



五礦建設有限公司*
MINMETALS LAND LIMITED
(Incorporated in Bermuda with limited liability)
(Stock Code: 230)

9 June 2009

Dear Qualifying Shareholders,

INTRODUCTION

Reference is made to the prospectus issued by Minmetals Land Limited (the "Company") dated 9 June 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 two Shares registered in your name in the register of members of the Company on the Record Date (that is, Monday, 8 June 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 and Bermuda. The Prospectus (without this PAL and the EAF) is being sent to the Non-Qualifying Shareholders for their information only.

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, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance 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 Tuesday, 23 June 2009⁽¹⁾, or such later date as may be agreed in writing between the Company and June Glory. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Minmetals Land 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 of association and the bye-laws of the Company. No receipt will be given for such remittances. 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 remittance shown in Box C, has been lodged with the Registrar, by not later than 4:00 p.m. on Tuesday, 23 June 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 remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 23 June 2009. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Minmetals Land Limited — Rights Issue Account" and crossed "Account Payee Only". It should be noted that 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 4:00 p.m. on Monday, 15 June 2009 with the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 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, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 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 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

June Glory 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 Friday, 26 June 2009 if:

- (a) there comes to the notice of June Glory 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 June Glory 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 itself under the Irrevocable Undertaking have not been complied with in any respect; or
- (c) there comes to the notice of June Glory or it shall have reasonable cause to believe that any of the representations or warranties given by the Company under the Underwriting Agreement was untrue or inaccurate in any material respect; or
- (d) (i) the Prospectus Documents, as published, contain information which are 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 June Glory 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 change in existing laws or regulations (or any change in the judicial interpretation thereof) whether in Hong Kong or Bermuda; 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 (including, without limitation, acts of government, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases or epidemics including Severe Acute Respiratory Syndrome, H5N1 and swine influenza and such related or mutated forms); 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 (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
 - (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 this announcement or any other announcements relating to the Rights Issue), and in the reasonable opinion of June Glory (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 June Glory's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Thursday, 11 June 2009 to Thursday, 18 June 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 June Glory exercises the right to terminate its obligations under the Underwriting Agreement before 4:00 p.m. on Friday, 26 June 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, 30 June 2009.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's 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 cashier's order in payment for the Rights Shares accepted will constitute a warranty by the subscriber that the cheque or the cashier's 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 cashier's 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, 30 June 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 remittance 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, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by not later than 4:00 p.m. on Tuesday, 23 June 2009. All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Minmetals Land Limited — Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares at their discretion and on a fair and equitable basis on the following principles:

- (1) preference will be given to applications for less than a board lot of Rights Shares where they appear to the Directors that such applications are made to round up odd lot holdings to whole lot holdings and that such applications are not made with the intention to abuse this mechanism; and
- (2) subject to the availability of excess Rights Shares after allocation under principle (1) above, the excess Rights Shares will be allocated to Qualifying Shareholders based on a sliding scale with reference to the number of excess Rights Shares applied by them (i.e. Qualifying Shareholders applying for smaller number of Rights Shares are allocated with a higher percentage of successful application but will receive smaller number of Rights Shares; whereas Qualifying Shareholders applying for larger number of Rights Shares are allocated with a lower percentage of successful application but will receive larger number of Rights Shares).

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, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 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, 30 June 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 payment for and acceptance of 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 Tuesday, 23 June 2009. Instead the latest time for payment for and acceptance of 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
Minmetals Land Limited
He Jianbo
Managing Director

* For identification purpose only



五礦建設有限公司*

MINMETALS LAND LIMITED

(於百慕達註冊成立之有限公司)

(股份代號：230)

敬啟者：

緒言

茲提述五礦建設有限公司(「本公司」)於二零零九年六月九日就供股刊發之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本文件所採用者具有相同涵義。根據供股章程所載條款及其所載條件之規限下，董事已向閣下暫定配發本暫定配額通知書首頁乙欄所示數目的供股股份，基準為於記錄日期(即二零零九年六月八日(星期一))以閣下名義在本公司股東名冊上登記之每兩股股份可獲配一股供股股份。閣下於記錄日期的持股票列於甲欄，而閣下所獲暫定配發的供股股份數目則列於乙欄。

章程文件並無亦不會根據香港及百慕達適用法律以外之任何司法管轄權區之任何證券或同侪法例登記及/或存檔。向不合資格股東寄發之供股章程(並無附帶本暫定配額通知書及額外申請表格)乃僅供彼等參考。

於本公司股東名冊之登記地址為香港以外任何司法管轄權區，並接獲供股章程或暫定配額通知書或額外申請表格之人士，不得視之為申請供股股份之要約或邀請，除非有關要約或邀請可於有關司法管轄權區合法地作出而毋須遵照任何登記或其他法律或監管規定則除外。在香港以外地區接獲章程文件而擬根據供股認購供股股份之任何人士(包括但不限於代名人、代理人及受託人)，須自行完全遵守有關地區或司法管轄權區之法律(包括就辦理有關地區或司法管轄權區規定之任何其他手續取得任何政府或其他同意)，並繳付須於有關地區或司法管轄權區繳付之任何稅項、徵費及其他款項。本公司將不會接納不合資格股東認購供股股份的申請。倘本公司相信接納有關申請會觸犯任何香港以外司法管轄權區的適用證券或其他法律或規則，則本公司有權拒絕接納任何有關之認購供股股份的申請。

任何人士填妥及交回暫定配額通知書，將被視為向本公司表明及保證，該人士已完全遵守有關地區或司法管轄權區之有關法律及規定。閣下對本身的情況如有疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

供股股份

供股股份於配發、發行及繳足後將在各方面均與當時已發行股份享有同等地位。

倘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證券收納規定，未繳股款及繳足股款供股方式之股份將獲香港結算接納為合資格證券，自其各自可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。聯交所參與者間於任何交易日之交易須在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。

接納程序

閣下如全數認購供股股份的暫定配額，必須將整份暫定配額通知書連同丙欄所示須於接納供股股份時應繳的全數股款，最遲於二零零九年六月二十三日(星期二)下午四時正前⁽¹⁾(或本公司與June Glory可能書面協定之較後日期)交回股份過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712至1716室。所有股款須以港元支付，及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，並註明抬頭人為「Minmetals Land Limited — Rights Issue Account」及以「只准入抬頭人賬戶」劃線方式開出。繳付股款後，即表示已按本暫定配額通知書及供股章程所載之條款，及在本公司之組織章程及公司細則的規限下接納暫定配額。本公司將不就有關股款另發收據。所有有關本暫定配額通知書的查詢均須寄交股份過戶登記處之上述地址。

務請留意，暫定配額通知書連同丙欄所示之應繳股款須於二零零九年六月二十三日(星期二)下午四時正前由原承配人或任何已有效承讓供股權利之人士送達股份過戶登記處，否則有關暫定配額及一切有關權利將被視作已被拒絕而註銷。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可(全權酌情)視暫定配額通知書為有效，並使遞交暫定配額通知書的人士或其代表受其約束。

轉讓及分拆

閣下如欲轉讓根據暫定配額通知書暫定配發予閣下的供股股份的全部認購權，須填妥及簽署「轉讓及提名表格」(表格乙)及將本暫定配額通知書交予承讓人或接納閣下轉讓權利之人士。承讓人須填妥及簽署「登記申請表格」(表格丙)，並將本暫定配額通知書連同丙欄所示須於接納時應繳的全數股款，最遲於二零零九年六月二十三日(星期二)下午四時正前交回股份過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712至1716室。所有股款須以港元支付，及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，並註明抬頭人為「Minmetals Land Limited — Rights Issue Account」及以「只准入抬頭人賬戶」劃線方式開出。務請注意，閣下轉讓有關供股股份的認購權予承讓人時須繳付印花稅，而承讓人於接納有關權利時亦須繳付印花稅。

閣下如欲只接納閣下的供股股份的部分暫定配額，或轉讓根據暫定配額通知書暫定配發予閣下的供股股份的部分認購權，或向超過一名人士轉讓閣下全部或部分之權利，須最遲於二零零九年六月十五日(星期一)下午四時正前將此份暫定配額通知書之正本交回股份過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712至1716室，並予以註銷，而股份過戶登記處將會註銷此份暫定配額通知書之正本，並按所需數目發出新暫定配額通知書。新暫定配額通知書將於交回此份暫定配額通知書之正本後第二個營業日上午九時正後於股份過戶登記處香港中央證券登記有限公司領取，地址為香港皇后大道東183號合和中心17樓1712至1716室。務請注意，閣下轉讓有關供股股份的認購權予承讓人時須繳付印花稅，而承讓人於接納有關權利時亦須繳付印花稅。即使暫定配額通知書並未遵照有關指示填妥，本公司仍可(全權酌情)視暫定配額通知書為有效，並使遞交暫定配額通知書的人士或其代表受其約束。

終止包銷協議

倘出現以下情況，June Glory可於二零零九年六月二十六日(星期五)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：

- June Glory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
- June Glory獲悉或有合理理由相信或知悉，其本身在任何方面並無遵守不可撤回承諾項下明確指明須由其負責或對其施加之任何承諾或其他責任；或
- June Glory獲悉或有合理理由相信，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或不確；或
- (i) 章程文件於刊發時載有關於任何重大方面屬不實、不確、不完整或具誤導成分之資料；(ii)已發生或被發現存在任何事宜，而倘章程文件於當時刊發，會令當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)已發生或被發現存在任何事宜，而倘章程文件於當時刊發，會令當中存在任何重大遺漏；或(iv)本集團之業務或財務或營業狀況或前景出現任何June Glory合理認為對發行供股股份而言屬重大之不利變動；或
- 以下任何事件之發展、發生、存在或生效，包括：
 - 於香港或百慕達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
 - 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惡化(不論是屬永久性)，或發生任何超出本公司控制範圍之事件，包括但不限於政府行動、罷工、災難、危機、停工、火災、爆炸、水災、民眾騷動、戰爭、敵對事件爆發或升級(不論有否宣戰)、天然、恐怖活動、宣佈國家或國際進入緊急狀態、暴亂、治安不靖、經濟制裁、爆發疾病或流行病，包括嚴重急性呼吸系統綜合症、H5N1及豬流感以及相關或變種症；或
 - 本地、國家或國際證券市場狀況出現任何不利變動或惡化(不論是屬永久性)；或
 - 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整體證券買賣；或
 - 股份連續十(10)個營業日在聯交所暫停買賣，不包括為取得聯交所新批准刊發本公司或任何其他有關供股之公告而停牌，且June Glory合理認為(a)供股之成功與否或本集團之業務或財務狀況或前景將會受到重大不利影響；或(b)導致進行供股為不智或不當；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。

擬買賣股份或未繳股款供股股份之任何股東或其他人士如對彼之狀況有任何疑問，應諮詢本身之專業顧問。任何於截至供股條件全部達成及June Glory終止包銷協議之權利終止之日止買賣股份之股東或其他人士，及於二零零九年六月十一日(星期四)至二零零九年六月十八日(星期四)期間(包括首尾兩天)買賣未繳股款供股股份之任何人士，將因而承受供股未必成為無條件及不一定進行之風險。股東及有意投資人士買賣本公司證券時務請審慎行事。

倘若June Glory於二零零九年六月二十六日(星期五)下午四時正前行使權終止其於包銷協議項下之責任，就有關暫定配額而收取之申請股款將會不計利息以支票形式退還予申請人，退款支票將於二零零九年六月三十日(星期二)以平郵方式寄出，郵誤風險概由有關申請人承擔。

支票及銀行本票

所有支票及銀行本票將會於收訖後將立即過戶，而有關款項之所有利息將撥歸本公司所有。填妥及交回暫定配額通知書及所接納供股股份之付款支票或銀行本票，將構成認購人作出保證，表示有關支票或銀行本票將於首次過戶時兌現。在不影響本公司之其他權利的情況下，本公司保留權利拒絕受理所附之任何支票或銀行本票於首次過戶時不獲兌現之任何暫定配額通知書，在此情況下，有關供股股份之暫定配額及一切有關權利將被視作放棄，並予以取消。

股票證書

在供股之條件獲達成或豁免後，預期繳足股款供股股份之股票將於二零零九年六月三十日(星期二)以平郵寄發予成功之申請人，郵誤風險概由彼等承擔。

額外供股股份

閣下如欲申請認購多於閣下根據供股股份的獲暫定配額以外額外供股股份，必須按隨附的額外申請表格的指示填妥及簽署表格，連同申請認購額外供股股份須繳付的獨立股款，最遲於二零零九年六月二十三日(星期二)下午四時正前交回股份過戶登記處香港中央證券登記有限公司，地址為香港皇后大道東183號合和中心17樓1712至1716室。所有股款須以港元支票或銀行本票支付，支票須以在香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「Minmetals Land Limited — Excess Application Account」及以「只准入抬頭人賬戶」劃線方式開出。本公司將不就有關股款另發收據。

董事將酌情及以公平公正之基準根據下列原則分配額外供股股份：

- 認購少於一手買賣單位供股股份，且董事認為，有關申請乃為將碎股補足至一手完整買賣單位及有關申請並非意圖濫用此機制而提出，將獲優先處理；及
- 按上文第(1)項原則分配後，如有額外供股股份，則額外供股股份將按標準法，參考合資格股東申請額外供股股份之數目分配予彼等，即合資格股東申請較少數目供股股份，成功申請之比較較多，但將獲分配較少數目供股股份；而合資格股東申請較多數目供股股份，則成功申請比較較低，但將獲分配較多數目供股股份。

一般事項

暫定配額通知書連同(如適用)由獲發暫定配額通知書人士所簽署的「轉讓及提名表格」(表格乙)一經交回，即確證交回的人士有權處理暫定配額通知書及收取分拆配額的函件及/或供股股份之股票。

閣下如需要額外的供股章程，可於股份過戶登記處香港中央證券登記有限公司索取，地址為香港皇后大道東183號合和中心17樓1712至1716室。

所有文件(包括退款支票)將以平郵投遞方式寄予有關申請人或應得的人士，郵誤風險概由收件人承擔。預期有關文件於二零零九年六月三十日(星期二)寄出。

本暫定配額通知書及所有接納其中所載的要約均須受香港法律監管，並按其詮釋。

此致

列位合資格股東 台照

附註：

⁽¹⁾ 倘風暴警告於二零零九年六月二十三日(星期二)上午九時正至下午四時正期間任何本地時間在香港生效，繳付股款及接納供股股份最終時限將不會生效。在此情況下，繳付股款及接納供股股份最後時限將重定為於上午九時正至下午四時正期間任何時間並無風暴警告生效之下一個營業日下午四時正。

承董事會命
五礦建設有限公司
董事總經理
何劍波
謹啟

二零零九年六月九日

* 僅供識別

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，須出示已繳付從價印花稅的證明。

Form B
表格乙

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

(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,
Minmetals Land Limited

致：五礦建設有限公司
 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/吾等的供股股份的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。

Form C
表格丙

REGISTRATION APPLICATION FORM
登記申請表格

(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,
Minmetals Land Limited (the "Company")

致：五礦建設有限公司(「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 of association and the bye-laws of the Company.

敬啟者：
 本人/吾等謹請 貴董事會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 Shareholder(s) Please mark "X" in this box 現有股東請在本欄內填上「X」號	
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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) (all joint applicants must sign)
 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。