

Excess Application
Form No.

IMPORTANT

Reference is made to the prospectus of TCC International Holdings Limited (the "Company") dated 4 June 2010 (the "Prospectus") in relation to the Rights Issue. Terms defined in the Prospectus bear the same meanings when used herein, unless the context requires otherwise. THIS FORM IS VALIDABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY BY THE QUALIFYING SHAREHOLDERS (NAMED BELOW WHO WISHES TO APPLY FOR EXCESS RIGHTS SHARES IN ADDITION TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM) UNDER THE RIGHTS ISSUE. APPLICATIONS MUST BE RECEIVED BY THE REGISTRAR BY NO LATER THAN 4:00 P.M. ON MONDAY, 21 JUNE 2010. IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS FORM OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER FOR INDEPENDENT ADVICE. 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. A copy of each of the Rights Issue Documents, together with the documents specified in the paragraph headed "Documents Delivered to the Registrar of Companies" in Appendix V to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to section 342C of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). Neither the Securities and Futures Commission nor the Registrar of Companies in Hong Kong takes any responsibility as to the contents of any of these documents. Dealings in the securities of the Company and the Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS and you should consult your 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 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 terms, 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 as 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 as effect from time to time. Termination of the Underwriting Agreement. The Underwriting Agreement contains customary rights of termination, if at any time prior to the Latest Time for Termination certain events have occurred, including (but not limited to): (i) any matter or circumstance arises as a result of which any of the conditions set out in the section headed "Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus has become incapable of satisfaction as at the required time; (ii) any breach of any of the Company's or TCCI's representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Banks; or there has been a breach on the part of the Company or TCCI of any other provision of the Underwriting Agreement, or the Banks have cause to believe that any such breach has occurred; (iii) any event occurs or matter arises or is discovered, which, if it had occurred before the date of the Underwriting Agreement or before any of the dates or before any time on which the representations, warranties and undertakings are deemed to be given by the Company or TCCI under the Underwriting Agreement (as the case may be) would have rendered any of those representations, warranties or undertakings untrue, inaccurate, incomplete or misleading in any respect; (iv) any statement contained in the Prospectus has become or been discovered to be untrue, inaccurate, incomplete or misleading in any respect; (v) any matter arises or is discovered which would, if the Prospectus was to be issued at the time, constitute an omission therefrom; (vi) the Company's application to the Main Board of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange; (vii) any event, act or omission occurs which gives or is likely to give rise to any liability of the Company pursuant to the indemnities contained in the Underwriting Agreement; (viii) the Company ever changes change in the business or the nature of its activities or prospects of any member of the Company; (ix) there has occurred, happened, comes into effect or become public knowledge any event, series of events or circumstances concerning or relating to (whether or not foreseeable) changes in certain financial, political, economic, legal, tax and market conditions or any event of force majeure in certain jurisdictions, which, in the sole opinion of the Banks: (a) is or will be, or is likely to be, materially adverse to the condition on the prospects of the Group or its any present or prospective Shareholder in its capacity as such a Shareholder in the secondary market; or (b) has or will have or is likely to have a material adverse impact on the success of the Rights Issue or dealings in the Rights Shares in the secondary market; or (c) makes it impossible, inadvisable or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents. If at any time prior to the Latest Time for Termination Date any such termination notice is given by the Banks, the Underwriting Agreement will terminate (save in respect of certain rights and obligations under the Underwriting Agreement) and such termination shall be without prejudice to the rights of the parties in respect of any breach of the Underwriting Agreement occurring prior to such termination and neither the Company nor the Joint Underwriters shall have any claim against the other party save that the Company shall reimburse the Banks all costs and expenses (reasonably incurred) by them in connection with the Rights Issue.

Hong Kong branch share registrar
and transfer office:
Computershare Hong Kong
Investor Services Limited
Shops 1712-1716
17th Floor, Hopewell Centre
183 Queen's Road East
Hong Kong

TCC INTERNATIONAL HOLDINGS LIMITED

台泥國際集團有限公司
(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立之有限公司)
(Stock Code: 1136)
(股份代號: 1136)

**RIGHTS ISSUE OF 1,098,544,023 RIGHTS SHARES
ON THE BASIS OF ONE (1) RIGHTS SHARE
FOR EVERY TWO (2) SHARES HELD ON THE RECORD DATE
AT THE SUBSCRIPTION PRICE OF HK\$2.10 PER RIGHTS SHARE
BY THE QUALIFYING SHAREHOLDERS
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON MONDAY, 21 JUNE 2010
FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

Registered office:
P.O. Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Head office and principal place
of business in Hong Kong:
16th Floor
Hong Kong
Diamond Exchange Building
8-10 Duddell Street
Central
Hong Kong

4 June 2010

Name(s) and address of the Qualifying Shareholder(s)

[Empty box for Name(s) and address of the Qualifying Shareholder(s)]

Application can be made only by
the Qualifying Shareholder(s)
named here.

To the Directors
TCC INTERNATIONAL HOLDINGS LIMITED

Dear Sirs,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Shares at the Subscription Price of HK\$2.10 per Rights Share, in respect of which I/we enclose a separate remittance by cheque or cashier's order drawn in favour of "TCC INTERNATIONAL HOLDINGS LIMITED - EXCESS APPLICATION ACCOUNT" for HK\$ _____ and crossed "ACCOUNT PAYEE ONLY" being the payment in full on application for the above number of excess Rights Shares.

I/We hereby request you to allot such excess Rights Shares applied for, or as may be determined by the Directors any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above the certificates for the number of excess Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application monies returnable to me/us as may be determined by the Directors. I/We undertake that allotments in respect of this application shall be at the sole discretion of the Directors and on a fair and equitable basis on the following principles:
(a) preference will be given to applications for less than a board lot of Rights Shares where it appears 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 intention to abuse this mechanism; and
(b) subject to availability of excess Rights Shares after allocation of principle (a) above, the excess Rights Shares will be allocated to Qualifying Shareholders based on a sliding scale with reference to the number of the excess Rights Shares applied by them (i.e. Qualifying Shareholders applying for a smaller number of Rights Shares are allocated with a higher percentage of successful application but will receive a lesser number of Rights Shares; whereas Qualifying Shareholders applying for a larger number of Rights Shares are allocated with a smaller percentage of successful application but will receive a higher number of Rights Shares).

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms and conditions set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such Rights Shares.

- I/we:
- **have read** the terms and conditions and application procedures set out on the pages attached to this application form for excess Rights Shares and in the Prospectus and agree to be bound by them; and
 - **agree** that this application form for excess Rights Shares, any acceptance of it and the resulting contract, will be governed by and construed in accordance with the laws of Hong Kong.

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign) Contact Telephone no.: _____

Date: _____ 2010 _____

This form should be completed in full and lodged, together with payment by cheque or cashier's order in respect of HK\$2.10 per Rights Share applied for, 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 the Registrar by no later than 4:00 p.m. on Monday, 21 June 2010. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "TCC INTERNATIONAL HOLDINGS LIMITED - EXCESS APPLICATION ACCOUNT" and crossed "ACCOUNT PAYEE ONLY". All enquiries in connection with this form of application for excess Rights Shares should be addressed to the Registrar at the above address.

Completion and return of this form together with a cheque or cashier's order in payment for the excess Rights Shares for which are the subject of this form will constitute a warranty by the applicant(s) that such cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. If any cheque or cashier's order is dishonoured on first presentation, without prejudice to the other rights of the Company, this form is liable to be rejected. No action has been taken to permit the offering of the Rights Shares or the distribution of the documents in connection with the Rights Issue in any territory other than Hong Kong. Accordingly, it is the responsibility of any person outside Hong Kong wishing to make an application for excess Rights Shares to satisfy himself/herself/itself/themselves before making the application as to the full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay taxes and duties required to be paid in any such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes in doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

You will be notified of any allotment of excess Rights Shares made to you on or about Thursday, 24 June 2010 by way of announcement. If no excess Rights Shares are allotted to you, it is expected that the surplus application monies will also be refunded to you without interest by means of a cheque despatched by ordinary post at your own risk to your registered address on or before Monday, 28 June 2010. If the number of excess Rights Shares allotted to you is less than that applied for, it is expected that the surplus application monies will also be refunded to you without interest by means of a cheque despatched by ordinary post at your own risk to your registered address on or before Monday, 28 June 2010. Any such cheque will be drawn in favour of the first-named applicant on this form. It is expected that certificates in respect of the fully-paid Rights Shares will be sent by ordinary post at your own risk to your registered address on or before Monday, 28 June 2010.

Completion and return of this form will constitute a warranty and representation to the Company that all registration, legal and regulatory requirement of all relevant jurisdictions in connection with this form and any acceptance of it have been, or will be, duly complied with. This form and all applications made pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Dealings in the Rights Shares in their nil-paid form will take place from Tuesday, 8 June 2010 to Tuesday, 15 June 2010, (both dates inclusive). The Rights Issue is conditional, inter alia, upon the fulfillment of the conditions set out under the section headed "Conditions of the Rights Issue and the Underwriting Agreement" below. The Banks are entitled under the Underwriting Agreement to terminate the Underwriting Agreement on the occurrence of certain events, including but not limited to force majeure, as described above. The Rights Issue is also subject to the Banks not terminating the Underwriting Agreement. Accordingly, the Rights Issue may or may not proceed. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form, who are in any doubt about his/her/its position, are recommended to consult his/her/its own professional adviser. Any Shareholders or other persons dealing in the Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Banks' right of termination of the Underwriting Agreement ceases) and any persons dealing in the nil-paid Rights Shares during the period from Tuesday, 8 June 2010 to Tuesday, 15 June 2010 (both dates inclusive) will accordingly bear the risk that the Rights Issue may not proceed unconditional or may not proceed.

Conditions of the Rights Issue and the Underwriting Agreement

- The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Banks not having terminated the Underwriting Agreement in accordance with the term thereof. The obligations of the Joint Underwriters under the Underwriting Agreement are conditional upon, among other things:
- (i) the granting of permission for the listing of the Rights Shares (nil-paid and fully-paid) and the permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange (the "Listing Permission") occurring by no later than three Business Days after the Record Date, and not being withdrawn prior to the Latest Time for Termination;
 - (ii) the Stock Exchange issuing a certificate authorising registration of the Prospectus with the Hong Kong Companies Registry under section 342C of the Companies Ordinance not later than the Record Date (or such later time and/or date as the Company and the Banks may agree in writing) and, following registration of the Prospectus as referred to in paragraph (iii) below, a copy of the Prospectus having been submitted to the Stock Exchange for publication on its website not later than the Record Date for such later time and/or date as the Company and the Banks may agree in writing);
 - (iii) a duly certified copy of the Prospectus (and other required documents) having been lodged with the Hong Kong Companies Registry not later than the Record Date, and the Hong Kong Companies Registry issuing a confirmation of registration letter not later than the Record Date;
 - (iv) each condition to enable the nil-paid Rights Shares to be admitted as eligible securities for deposit, clearance and settlement in CCASS (other than the Listing Permission) being satisfied on or before the Record Date and no notification having been received by the Company from HKSCC by such time that such admission or facility for holding and settlement has been or is to be refused;
 - (v) none of the Company's or TCCI's representations, warranties or undertakings contained in the Underwriting Agreement being breached, untrue, inaccurate or misleading in any material respect;
 - (vi) compliance by the Company with its obligations under the Underwriting Agreement; and
 - (vii) compliance by TCCI with its obligations under the Underwriting Agreement in connection with its irrevocable undertaking given under the Underwriting Agreement as described in the section headed "Undertaking from TCCI" in the Prospectus.

The Company shall use its best endeavours to procure the fulfillment of each of the conditions set out above (except paragraph (vii)) and TCCI shall use its best endeavours to procure the fulfillment of the condition set out in paragraph (vii) above and in particular shall furnish such information, supply such documents, pay (in the case of the Company) such fees, give such undertakings and do all such acts and things as may reasonably be required by the Banks and the Stock Exchange in connection with the listing of the Rights Shares. The Banks may at any time in writing waive any of the conditions set out above (except paragraph (ii)) or extend the time or date for fulfillment of any such condition (in which case a reference in the Underwriting Agreement to the satisfaction of such condition shall be to its fulfillment by the time or date as so extended) and such waiver or extension may be made subject to such terms and conditions as are determined by the Banks.

If any of the conditions set out above (which have not previously been waived by the Banks if capable of being waived under the Underwriting Agreement) is not fulfilled, or becomes incapable of fulfillment, at or before the time and date specified therein or, in the absence of such specification, the Latest Time for Termination (or, in any such case, such later date or dates as the Banks may agree with the Company in writing), the Underwriting Agreement (save in respect of certain rights and obligations under the Underwriting Agreement) shall terminate and no party will have any claim against any other for costs, damages, compensation or otherwise, provided that such termination shall be without prejudice to the rights of the parties in respect of any breach of the Underwriting Agreement occurring prior to such termination. All documents, including cheques for amounts due, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar. This form and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION. NO RECEIPT WILL BE GIVEN.
(For office use only)

Application no.	Number of excess Rights Shares applied for	Amount paid on application	Balance refunded
		HK\$	HK\$

* For identification purpose only