



雅居樂

# AGILE PROPERTY HOLDINGS LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3383)

## FORM OF PROXY FOR THE EXTRAORDINARY GENERAL MEETING

TO BE HELD ON 13 JUNE 2014

AND ANY ADJOURNMENT THEREOF

I/We<sup>1</sup> \_\_\_\_\_  
of \_\_\_\_\_  
being the registered holder(s) of <sup>2</sup> \_\_\_\_\_ shares ("Shares") of HK\$0.10  
each in the capital of Agile Property Holdings Limited (the "Company"), HEREBY APPOINT the chairman of the meeting, or<sup>3</sup>

of \_\_\_\_\_  
or failing him/her \_\_\_\_\_  
of \_\_\_\_\_

as my/our proxy to attend and act for me/us and on my/our behalf at the extraordinary general meeting of the Company to be held at the Four Seasons Grand Ballroom, Level 2, Four Seasons Hotel Hong Kong, 8 Finance Street, Central, Hong Kong at 2:45 p.m. or immediately after the conclusion of the annual general meeting which is to be held on the same day and at the same place at 2:30 p.m. whichever is later on Friday, 13 June 2014, Monday and at any adjournment thereof (the "Meeting") for the purposes of considering and, if thought fit, to pass the resolution as set out in the notice convening the Meeting and at the Meeting to vote for me/us and in my/our name(s) in respect of the resolution as indicated hereunder, and, if no such indication is given, as my/our proxy thinks fit. My/our proxy will also be entitled to vote on any matter properly put to the Meeting in such manner as he/she thinks fit.

	ORDINARY RESOLUTIONS	FOR <sup>4</sup>	AGAINST <sup>4</sup>
(a)	the market customary indemnity (the "USD Notes Indemnity") granted by the Company pursuant to Section 10 of the purchase agreement (the "USD Notes Purchase Agreement") dated 10 February 2014 entered into by and among the Company, Agricultural Bank of China Limited Hong Kong Branch, ABCI Capital Limited, The Hongkong and Shanghai Banking Corporation Limited, Industrial and Commercial Bank of China (Asia) Limited, ICBC International Capital Limited, ICBC International Securities Limited, J.P. Morgan Securities plc, Morgan Stanley & Co. International plc ("Morgan Stanley") and Standard Chartered Bank, and in favour of and for the benefit of Morgan Stanley, each person, if any, who controls Morgan Stanley within the meaning of the United States Securities Act 1933, as amended (the "Securities Act") or the United States Exchange Act 1934 (the "Exchange Act"), or each affiliate of Morgan Stanley within the meaning of the Securities Act and each officer, director, employee or their affiliates (the "USD Notes Indemnified Persons"), in relation to the issue of US\$500 million 8.375% senior notes due 2019 (the "USD Notes Issue"), whereby the Company will indemnify and hold harmless each USD Notes Indemnified Person, from and against any and all losses, claims, damages and liabilities (including but not limited to any legal costs or other expenses reasonably incurred in connection with defending or investing any such action or claim) caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Company's offering memoranda in connection with the USD Notes Issue, or (ii) any omission or alleged omission to state in the offering memoranda in connection with the USD Notes Issue a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, except for certain circumstances be and are hereby authorised, approved, confirmed and ratified;		
(b)	the market customary indemnity (the "RMB Notes Indemnity", together with the USD Notes Indemnity, the "Indemnities") granted by the Company pursuant to Section 10 of the purchase agreement (the "RMB Notes Purchase Agreement") dated 21 February 2014 entered into by and among the Company, The Hongkong and Shanghai Banking Corporation Limited, Morgan Stanley and Standard Chartered Bank (Hong Kong) Limited, and in favour of and for the benefit of Morgan Stanley, each person, if any, who controls Morgan Stanley within the meaning of the Securities Act or the Exchange Act, or each affiliate of Morgan Stanley within the meaning of the Securities Act and each officer, director, employee or their affiliates (the "RMB Notes Indemnified Persons"), in relation to the issue of RMB2,000,000,000 6.50% senior notes due 2017 (the "RMB Notes Issue"), whereby the Company will indemnify and hold harmless each RMB Notes Indemnified Person, from and against any and all losses, claims, damages and liabilities (including but not limited to any legal costs or other expenses reasonably incurred in connection with defending or investing any such action or claim) caused by (i) any untrue statement or alleged untrue statement of a material fact contained in the Company's offering memoranda in connection with the RMB Notes Issue, or (ii) any omission or alleged omission to state in the offering memoranda in connection with the RMB Notes Issue a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, except for certain circumstances be and are hereby authorised, approved, confirmed and ratified;		
(c)	that the Indemnities granted to Morgan Stanley is on normal commercial terms that are fair and reasonable so far as the Independent Shareholders are concerned and the provision of which is in the interests of the Company and shareholders of the Company as a whole; and		
(d)	the directors of the Company (the "Directors" and each a "Director") and the secretary of the Company ("Company Secretary") be, and such other persons as are authorised by any of them be, and each hereby is, authorised, in the name and on behalf of the Company, to do such further acts and things as any Director or the Company Secretary or such other person shall deem necessary or appropriate in connection with, the foregoing resolutions, including to do and perform, in the name and on behalf of the Company, all such acts and to make, execute, deliver, issue or file with any person including any governmental authority or agency, all such agreements, documents, instruments, certificates, consents and waivers, and all amendments to any such agreements, documents, instruments or certificates, the authority for the taking of any such action and the execution and delivery of such of the foregoing to be conclusively evidenced by the performance thereby.		

Date: \_\_\_\_\_

Signature<sup>5</sup>: \_\_\_\_\_

Notes:

- Full name(s) and address(es) must be inserted in BLOCK CAPITALS. The names of all joint registered holders should be stated.
- Please insert the number of shares registered in your name(s) to which this form of proxy relates. If no number is inserted, this form of proxy will be deemed to relate to all shares of the Company registered in your name(s).
- If any proxy other than the Chairman of the Meeting is preferred, strike out "the Chairman of the Meeting" and insert the name and address of the proxy in the space provided. ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALLED BY THE PERSON WHO SIGNS IT.
- IMPORTANT: If you wish to vote for a resolution, tick in the box marked "FOR". If you wish to vote against a resolution, tick in the box marked "AGAINST". If no direction is given, your proxy may vote or abstain as he/she thinks fit. Your proxy will also be entitled to vote at his/her discretion on any resolution properly put to the Meeting other than those referred to in the notice convening the Meeting.
- This form of proxy must be signed by you or your attorney duly authorised in writing or, in the case of a corporation, must be either under its common seal or under the hand of an officer or attorney duly authorised to sign the same.
- 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 notarially certified copy thereof, must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding of the Meeting or the adjourned Meeting.
- In the case of joint registered holders of any shares, any one of such persons may vote at the Meeting, either personally or by proxy, in respect of such shares as if he/she was solely entitled thereto, but if more than one of such joint registered holders be present at the Meeting, either personally or by proxy, that one of the said persons so present whose name stands first on the register of members in respect of such shares shall be accepted to the exclusion of the votes of the other joint registered holders.
- The proxy need not be a shareholder of the Company but must attend the Meeting in person to represent you.
- Completion and return of this form of proxy will not preclude you from attending and voting at the Meeting if you so wish. If you attend and vote at the Meeting, the authority of your proxy will be revoked.