

IMPORTANT

THIS FORM IS VALUABLE BUT IS NOT TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT AND THE ACCOMPANYING PAL EXPIRES AT 4:00 P.M. ON MONDAY, 24 AUGUST 2009.

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. 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. 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.

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 arising from or in reliance upon the whole or any part of the contents of this Form. 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. 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, 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
- (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 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 (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 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.

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.

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 excess Rights Shares will be returned to the applicants without interest, by means of cheques despatched by ordinary post at the risk of such applicants on Tuesday, 1 September 2009.

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 also will not proceed. 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.



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)

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

Principal Place of Business
in Hong Kong:
28th Floor
China Overseas Building
139 Hennessy Road
Wanchai
Hong Kong

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

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

EXCESS APPLICATION FORM

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

To: The Directors
China State Construction International Holdings Limited

Dear Sir/Madam,

I/We, being the Qualifying Shareholder(s) named above, hereby irrevocably apply for _____ excess Rights Share(s) at the Subscription Price of HK\$2.79 per Rights Share under the Rights Issue in respect of which I/we enclose a separate cheque or banker's cashier order in favour of "China State Construction International Holdings Limited – Excess Application Account" and crossed "Account Payee Only" issued for HK\$ _____, being payment in full on application for the aforementioned number of excess Rights Shares and I/we hereby request you to allot such excess Rights Shares applied for, or any lesser number, to me/us and to send by ordinary post at my/our risk to the address shown above my/our share certificate(s) for the number of additional Rights Shares as may be allotted to me/us in respect of this application and/or a cheque for any application money refundable to me/us. I/We understand that 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.

I/We, hereby undertake to accept such number of additional Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and subject to the memorandum and articles of association of the Company. In respect of any additional 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 holder(s) of such Rights Shares.

1. _____ 2. _____ 3. _____ 4. _____

Signature(s) of applicant(s) (all joint applicant(s) must sign)

Date: _____, 2009.

Contact Tel No.: _____

This form should be completed and lodged, together with payment as to HK\$2.79 per Rights Share for the number of excess Rights Shares applied for, 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 must be forwarded either by cheque drawn on an account with a licensed bank in Hong Kong or by a banker's cashier order issued by a licensed bank in Hong Kong. All such cheques or banker's cashier orders must be made payable to "China State Construction 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.

All cheques and banker's cashier orders will be presented for payment immediately following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of an EAF together with a cheque or banker's cashier order in payment for the excess Rights Shares applied for will constitute a warranty by the applicant(s) that the cheque or 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 EAF in respect of which the accompanying cheque or banker's cashier order is dishonoured on first presentation. The Company may (at its sole discretion) treat an EAF 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.

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 the PAL and this 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 the PAL and this 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 an EAF 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, registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

You will be notified by the Company of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, a refund cheque for the full amount tendered on application will be posted to you at your own risk and, if the number of excess Rights Shares allotted to you is less than the number you applied for, a cheque for the surplus application monies will be posted to you at your own risk. Such posting is expected to take place on Tuesday, 1 September 2009. Any such cheque will be drawn in favour of the person(s) named on this form. It is expected that share certificate(s) in respect of the Rights Shares will be posted at your own risk on Tuesday, 1 September 2009.

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 EAF and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.

A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION NO RECEIPT WILL BE GIVEN

For office use only

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