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IMPORTANT
重要提示

IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS DOCUMENT OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本文件之內容或應採取之行動有任何疑問，應諮詢閣下之股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUESTS YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL EXPIRES AT 4:00 PM ON TUESDAY, 10 NOVEMBER 2015. 本暫定配發書有價值及可轉讓。閣下並須即時處理。本暫定配發書所載之建議邀請於二零一五年十一月十日(星期二)下午四時正截止。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this document, 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 PAL.

A copy of each of the Prospectus Documents together with the documents mentioned in the paragraph headed "Documents delivered to the registrar of companies" in Appendix III to the Prospectus have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance of Hong Kong.

閣下如欲行使其權利認購本暫定配發書指定之所有供股股份，閣下必須最遲於二零一五年十一月十日(星期二)下午四時正前將暫定配發書按照本暫定配發書印列之指示填妥並須於接納時繳付之全部股款送交過戶登記處或佳登樓時有限公司。

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Branch Registrar in Hong Kong:
香港過戶分處

Tricor Tengis Limited
Level 22, Hopewell Centre
183 Queen's Road East
Hong Kong
卓佳登樓時有限公司
香港皇后大道東183號
合和中心22樓



Principal Office in Hong Kong:
香港主要辦事處

Suites 3001-11, 30/F,
Tower Two, Times Square,
1 Matheson Street,
Causeway Bay,
Hong Kong
香港銅鑼灣
勿地臣街1號
時代廣場
二座3001-11室

Registered Office:
註冊辦事處

Canon's Court
22 Victoria Street
Hamilton HM12
Bermuda

27 October 2015
二零一五年十月二十七日

RIGHTS ISSUE OF 215,623,557 RIGHTS SHARES
AT HK\$2.20 EACH ON THE BASIS OF 1 RIGHTS SHARE
FOR EVERY 2 EXISTING SHARES HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE
BY NO LATER THAN 4:00 PM ON TUESDAY, 10 NOVEMBER 2015
供股發行215,623,557股供股股份每準為於記錄日期每持有2股現有股份
可獲配發1股供股股份每股供股股份2.20港元股款
須於二零一五年十一月十日(星期二)下午四時正前接納時繳足

PROVISIONAL ALLOTMENT LETTER
暫定配額通知書

Name(s) and address of Qualifying Shareholder(s)
合資格股東姓名及地址

[Empty box for shareholder name and address]

Total number of shares of HK\$0.005 each ("Shares") in the capital of Greater China Holdings Limited registered in your name(s) on Monday, 26 October 2015
於二零一五年十月二十六日(星期一)以閣下名義登記之Greater China Holdings Limited(大中華實業控股有限公司)*股本中每股面值0.005港元股份(「股份」)總數

[Empty box for total number of shares]

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 pm on Tuesday, 10 November 2015
暫定配發予閣下之供股股份數目，惟須待於二零一五年十一月十日(星期二)下午四時正前接納時繳足股款後方可作實

[Empty box for number of rights shares]

Total subscription money payable
應繳認購款項總額

[Empty box for total subscription money payable]

Contact telephone no. 聯絡電話號碼:

[Empty box for contact telephone number]

It should be noted that the Shares have been dealt in on an ex-rights basis from Monday, 19 October 2015 and the Rights Shares will be dealt in in their nil-paid form from Thursday, 29 October 2015 to Thursday, 5 November 2015 (both days inclusive). Such dealings will take place during a period when all the Conditions remain unfulfilled. Any Shareholder or other person dealing in the Shares during the period from now up to the date on which all the Conditions are fulfilled and any person dealing in the nil-paid Rights Shares during the period from Thursday, 29 October 2015 to Thursday, 5 November 2015 (being the first and last days of dealings in nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriting Agreement contains provisions giving the Underwriters the right to terminate their obligations thereunder, by a joint notice in writing to the Company, served prior to 6:00 p.m. on the Business Day before the Settlement Date, being Monday, 16 November 2015, if:-

- (a) in the reasonable opinion of both Underwriters, the success of the Rights Issue would be materially and adversely affected by:
(i) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which will in the reasonable opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
(ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement), of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
(iii) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the absolute opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
(iv) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the absolute opinion of both Underwriters makes it inexpedient or inadvisable to proceed with the Rights Issue.

The Underwriters shall be entitled by a joint notice in writing to rescind the Underwriting Agreement if prior to 6:00 p.m. on the Business Day before the Settlement Date, being Monday, 16 November 2015, any material breach of any of the warranties comes to the knowledge of the Underwriters and such material breach will have a material and adverse effect on the business, financial or trading position or prospect of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If the Underwriters terminate or rescind the Underwriting Agreement, the Rights Issue will not proceed. Full details of the terms of the termination of the Underwriting Agreement are set out in the Prospectus.

務請注意，股份已由二零一五年十月十九日(星期一)起以除權方式進行買賣，而供股股份將於二零一五年十月二十九日(星期四)至二零一五年十一月五日(星期四)(包括首尾兩天)以未繳股款方式進行買賣。該等買賣將於所有條件尚未達成期間內進行，因此，任何由現時起直至所有條件達成之日期間內買賣股份之股東或其他人士，以及於二零一五年十月二十九日(星期四)至二零一五年十一月五日(星期四)(即分別為買賣未繳股款供股股份首尾兩天)期間買賣未繳股款供股股份之任何人士，將須承擔供股可能不會成為無條件或可能不會進行之風險，任何擬於此期間買賣股份及/或未繳股款供股股份之股東或其他人士如對其情況有任何疑問，應諮詢其專業顧問。

董事謹請閣下注意，包銷協議載有若干條款，賦予包銷商權利，在下列情況下可於成交日期前之營業日(即二零一五年十一月十六日(星期一))下午六時正前向本公司發出書面聯合通知終止彼等於包銷協議項下之責任：

- (i) 兩名包銷商合理認為，供股之成功將因下列各項而受到重大不利影響：
(a) 倘任何新法規或現行法例或法規(或其司法詮釋)改動或發生任何性質之其他事件，而兩名包銷商合理認為將對本集團整體業務或財務或經營狀況或前景構成重大不利影響，或對供股而言屬重大不利；或
(b) 任何地方、國家或國際發生政治、軍事、財政、經濟或其他性質之事件或變動(不論屬於包銷協議日期之前及/或之後發生或持續發生之一連串事件或變動一部分與否)或任何地方、國家或國際性事件對行為或造成衝突爆發或升級或以致影響地方證券市場，而兩名包銷商合理認為可能對本集團整體業務或財務或經營狀況或前景構成重大不利影響；或
(c) 任何天災、戰爭、暴動、民衆騷亂、內亂、火災、水災、爆炸、疫症、恐怖行為、罷工或停工，而兩名包銷商合理認為將對本集團整體業務或財務或經營狀況或前景構成重大不利影響；或
(ii) 市況出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場變動、暫停或限制證券買賣，以及就本條而言之貨幣狀況變動，包括香港貨幣與美元整合全球貨幣匯價掛鈎體系變動)，而兩名包銷商合理認為導致進行供股變得不可或不智。

倘於成交日期前之營業日(即二零一五年十一月十六日(星期一))下午六時正前，包銷商得悉任何保證違任何嚴重違反，而有關嚴重違反將對本集團整體業務、財務或經營狀況或前景或供股之成功構成重大不利影響，或導致進行供股變得不可或不智，包銷商有權發出書面聯合通知終止包銷協議。

倘包銷商終止或廢除包銷協議，則供股不會進行。有關終止包銷協議條款之詳情，載於供股章程內。

NO RECEIPT WILL BE GIVEN BY THE COMPANY. 本公司將不另發收據。

* For identification purposes only
(僅供識別)



IN THE EVENT OF A TRANSFER OF RIGHTS, AD VALOREM HONG KONG STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR A TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM HONG KONG STAMP DUTY. EVIDENCE OF PAYMENT OF AD VALOREM HONG KONG STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每宗買賣均須繳納香港從價印花稅。餽贈或轉讓（並非以出售方式）實益擁有之權益亦須繳納香港從價印花稅。在本文件登記之前，須出示已繳納香港從價印花稅之證明。

Form B

FORM OF TRANSFER AND NOMINATION

表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Shares comprised herein)
(僅供擬全數轉讓其/彼等可認購於本表格所涉及供股股份之權利之合資格股東填寫及簽署)

To the Directors

Greater China Holdings Limited

致：**Greater China Holdings Limited**（大中華實業控股有限公司*）

列位董事

Dear Sirs:

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/吾等茲將本暫定配發書所列本人/吾等可認購供股股份之權利全部轉讓予接受此權利並簽署以下登記申請表格（表格丙）之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of shareholder(s) (all joint Shareholders must sign) 股東簽署（所有聯名股東均須簽署）

Date日期：二零一五年_____，2015

Note: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Share.

附註：轉讓閣下可認購有關供股股份之權利須繳納香港印花稅。

Form C

REGISTRATION APPLICATION FORM

表格丙

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares has been transferred)
(僅供承讓供股股份認購權之人士填寫及簽署)

To the Directors

Greater China Holdings Limited

致：**Greater China Holdings Limited**（大中華實業控股有限公司*）

列位董事

Dear Sirs,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms set out in this PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company.

敬啟者：

本人/吾等謹請閣下將表格甲中乙欄所列之供股股份數目以本人/吾等名義登記，本人/吾等同意按照本暫定配發書及供股章程所載之條款，並在貴公司之組織章程大綱及公司細則之限制下接納該等供股股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請於欄內填上「X」符號

To be completed in block letters in ENGLISH . Joint applicants should give one address only. 請用英文大楷填寫。聯名申請人只須填報一個地址。				
Name in English 英文姓名	Family name or Company Name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicants 姓名(續)及/或聯名申請人姓名 (if required) (如有需要)				
Address (joint applicants should give one address only) 地址(聯名申請人只須填報一個地址)				
Occupation 職業			Tel. no. 電話號碼	
Dividend instructions 派息指示				
Name and address of bank 銀行名稱及地址			Bank account no. 銀行戶口號碼	
		Account type 賬戶類別	For office use only 公司專用	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of applicant(s) (all joint applicants must sign) 申請人簽署（所有聯名申請人均須簽署）

Date日期：二零一五年_____，2015

Note: Hong Kong stamp duty is payable in connection with the acceptance of the rights to subscribe for the Rights Share.

附註：閣下接納可認購供股股份之權利須繳納香港印花稅。



大中華實業控股有限公司*
GREATER CHINA HOLDINGS LIMITED
(Incorporated in Bermuda with limited liability)
(Stock code:431)

27 October 2015

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the prospectus dated Tuesday, 27 October 2015 ("Prospectus") despatched to shareholders ("Shareholders") of Greater China Holdings Limited ("Company"), a copy of which is enclosed, the Directors have provisionally allotted to you a number of rights shares ("Rights Shares") on the basis of 1 Rights Share for every 2 existing shares of HK\$0.005 each ("Shares") held and registered in your name(s) as at Monday, 26 October 2015. Your holding of Shares as at Monday, 26 October 2015 is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms used herein shall have the same meaning as those defined in the Prospectus unless the context otherwise requires.

No provisional allotment of Rights Shares has been made to Non-Qualifying Shareholders and no PALs or EAFs are being sent to them. Arrangements will be made for Rights Shares which would otherwise be provisionally allotted to Non-Qualifying Shareholders to be sold in the market in their nil-paid form as soon as practicable after dealings in the nil-paid Rights Shares commence, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses, of more than HK\$100 will be distributed to the Non-Qualifying Shareholders on a pro rata basis and be sent to them, at their own risk, in Hong Kong dollars as soon as practicable. Any Rights Shares provisionally allotted but not accepted, together with any Rights Shares to which Non-Qualifying Shareholders would otherwise have been entitled but are not sold as described in the Prospectus, will be available for application by Qualifying Shareholders on the EAFs.

The Right Shares, when allotted and fully paid, will rank pari passu in all respects with the existing issued Shares, including the right to receive all future dividends and distributions which may be declared, paid or made.

The Prospectus and the related application forms have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus or any of the related application forms, in any territory or jurisdiction outside Hong Kong. Accordingly, no person receiving a copy of the Prospectus or any of the related application forms in any territory or 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 to nominee, agent and trustee) receiving a copy of the Prospectus or any of the related application forms outside Hong Kong and wishing to take up the Rights Shares under the Prospectus to satisfy himself/herself/itself as to the full observance of the laws of the relevant territory 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. Any acceptance by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been complied with. If you are in any doubt as to your position, you should consult your professional advisers. For the avoidance of doubt, HKSCC Nominees Limited, who subscribes the Rights Shares on behalf of CCASS Participants, is not subject to the above representations and warranties.

PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by no later than 4:00 pm on Tuesday, 10 November 2015. All remittances must be made in Hong Kong dollars and must be forwarded either by cheque drawn on a Hong Kong dollar account with a bank in Hong Kong or by a separate banker's cashier order issued by a bank in Hong Kong. All such cheques or banker's cashier orders must be made payable to "Greater China Holdings Limited – Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of Right Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been received as described above by no later than 4:00 pm on Tuesday, 10 November 2015 whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled.

EXCESS RIGHTS SHARES

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF as indicated thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 pm on Tuesday, 10 November 2015. All remittances must be in Hong Kong dollars and must be forwarded either by cheque drawn on a Hong Kong dollar account with a bank account in Hong Kong or by a separate banker's cashier order issued by a bank in Hong Kong. All such cheques or banker's cashier orders must be made payable to "Greater China Holdings Limited – Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

TRANSFER

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 person(s) to 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, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong so as to be received by no later than 4:00 pm on Tuesday, 10 November 2015. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the entire PAL must be surrendered and lodged for cancellation by no later than 4:00 pm on Monday, 2 November 2015 with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar on the second business day after your surrender of the original PAL.

TERMINATION OF UNDERWRITING AGREEMENT

It should be noted that the Shares have been dealt in on an ex-rights basis from Monday, 19 October 2015 and the Rights Shares will be dealt in in their nil-paid form from Thursday, 29 October 2015 to Thursday, 5 November 2015 (both days inclusive). Such dealings will take place during a period when the Conditions remain unfulfilled. Any Shareholder or other person dealing in the Shares during the period from now up to the date on which all the Conditions are fulfilled and any person dealing in the nil-paid Rights Shares during the period from Thursday, 29 October 2015 to Thursday, 5 November 2015 (being the first and last days of dealings in nil-paid Rights Shares respectively) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form during such period who is in any doubt about his/her/its position is recommended to consult his/her/its professional adviser.

In particular, the Directors would like to draw your attention to the fact that the Underwriting Agreement contains provisions giving the Underwriters the right to terminate their obligations thereunder by a joint notice in writing to the Company, served prior to 6:00 p.m. on the Business Day before the Settlement Date, being Monday, 16 November 2015, if:-

- (i) in the reasonable opinion of both Underwriters, the success of the Rights Issue would be materially and adversely affected by:
- (a) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which will in the reasonable opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement), of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
 - (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the absolute opinion of both Underwriters materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (ii) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of this clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the absolute opinion of both Underwriters makes it inexpedient or inadvisable to proceed with the Rights Issue.

The Underwriters shall be entitled by a joint notice in writing to rescind the Underwriting Agreement if prior to 6:00 p.m. on the Business Day before the Settlement Date, being Monday, 16 November 2015, any material breach of any of the warranties comes to the knowledge of the Underwriters and such material breach will have a material and adverse effect on the business, financial or trading position or prospect of the Group as a whole or the success of the Rights Issue or make it inadvisable or inexpedient to proceed with the Rights Issue.

If the Underwriters terminate or rescind the Underwriting Agreement, the Rights Issue will not proceed. Full details of the terms of the termination of the Underwriting Agreement are set out in the Prospectus.

CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque lodged with this PAL is not honoured upon first presentation, this PAL is liable to be rejected, and in that event the provisional allotment and all rights given pursuant to it will be deemed to have been declined and will be cancelled. No receipt will be issued for sums received on application.

SHARE CERTIFICATES AND REFUND

It is expected that certificates for the fully-paid Rights Shares will be despatched to the Qualifying Shareholders and in the case of joint Qualifying Shareholders, to the first-named Qualifying Shareholder, by ordinary post at their own risk at the address stated overleaf on Wednesday, 18 November 2015. Qualifying Shareholders will receive one share certificate for the entitlement to Rights Shares in fully-paid form.

If the Underwriters exercise the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or about Wednesday, 18 November 2015.

EFFECT OF BAD WEATHER

The latest time for acceptance of and payment for Rights Shares will not take place if there is:

- a tropical cyclone warning signal number 8 or above, or
 - a "black" rainstorm warning
- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the last acceptance date of Tuesday, 10 November 2015. Instead the latest time of acceptance of and payment for the Rights Shares will be extended to 5:00 pm on the same Business Day;
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 pm on the last acceptance date of Tuesday, 10 November 2015. Instead the latest time of acceptance of and payment for the Rights Shares will be rescheduled to 4:00 pm on the following Business Day which does not have either of those warnings in force at any time between 9:00 am and 4:00 pm.

If the latest time for acceptance of and payment for the Rights Shares does not take place on last acceptance date of Tuesday, 10 November 2015, the dates mentioned in this section may be affected. Announcement will be made by the Company on any change to the expected timetable as soon as possible.

GENERAL

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or share certificates.

The terms and conditions relating to application for the Rights Shares as contained in the Prospectus shall apply. This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Copies of the Prospectus giving details of the Rights Issue are available from Greater China Holdings Limited at Suites 3001-11, 30/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong and Tricor Tengis Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

Yours faithfully,
Shao Yonghua
Chairman