股權及供股股份獲准於聯交所上市及買賣，且符合香港結算之股份收納規定後，未繳股款供股權及供股股份將獲香港結算接納為合資格證券，自未繳股款供股權及供股股份各自於聯交所開始買賣當日或由香港結算指定之其他日期起，可於中央結算系統內寄存、結算及交收。聯交所之參與者於任何交易日進行之交易須於其後第二個交易日在中央結算系統進行交收。於中央結算系統內進行之所有活動均須符合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。

**務請留意倘發生包括不可抗力等若干事件，包銷協議可由聯席包銷商於最後終止時間前任何時間向本公司發出書面通知立即終止。供股須待包銷協議成為無條件及並無根據其條款被終止後，方可作實。倘包銷協議並無成為無條件或根據其條款被終止，則供股將不會進行。**

倘聯席包銷商於最後終止時間之前終止包銷協議或倘供股章程所載「董事會函件」一節「供股及包銷協議之條件」一段所載之供股條件未能達成，則供股將不會進行。

請注意未繳股款供股權將由2013年4月30日（星期二）至2013年5月8日（星期三）（包括首尾兩天）進行買賣。上述買賣將於供股條件仍未達成時進行。於截至供股成為無條件前買賣本公司證券之任何人士，以及由2013年4月30日（星期二）至2013年5月8日（星期三）（分別為未繳股款供股權買賣之首日及最後日期）買賣未繳股款供股權之任何人士，將承擔供股可能不會成為無條件及可能不會進行之風險。因此，股東及潛在投資者於買賣股份及／或未繳股款供股權時，務必審慎行事，如彼等對其情況有任何疑問，應諮詢其專業顧問。

本額外申請表格及據此作出之所有申請均受香港法例管轄及須按香港法例詮釋。

### QUALIFYING SHAREHOLDERS AND NON-QUALIFYING SHAREHOLDERS

To qualify for the subscription of the Rights Shares, a Shareholder must (1) have been registered as a member of the Company at the close of business on Friday, 19 April 2013 and (2) not be a Non-Qualifying Shareholder.

Non-Qualifying Shareholder are (1) the Shareholders on Friday, 19 April 2013 whose addresses as shown on the registers of members of the Company are outside Hong Kong; and (2) those Shareholders and Beneficial Owners who are known by the Company to be residents of places outside Hong Kong, in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant place in which the Shareholder or Beneficial Owner (as the case maybe) is located or the requirements of the relevant regulatory body or stock exchange in that place.

### 合資格股東及不合資格股東

為符合資格認購供股股份，股東須(1)於2013年4月19日（星期五）營業時間結束時已登記為本公司股東且(2)不屬不合資格股東。

不合資格股東指(1)於2013年4月19日（星期五）本公司股東名冊上所示其地址在香港境外之股東；及(2)據本公司得悉其為香港以外任何地區居民之股東及實益擁有人，且董事根據其所作出之相關查詢，考慮到該股東或實益擁有人（視乎情況而定）所處之有關地區之法例之法律限制，或該地區有關監管機構或證券交易所之規定後，認為不必要或不適宜發售供股股份。

### TERMINATION OF THE UNDERWRITING AGREEMENT

**It should be noted that the Underwriting Agreement contains provisions granting the Joint Underwriters a right to terminate their obligations under the Underwriting Agreement upon the occurrence of certain events, which have been set out in the section headed "Termination of the Underwriting Agreement" of the Rights Issue Prospectus. If prior to the Latest Time for Termination (which is 5:00 p.m. on Tuesday, 14 May 2013) any notice to rescind or terminate the Underwriting Agreement is given by the Joint Underwriters, the obligations of all parties under the Underwriting Agreement shall terminate forthwith and no party shall have any claim against any other for costs, damages, compensation or otherwise (save in respect of certain rights or obligations under the Underwriting Agreement including rights of the parties thereto in respect of any antecedent breach). If the Joint Underwriters exercise such right or the Underwriting Agreement does not become unconditional, the Rights Issue will not proceed.**

Further details of the terms of the Underwriting Agreement are set out in the section headed "Letter from the Board" of the Rights Issue Prospectus.

### REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this Excess Application Form, you agree to disclose to the Company and/or its Registrar and 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 application for excess Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or its 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 its 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 in Hong Kong at 34/F, Shui On Centre, 6-8 Harbour Road, Wanchai, 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 Registrar.

### 終止包銷協議

謹請注意，包銷協議載有授予聯席包銷商於發生若干事件之情況下終止彼等於包銷協議項下責任之權利，有關事件載於供股章程中「終止包銷協議」一節。倘聯席包銷商於最後終止時間（即2013年5月14日（星期二）下午5時正）前發出通知廢除或終止包銷協議，則所有訂約方於包銷協議項下之責任將隨即終止，任何一方概不得就任何費用、損害、補償或其他事項向其他訂約方提出任何索償（惟與包銷協議項下若干權利或責任（包括訂約方與先前違反協議有關之權利）有關者除外）。倘聯席包銷商行使有關權利或包銷協議未能成為條件，則供股將不會進行。

有關包銷協議條款之進一步詳情亦收錄於供股章程「董事會函件」一節內。

### 聲明及保證

填妥、簽署及交回本額外申請表格，即表示閣下同意向本公司及／或其股份登記處及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申請額外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，可確定本公司或其股份登記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》，本公司及其股份登記處有權就處理任何有關資料要求而收取合理費用。有關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之所有要求，應寄往本公司之香港主要營業地點香港灣仔港灣道6至8號瑞安中心34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）股份登記處為收件人。