

Form A  
表格甲

To be valid, the whole of this document must be returned.

本文件必須整份交還，方為有效。

Provisional Allotment Letter No.  
暫定配額通知書編號

IMPORTANT  
重要提示

THIS FORM IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING EAF EXPIRES AT 4:00 P.M. ON MONDAY, 24 AUGUST 2009. 此乃有價值及可轉讓的表格，並須 閣下即時處理。本文件及隨附的額外申請表格所載的要約將於二零零九年八月二十四日(星期一)下午四時正屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS FORM OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER FOR INDEPENDENT ADVICE. 閣下對本表格的任何方面或條款有任何疑問，應諮詢 閣下的持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問之獨立意見。

Reference is made to the prospectus issued by China State Construction International Holdings Limited dated 7 August 2009 in relation to the Rights Issue (the "Prospectus"). Terms used herein shall have the same meanings as defined in the Prospectus unless the context otherwise requires. 茲提述中國建築國際集團有限公司於二零零九年八月七日就供股刊發之招股章程(「招股章程」)。除文義另有所指外，本文件所用詞彙與供股章程所界定者具有相同涵義。

A copy of each of the Prospectus Documents, together with the written consent given by Deloitte Touche Tohmatsu, has been registered with the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance. The Registrar of Companies in Hong Kong, the SFC and the Stock Exchange take no responsibility as to the contents of any of these documents. 各份招股章程文件連同德勤•關黃陳方會計師行發出之書面同意，已遵照公司條例第342C條規定呈交香港公司註冊處處長註冊。香港公司註冊處處長、證監會及聯交所對任何該等文件之內容概不負責。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and 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. 香港交易及結算所有限公司、聯交所及香港結算所本表格的內容概不負責，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分內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be 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. 未繳股款及繳足股款方式之供股股份獲批准於聯交所上市及買賣及符合香港結算之股份收納規定，未繳股款及繳足股款方式之供股股份將獲香港結算接納為合資格證券，可自其於聯交所開始買賣日期或於香港結算釐定之任何其他日期起在中央結算系統內寄存、結算及交收。聯交所參與者於任何交易日之交易必須於該日後第二個交易日在中央結算系統交收。於中央結算系統進行之所有活動均須依據不時生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進行。

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS FORM INTACT WITH THE REGISTRAR, TRICOR STANDARD LIMITED AT 26/F TESBURY CENTRE, 28 QUEEN'S ROAD EAST, HONG KONG TOGETHER WITH A CHEQUE OR BANKER'S CASHIER ORDER IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C BELOW SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON MONDAY, 24 AUGUST 2009. ALL PAYMENTS MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH OR BANKER'S CASHIER ORDERS MUST BE ISSUED BY A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "China State Construction International Holdings Limited - Rights Issue Account" AND CROSSED "ACCOUNT PAYEE ONLY". DETAILS OF SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH PAYMENTS. 閣下如欲接納全部供股股份之暫定配額，須將本表格份連同下文丙欄所示應繳的港幣全數股款之支票或銀行票，於二零零九年八月二十四日(星期一)下午四時正前交回股份過戶登記處佳佳標準有限公司(地址為香港皇后大道東28號金鐘中心26樓)，所有股款須以港幣繳付，並以在香港持牌銀行戶口開出的支票或以香港持牌銀行發出的銀行本票支付。所有支票或銀行本票均須註明抬頭人為「China State Construction International Holdings Limited - Rights Issue Account」，並以「只准入抬頭人賬戶」劃線方式開出。有關分拆配額的詳情載於背頁。本公司將不就有關股款另發收條。



# 中國建築國際集團有限公司

## CHINA STATE CONSTRUCTION INTERNATIONAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)  
(於開曼群島註冊成立之有限公司)  
(Stock Code: 3311)  
(股份代號: 3311)

Registrar:  
Tricor Standard Limited  
26/F Tesbury Centre  
28 Queen's Road East  
Hong Kong

**RIGHTS ISSUE ON THE BASIS OF  
ONE RIGHTS SHARE FOR EVERY FIVE EXISTING SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$2.79 PER RIGHTS SHARE BY THE QUALIFYING SHAREHOLDERS**  
按合資格股東於記錄日期每持有五股現有股份獲發一股供股股份之基準，  
以每股供股股份2.79港元之認購價進行供股

Principal place of business  
in Hong Kong:  
28th Floor  
China Overseas Building  
139 Hennessy Road  
Wanchai  
Hong Kong  
香港主要營業地點:  
香港  
灣仔  
軒尼詩道139號  
中國海外大廈28樓

**PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN  
4:00 P.M. ON MONDAY, 24 AUGUST 2009**

股款須於二零零九年八月二十四日(星期一)下午四時正前接納時全數繳足

**PROVISIONAL ALLOTMENT LETTER**  
暫定配額通知書

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

[Blank area for shareholder name and address]

**Box A** Number of Shares registered in your name(s) on Friday, 7 August 2009  
**甲欄** 於二零零九年八月七日(星期五)登記於閣下名下的股份數目

[Blank area for Box A response]

**Box B** Number of Rights Shares allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 24 August 2009  
**乙欄** 配發予閣下的供股股份數目，股款須於二零零九年八月二十四日(星期一)下午四時正前接納時全數繳足

[Blank area for Box B response]

**Box C** HK\$ Total subscription monies payable  
**丙欄** 港元 應繳認購股款總額

[Blank area for Box C response]

Contact Tel. No.  
聯絡電話:

COFIL may terminate the arrangements set out in the Underwriting Agreement by written notice to the Company at any time prior to 4:00 p.m. on Thursday, 27 August 2009 if:

- (a) there comes to the notice of COFIL or it shall have reasonable cause to believe that any of the undertakings or other obligations expressed to be assumed by or imposed on the Company under the Underwriting Agreement have not been complied with in any material respect; or
- (b) there comes to the notice of COFIL or it shall have reasonable cause to believe or it is aware of the fact that any of the undertakings or other obligations expressed to be assumed by or imposed on COHL under the Irrevocable Undertaking have not been complied with in any respect; or
- (c) there comes to the notice of COFIL or it shall have reasonable cause to believe that (i) any of the representations or warranties given by the Company under the Underwriting Agreement was or is untrue, incorrect, incomplete or misleading in any material respect; or (ii) any event has occurred or matter has arisen, which, if it had occurred or arisen before the date of the Underwriting Agreement or before the dates or before any time on which the representations, warranties and undertakings are deemed to be given would render any of those representations warranties or undertakings untrue, incorrect, incomplete or misleading in any material respect; or
- (d) (i) the Prospectus Documents, when published, would contain information which would be untrue, inaccurate, incomplete or misleading in any material respect; (ii) matters have arisen or been discovered which would, if the Prospectus Documents were to be issued at the time, constitute a material omission therefrom; or (iv) there is any adverse change in the business or in the financial or trading position or prospects of the Group which in the reasonable opinion of COFIL is material in the context of the issue of the Rights Shares; or
- (e) there develops, occurs, exists or comes into effect any events, including:
  - (i) the introduction of any new law or regulation or any changes in existing laws or regulations (or any change in the judicial interpretation thereof) whether in Hong Kong or the Cayman Islands; or
  - (ii) any adverse change or deterioration (whether or not permanent) in local, national or international economic, financial, political or military conditions or any event beyond the control of the Company; or
  - (iii) any adverse change or deterioration (whether or not permanent) in local, national or international securities market conditions; or
  - (iv) without prejudice to sub-paragraphs (i) and (iii) above, the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange due to exceptional financial or political circumstances or otherwise; or
  - (v) any suspension in the trading of Shares on the Stock Exchange for a continuous period of ten (10) business days (other than any suspension for the purpose of obtaining clearance from the Stock Exchange for the publication of the Announcement or any other announcements relating to the Rights Issue),and in the reasonable opinion of COFIL (a) the success of the Rights Issue of the business or financial condition or prospects of the Group would be materially and adversely affected; or (b) which makes it inadvisable or inexpedient to proceed with the Rights Issue; or (c) which would have the effect of making any part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms.

倘出現以下情況，中海金鐘可於二零零九年八月二十七(星期四)下午四時正前，隨時向本公司發出書面通知，終止包銷協議所載安排：  
(a) 中海金鐘獲悉或有合理理由相信，本公司在任何重大方面並無遵守包銷協議項下明確指定須由其負責或對其施加之任何承諾或其他責任；或  
(b) 中海金鐘獲悉或有合理理由相信，中國海外集團在任何方面並無遵守不可隨時終止項下明確指定須由其負責或對其施加之任何承諾或其他責任；或  
(c) 中海金鐘獲悉或有合理理由相信，(i) 本公司於包銷協議項下作出之任何聲明或保證在任何重大方面為不實、不確、有欠完整或有所誤導；或(ii) 已出現任何事件或產生任何事宜，而該等事件或事宜於包銷協議日期前或後被視為已作出該等聲明、保證或承諾之日期或時間之前已出現或發生，即會令任何該等聲明、保證或承諾於任何重大方面屬不實、不確、有欠完整或有所誤導；或  
(d) (i) 招股章程文件刊發時載有任何重大方面屬不實、不確、不完整或具誤導成分之資料；(ii) 發生或發現發生任何事宜，而倘供股章程文件於當時刊發，會令其中所載任何資料於任何重大方面屬不實、不確、不完整或具誤導成分；(iii) 已發生或被發現任何事件，而倘供股章程文件於當時刊發，會令當中出現重大遺漏；或(iv) 本集團之業務或財務或貿易狀況或前途出現任何中海金鐘合理認為對本集團發行供股股份而言屬重大之不利變動；或  
(e) 以下任何事件之發展、發生、存在或生效，包括：

- (i) 於香港或開曼群島頒佈任何新法例或規則或修改任何現行法例或規則或修改其任何司法詮釋；或
- (ii) 本地、國家或國際經濟、金融、政治或軍事狀況出現任何不利變動或變化(不論是否屬永久性)；或發生任何超出本公司控制範圍之事件；或
- (iii) 本地、國家或國際證券市場狀況出現任何不利變動或變化(不論是否屬永久性)；或
- (iv) 於不影響上文(i)及(ii)分段之情況下，因特殊金融或政治情況或其他原因，以致延遲、暫停或重大限制聯交所之證券證券買賣；或
- (v) 證券道達任何新法例或規則或修改任何現行法例或規則或修改其任何司法詮釋；或

且中海金鐘合理認為(a)供股之成功或否對本集團之業務或財務狀況或前途將會受到重大不利影響；或(b)導致進行供股或不實或不當；或(c)導致未能根據包銷協議條款履行其任何部分，包括包銷。

The Rights Issue is conditional upon several conditions, details of which are set out in the section headed "Underwriting Arrangements - Conditions of the Rights Issue" in the Letter from the Board contained in the Prospectus. The obligation of COFIL to underwrite the relevant Rights Shares is also conditional on (i) the satisfaction (or waiver) of, among other things, the conditions referred to in the section headed "Underwriting Arrangements - Conditions of the Rights Issue"; and (ii) the Underwriting Agreement not being terminated by COFIL in accordance with its terms. If the conditions are not fulfilled (or waived) or the Underwriting Agreement is terminated pursuant to its terms, the Rights Issue will not proceed. 供股須待供股章程所載若干條件(包括條件)一節所載多項條件達成後，方告作實。中海金鐘包銷有關供股股份之責任須待(i) (其中包括)包銷安排一節所載條件達成或獲豁免；及(ii) 中海金鐘並無根據包銷協議條款終止包銷協議，方告作實。倘有關條件未能達成或獲豁免或包銷協議被其終止或終止，則合不會進行供股。 Shareholders should note that the Shares have been dealt in on an ex-rights basis from Monday, 3 August 2009. The Rights Shares in their nil-paid form will be dealt in from Tuesday, 11 August 2009 to Wednesday, 19 August 2009 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled (or waived), the Underwriting Agreement will terminate and the Rights Issue will not proceed. If the Underwriting Agreement is terminated by COFIL, the Rights Issue will not proceed. 股東須注意，股份於二零零九年八月三日(星期一)按除權基準買賣。未繳股款供股股份將由二零零九年八月十一日(星期二)至二零零九年八月十九日(星期三)(包括首尾兩日)開始買賣。倘供股條件未能達成或獲豁免，包銷協議將終止，而供股將不會進行。倘合終止包銷協議，供股亦將不會進行。 Any Shareholder or other person contemplating selling or purchasing Shares or the Rights Shares in their nil-paid form and who is in any doubt about his position, is recommended to consult his professional adviser. Any Shareholder or other person dealing in Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which COFIL's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Tuesday, 11 August 2009 to Wednesday, 19 August 2009 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should exercise caution in dealing in the securities of the Company. 任何股東或其他人士對其買賣或買賣未繳股款供股股份之人士，將因而承受供股未必成為無條件及不一定進行之風險。股東及有意投資者人士於買賣本公司證券時務請審慎行事。

Shareholders should note that the Shares have been dealt in on an ex-rights basis from Monday, 3 August 2009. The Rights Shares in their nil-paid form will be dealt in from Tuesday, 11 August 2009 to Wednesday, 19 August 2009 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled (or waived), the Underwriting Agreement will terminate and the Rights Issue will not proceed. If the Underwriting Agreement is terminated by COFIL, the Rights Issue will not proceed. 股東須注意，股份於二零零九年八月三日(星期一)按除權基準買賣。未繳股款供股股份將由二零零九年八月十一日(星期二)至二零零九年八月十九日(星期三)(包括首尾兩日)開始買賣。倘供股條件未能達成或獲豁免，包銷協議將終止，而供股將不會進行。倘合終止包銷協議，供股亦將不會進行。 Any Shareholder or other person contemplating selling or purchasing Shares or the Rights Shares in their nil-paid form and who is in any doubt about his position, is recommended to consult his professional adviser. Any Shareholder or other person dealing in Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which COFIL's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Tuesday, 11 August 2009 to Wednesday, 19 August 2009 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should exercise caution in dealing in the securities of the Company. 任何股東或其他人士對其買賣或買賣未繳股款供股股份之人士，將因而承受供股未必成為無條件及不一定進行之風險。股東及有意投資者人士於買賣本公司證券時務請審慎行事。



# 中國建築國際集團有限公司

## CHINA STATE CONSTRUCTION INTERNATIONAL HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)  
(Stock Code: 3311)

7 August 2009

Dear Qualifying Shareholders,

### INTRODUCTION

Reference is made to the prospectus issued by China State Construction International Holdings Limited (the "Company") dated 7 August 2009 in relation to the Rights Issue (the "Prospectus"). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and subject to the conditions as set out in the Prospectus, the Directors have provisionally allotted to you the number of Rights Shares indicated in Box B on the front page of this PAL on the basis of one Rights Share for every five Shares registered in your name in the register of members of the Company on the Record Date (that is, Friday, 7 August 2009). Your holding of the Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Prospectus Documents have not been and will not be registered and/or filed under any securities or equivalent legislation of any jurisdictions other than the applicable laws in Hong Kong. The Prospectus (without this PAL and the EAF) is being sent to the Non-Qualifying Shareholders resident in Canada for their information only. The Company, having considered the legal restriction and requirements in Malaysia, will not send the Prospectus nor this PAL and the EAF to the Non-Qualifying Shareholders resident in Malaysia.

No person receiving a copy of the Prospectus or a PAL or an EAF and having a registered address in the register of members of the Company in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction 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 (including, but without limitation, a nominee, agent and trustee) receiving the Prospectus Documents outside Hong Kong and wishing to take up the Rights Shares under the Rights Issue to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory or jurisdiction including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from any Non-Qualifying Shareholders. The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

Completion and return of a PAL by any person will be deemed to constitute a representation and warranty from such person to the Company that those local laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your licensed securities dealer and registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

### RIGHTS SHARES

The Rights Shares, when allotted, issued, and fully paid up, will rank pari passu in all aspects with the Shares then in issue.

Subject to the granting of listing of, and permission to deal in, the Rights Shares in both nil-paid and fully-paid forms on the Stock Exchange and compliance with the stock admission requirements of HKSCC, the Rights Shares in both nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from their respective commencement dates of dealings on the Stock Exchange or such other date as may be 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.

### PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong, together with a cheque or banker's cashier order for the full amount payable on acceptance, as shown in Box C, so as to be received by not later than 4:00 p.m. on Monday, 24 August 2009<sup>(1)</sup>, or such later date as may be agreed in writing between the Company and COFIL. All payments must be made in Hong Kong dollars. Cheques must be drawn on an account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "China State Construction International Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be given for such payments. All enquiries in connection with this PAL should be addressed to the Registrar at the above address.

It should be noted that unless the PAL, together with the appropriate payment shown in Box C, has been lodged with the Registrar, by not later than 4:00 p.m. on Monday, 24 August 2009, whether by the original allottee or any person to whom the rights have been validly transferred, the relevant provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### TRANSFER AND SPLITTING

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the "FORM OF TRANSFER AND NOMINATION" (Form B) and hand this PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the "REGISTRATION APPLICATION FORM" (Form C) and lodge this PAL intact together with a cheque or banker's cashier order for the full amount payable on acceptance as set out in Box C with the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Monday, 24 August 2009. All payments must be made in Hong Kong dollars and cheques must be drawn on an account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "China State Construction International Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". It should be noted that ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, this PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Friday, 14 August 2009 with the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong after 9:00 a.m. on the second business day after the surrender of this original PAL. It should be noted that ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### TERMINATION OF THE UNDERWRITING AGREEMENT

COFIL may terminate the arrangements set out in the Underwriting Agreement by written notice to the Company at any time prior to 4:00 p.m. on Thursday, 27 August 2009 if:

- there comes to the notice of COFIL or it shall have reasonable cause to believe that any of the undertakings or other obligations expressed to be assumed by or imposed on the Company under the Underwriting Agreement have not been complied with in any material respect; or
- there comes to the notice of COFIL or it shall have reasonable cause to believe or it is aware of the fact that any of the undertakings or other obligations expressed to be assumed by or imposed on COHL under the Irrevocable Undertaking have not been complied with in any respect; or
- there comes to the notice of COFIL or it shall have reasonable cause to believe that (i) any of the representations or warranties given by the Company under the Underwriting Agreement was or is untrue, incorrect, incomplete or misleading in any material respect, or (ii) any event has occurred or matter has arisen, which, if it had occurred or arisen before the date of the Underwriting Agreement or before the dates or before any time on which the representations, warranties and undertakings are deemed to be given would render any of those representations warranties or undertakings untrue, incorrect, incomplete or misleading in any material respect; or
- (i) the Prospectus Documents, when published, would contain information which would be untrue, inaccurate, incomplete or misleading in any material respect, (ii) matters have arisen or been discovered which would, if the Prospectus Documents were to be issued at the time, render any information contained therein to be untrue, inaccurate, incomplete or misleading in any material respect, (iii) matters have arisen or been discovered which would, if the Prospectus Documents were to be issued at the time, constitute a material omission therefrom, or (iv) there is any adverse change in the business or in the financial or trading position or prospects of the Group which in the reasonable opinion of COFIL is material in the context of the issue of the Rights Shares; or
- there develops, occurs, exists or comes into effect any events, including:
  - the introduction of any new law or regulation or any change in existing laws or regulations (or any change in the judicial interpretation thereof) whether in Hong Kong or the Cayman Islands; or
  - any adverse change or deterioration (whether or not permanent) in local, national or international economic, financial, political or military conditions or any event beyond the control of the Company; or
  - any adverse change or deterioration (whether or not permanent) in local, national or international securities market conditions; or
  - without prejudice to sub-paragraphs (ii) and (iii) above, the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange due to exceptional financial or political circumstances or otherwise; or
  - any suspension in the trading of Shares on the Stock Exchange for a continuous period of ten (10) business days (other than any suspension for the purpose of obtaining clearance from the Stock Exchange for the publication of the Announcement or any other announcements relating to the Rights Issue), and in the reasonable opinion of COFIL (a) the success of the Rights Issue or the business or financial condition or prospects of the Group would be materially and adversely affected; or (b) which makes it inadvisable or inexpedient to proceed with the Rights Issue; or (c) which would have the effect of making any part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms.

Any Shareholder or other person contemplating selling or purchasing Shares or the Rights Shares in their nil-paid form and who is in any doubt about his position, is recommended to consult his professional adviser. Any Shareholder or other person dealing in Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which COFIL's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Tuesday, 11 August 2009 to Wednesday, 19 August 2009 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should exercise caution in dealing in the securities of the Company.

If COFIL exercises the right to terminate its obligations under the Underwriting Agreement before 4:00 p.m. on Thursday, 27 August 2009, the monies received in respect of relevant applications for provisional allotments will be returned to the relevant persons without interest and by means of cheques despatched by ordinary post at the risk of such persons on Tuesday, 1 September 2009.

### CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a PAL together with a cheque or a banker's cashier order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or the banker's cashier order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or banker's cashier order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights thereunder will be deemed to have been declined and will be cancelled.

### SHARE CERTIFICATES

Subject to the fulfilment or waiver of the conditions of the Rights Issue, share certificates for fully-paid Rights Shares are expected to be despatched on Tuesday, 1 September 2009 to successful applicants by ordinary post at their own risk.

### EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying EAF and lodge it, together with a separate cheque or banker's cashier order for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein with the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong so as to be received by not later than 4:00 p.m. on Monday, 24 August 2009. All payments must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "China State Construction International Holdings Limited – Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such payments. The Directors will allocate the excess Rights Shares at their discretion and on a fair and equitable basis in proportion to the number of excess Rights Shares being applied for under each application.

### GENERAL

Lodgment of the PAL with, where relevant, the "FORM OF TRANSFER AND NOMINATION" (Form B) purporting to have been signed by the person(s) in whose favour the PAL has been issued, shall be conclusive evidence of the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the share certificates for Rights Shares.

Further copies of the Prospectus are available at the Registrar, Tricor Standard Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong.

All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto. Such posting is expected to take place on Tuesday, 1 September 2009.

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

Note:

(1) The latest time for acceptance of and payment for the Rights Shares will not take place if there is a Storm Warning in force in Hong Kong at any local time between 9:00 a.m. and 4:00 p.m. on Monday, 24 August 2009. Instead the latest time for acceptance of and payment for the Rights Shares will be rescheduled to 4:00 p.m. on the following business day which does not have a Storm Warning in force at any time between 9:00 a.m. and 4:00 p.m.

Yours faithfully,  
By order of the Board  
China State Construction International Holdings Limited  
Kong Qingping  
Chairman and Non-executive Director

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.  
 如轉讓供股股份的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，餽贈或轉讓實益擁有的權益亦須繳付從價印花稅。在登記轉讓本文件所代表之供股股份配額之前，須出示已繳從價印花稅的證明。

**FORM OF TRANSFER AND NOMINATION**  
**轉讓及提名表格**

Form B  
 表格乙

(To be completed and signed only by (a) Qualifying Shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Share(s) comprised herein)  
 (只供擬轉讓其全部供股股份認購權的合資格股東填寫及簽署)

To: The Directors,  
**China State Construction International Holdings Limited**

致：中國建築國際集團有限公司  
 列位董事 台照

Dear Sir/Madam,  
 I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
 本人/吾等謹將本暫定配額通知書所列本人/吾等的供股股份認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)的人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
 Signature(s) (all joint Shareholders must sign)  
 簽署(所有聯名股東均須簽署)

Date 日期: \_\_\_\_\_, 2009

**Ad valorem stamp duty is payable by the transferor(s) if this form is completed.**  
 填妥此表格後，轉讓人須繳付從價印花稅。

**REGISTRATION APPLICATION FORM**  
**登記申請表格**

Form C  
 表格丙

(To be completed and signed only by the person(s) to whom the right(s) to subscribe for the Rights Share(s) has/have been transferred)  
 (只供承讓供股股份認購權的人士填寫及簽署)

To: The Directors,  
**China State Construction International Holdings Limited (the "Company")**

致：中國建築國際集團有限公司(「貴公司」)  
 列位董事 台照

Dear Sir/Madam,  
 I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：  
 本人/吾等謹請貴董事局將表格甲乙欄所列的供股股份數目，登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載條款，以及在貴公司的組織章程及公司細則規限下，接納此等供股股份。

Existing Shareholders(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
--	--

To be completed in block letters in ENGLISH. Joint applicants should give one address only. For Chinese applicant, please provide your name in both English and Chinese.  
 請用英文正楷填寫。聯名申請人只須填報一個地址。華裔申請人請填寫中英文姓名。

Name in English 英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名
Full Name(s) of Applicant or Joint Applicant(s) (if any) 申請人或聯名申請人(如有)全名			
Address in English 英文地址			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 股息指示			
Name and Address of Bank 銀行名稱及地址	Bank Account No. 銀行賬戶號碼		
	BANK 銀行	BRANCH 分行	ACCOUNT 賬戶

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
 Signature(s) of applicant(s) (all joint applicant(s) must sign) 申請人簽署(所有聯名申請人均須簽署)

Date 日期: \_\_\_\_\_, 2009

**Ad valorem stamp duty is payable by the transferee(s) if this form is completed**  
 填妥此表格後，承讓人須繳付從價印花稅。