



Broad Greenstate International Company Limited

博大綠澤國際有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1253)

Number of shares to which this form of proxy from relates <i>(Note 1)</i>	
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FORM OF PROXY FOR THE EXTRAORDINARY GENERAL MEETING TO BE HELD ON THURSDAY, 8 OCTOBER 2015

I/We *(Note 2)* _____
of _____
being the registered holder(s) of shares in the issued share capital of Broad Greenstate International Company Limited (the "Company"), hereby appoint the Chairman of the meeting *(Note 3)* or _____
of _____
as my/our proxy to attend, vote and act for me/us and on my/our behalf as directed below at the extraordinary general meeting of the Company (the "EGM") to be held at Admiralty Conference Centre, Room 1804A, 18th Floor, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong on Thursday, 8 October 2015 at 2:00 p.m. (and at any adjournment thereof).

Please tick ("✓") the appropriate boxes to indicate how you wish your vote(s) to be cast on a poll *(Note 4)*

ORDINARY RESOLUTION	FOR	AGAINST
<p>1. THAT:</p> <p>(a) the note purchase agreement dated 20 August 2015 (the "Note Purchase Agreement") entered into between the Company and Greenland Financial Leasing Co., Ltd. 綠地融資租賃有限公司 (the "Greenland Leasing"), in respect of the proposed issue (the "Proposed Issue of Notes") of a redeemable fixed coupon promissory note due 2016 with a principal amount of US\$40,000,000 equivalent to approximately RMB258.4 million based on the conversion rate of US\$1 to RMB6.46) at the rate of 9.00% per annum to Greenland Leasing (a copy of the Note Purchase Agreement marked "A" and signed by the chairman of the EGM for identification purpose has been tabled at the EGM), and the transactions contemplated thereunder be and are hereby approved and confirmed and ratified;</p> <p>(b) the deed of novation dated 11 September 2015 (the "Deed of Novation") entered into between the Company, Greenland Leasing and Greenland Financial Overseas Investment Group Co., Ltd. (綠地金融海外投資集團有限公司) (the "Purchaser") pursuant to which Greenland Leasing shall novate all its rights, obligations and liabilities under the Note Purchase Agreement to the Purchaser;</p> <p>(c) the creation and issue of the promissory note due 2016 with a principal amount of US\$40,000,000 (equivalent to approximately RMB258.4 million based on the conversion rate of US\$1 to RMB6.46) at the rate of 9.00% per annum in favour of the Purchaser pursuant to the Note Purchase Agreement (the "Note Instrument") (a copy of the final form of the Note Instrument marked "B" and signed by the chairman of the EGM for identification purpose has been tabled at the EGM) be and is hereby approved;</p> <p>(d) the share charge (the "Company Share Charge") relating to the charge by way of a first fixed charge all rights, entitlements, interests and benefits in the Company Charged Shares (as defined in the Note Purchase Agreement) and all derived interests proposed to be made by the Company in favor of the Purchaser (a copy of execution version of the Company Share Charge marked "C" and signed by the chairman of the EGM for identification purpose has been tabled at the EGM), and the transactions contemplated thereunder be and are hereby approved;</p> <p>(e) the share charge (the "Greenstate Times Share Charge") relating to the charge by way of a first fixed charge all rights, entitlements, interests and benefits in the Greenstate Times Charged Shares (as defined in the Note Purchase Agreement) and all derived interests proposed to be made by the Greenstate Times International Company Limited (綠澤時代國際有限公司) ("Greenstate Times"), a wholly-owned subsidiary of the Company, in favor of the Purchaser (a copy of execution version of the Greenstate Times Share Charge marked "D" and signed by the chairman of the EGM for identification purpose has been tabled at the EGM), and the transactions contemplated thereunder be and are hereby approved;</p> <p>(f) any director of the Company (the "Director") be and is hereby authorized to do all such things and acts, including but not limited to the execution, amendment, supplement, delivery, submission and implementation of any further documents or agreements, as he/she may in his/her absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Note Purchase Agreement the Deed of Novation, the Note Instrument, the Company Share Charge, the Greenstate Times Share Charge and all transactions contemplated thereunder.</p>		

ORDINARY RESOLUTION	FOR	AGAINST
<p>2. THAT:</p> <p>(a) the grant of 112,750,000 share options (the “Share Options”) by the board (the “Board”) of Directors on 1 September 2015 pursuant to the share option scheme of the Company adopted on 25 June 2014 (the “Share Option Scheme”) to certain eligible participants (the “Grantees”), including 30,000,000 Share Options, 22,500,000 Share Options, 5,000,000 Share Options and 5,000,000 Share Options to Mr. Wu Zhengping (“Mr. Wu”), Ms. Xiao Li (“Ms. Xiao”), Ms. Zhu Wen (“Ms. Zhu”) and Mr. Wang Lei (“Mr. Wang”) respectively, to subscribe for a total of 112,750,000 ordinary shares of HK\$0.025 each in the share capital of the Company (the “Shares”) at the exercise price of HK\$1.24 per Share subject to such terms and conditions as imposed by the Board be approved, confirmed and ratified;</p> <p>(b) any one Director be and is hereby authorized to approve and execute all documents, instruments and agreements and to do all such acts and things deemed by him/her absolute discretion consider necessary, desirable or expedient for the purpose of giving effect to the grant of the 112,750,000 Share Options to the Grantees, including the Share Options granted to each of Mr. Wu, Ms. Xiao, Ms. Zhu and Mr. Wang.</p>		

Date: _____

Signature(s) ^(Note 5): _____

Notes:

1. Please insert the number of shares in your name(s) to which this proxy form relates. If no number is inserted, this form of proxy will be deemed to relate to all the shares of the Company registered in your name(s). If more than one proxy is appointed, the number of shares in respect of which each such proxy so appointed must be specified.
2. Full name(s) and address(es) must be inserted in **BLOCK CAPITALS**.
3. If any proxy other than the Chairman of the meeting is preferred, please strike out the words “the Chairman of the meeting” and insert the name and address of the proxy desired in the space provided. Any shareholder of the Company entitled to attend and vote at the EGM is entitled to appoint a proxy/more than one proxy to attend and on a poll, vote instead of him. A proxy need not be a shareholder of the Company.

On a show of hands every shareholder who is present in person or by proxy shall have one vote. In case of a poll every shareholder present in person or by proxy shall be entitled to one vote for each share held by him.
4. **IMPORTANT: IF YOU WISH TO VOTE FOR A RESOLUTION, PLEASE TICK (“✓”) THE BOX MARKED “FOR”. IF YOU WISH TO VOTE AGAINST A RESOLUTION, PLEASE TICK (“✓”) THE BOX MARKED “AGAINST”.** If no direction is given, your proxy will vote or abstain at his discretion.
5. This form of proxy must be signed by you or your attorney duly authorized in writing. In case of a corporation, the same must be either under its common seal or under the hand of an officer or attorney so authorized. **ANY ALTERNATION MADE TO THIS FORM OF PROXY MUST BE INITIALLED BY THE PERSON WHO SIGNS IT.**
6. In case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of votes of the other joint holder(s) and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company.
7. In order to be valid, this form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a certified copy thereof, must be deposited at the Company’s transfer office at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
8. Completion and delivery of the form of proxy will not preclude you from attending and voting at the EGM or any adjournment if you so wish and in such event, the instrument appointing a proxy shall be deemed to be revoked.