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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer and response document dated 22 June 2016 (the "Composite Document") jointly issued by Hopevision Group Ltd. (the "Offeror") and Great China Holdings Limited (the "Company"). 除文義有所指外，本表格所用詞彙與希景集團有限公司(「要約人」)及大中華集團有限公司(「本公司」)於2016年6月22日聯合刊發之隨附綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

THIS FORM FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.
本表格在閣下欲接納股份要約時使用。



GREAT CHINA HOLDINGS LIMITED

大中華集團有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 141)

(股份代號: 141)

FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER OF ORDINARY SHARES IN ALL THE ISSUED SHARES OF GREAT CHINA HOLDINGS LIMITED

大中華集團有限公司

所有已發行股份之普通股之股份要約接納及過戶表格

This form must be completed in full 本表格每項均須填寫

Share registrar and transfer office:

Union Registrars Limited — Suites 3301–04, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong

股份過戶登記處:

聯合證券登記有限公司 — 香港北角英皇道338號華懋交易廣場2期33樓3301–04室

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee hereby agrees to accept and hold the Share(s) subject to such terms and conditions.

下列「轉讓人」謹此根據本表格及綜合文件中所載之條款及條件規限下按下列代價，將以下註明轉讓人所持有之股份轉讓予下述「承讓人」，而承讓人謹此同意在上述條款及條件之規限下接納及持有相關之股份。

Total Number of Share(s) to be transferred (Note) 將予轉讓之股份數目總數(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人之全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱:	Forename(s): 名字:
	Registered address: 登記地址:	Telephone number: 電話號碼:
	CONSIDERATION 代價	HK\$3.998 in cash for each Share 每股股份現金3.998港元
TRANSFEEE 承讓人	Name: 名稱: Registered address: 註冊地址: Occupation: 職業:	Hopevision Group Ltd. 希景集團有限公司 Second Floor, Capital City, Independence Avenue, Victoria Mache, Seychelles Corporation 法團

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉讓人或其代表在下列見證人見證下簽署:

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s)/
Company chop, if applicable
轉讓人簽署/公司印蓋(如適用)

Date of submission of this form
提交本表格之日期

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名登記
持有人均須
於本欄簽署

Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:

承讓人或其代表在下列見證人見證下簽署:

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Date of Transfer 轉讓日期

For and on behalf of
代表
Hopevision Group Ltd.
希景集團有限公司

Signature of Transferee or its duly authorized agent(s)
承讓人或其正式授權代理人簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is specified or if the total number of Shares specified in this form is greater than the Shares tendered and you have signed this form, you will be deemed to have accepted the Share Offer in respect of the Shares as shall be equal to the number of the Shares tendered by you. If the number of Shares specified in this form is smaller than the Shares tendered and you have signed this form, you will be deemed to have accepted the Share Offer in respect of the Shares equal to the number of the Shares specified in this form.

附註: 請填上接納股份要約之股份總數。倘於本表格並無指定數目或倘指定之股份總數大於所提交之股份數目，而閣下已簽署本表格，則閣下將被視為就相等於閣下所提交數目之股份接納股份要約。倘於本表格指定之股份數目少於所提交之股份數目，而閣下已簽署本表格，則閣下將被視為就相等於本表格所指定數目之股份接納股份要約。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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.

If you have sold or otherwise transferred all your Shares, you should at once hand this form and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Share Offer to the Overseas Shareholders may be affected by the laws of the relevant jurisdictions. The Overseas Shareholders should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the responsibilities of the Overseas Shareholders who wish to accept the Share Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Share Offer (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such Overseas Shareholders in respect of such jurisdictions). Any acceptance of the Share Offer by the Overseas Shareholders will be deemed to constitute a representation and warranty from such person that the relevant local laws and regulatory requirements have been fully complied with by such person, and such acceptance shall be valid and binding in accordance with all applicable law. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

This form should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Share Offer. To accept the Share Offer made by CCB International Capital Limited for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$3.998 per Share, you should complete and sign this form and forward this form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required in respect thereof for the number of Share(s) in respect of which you wish to accept the Share Offer, by post or by hand, marked "Great China Holdings Limited — Share Offer" on the envelope, to the Registrar, Union Registrars Limited at Suites 3301-3304, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong as soon as practicable, but in any event so as to reach the Registrar by no later than 4:00 p.m. on Wednesday, 13 July 2016 (or such later time and/or date as the Offeror may decide and announce, with the consent of the Executive, in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this form.

FORM OF SHARE OFFER ACCEPTANCE IN RESPECT OF THE SHARE OFFER

To: The Offeror and CCB International Capital Limited

1. My/Our execution of this form (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:

- (a) my/our irrevocable acceptance of the Share Offer made by CCB International Capital Limited for and on behalf of the Offeror and contained in the Composite Document for the consideration and on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in this form or, (i) if no number is specified or, the total number of Shares specified is greater than the number of Shares tendered, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), I/we am/are deemed to have accepted the Share Offer in respect of the Shares as shall be equal to the number of the Shares tendered by me/us, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title; and (ii) if the number specified in this form is smaller than the number of Shares tendered, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the Share Offer in respect of the Shares as shall be equal to the number of the Shares specified in this form;
- (b) my/our irrevocable instruction and authority to each of the Offeror and/or CCB International Capital Limited or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer after deducting all seller's(s) ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within seven (7) business days following the date of receipt by the Registrar of all the relevant documents to render the acceptance under the Share Offer complete and valid;
(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in block capitals)
Address: (in block capitals)
- (c) my/our irrevocable instruction and authority to each of the Offeror and/or CCB International Capital Limited and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of the Offeror and/or CCB International Capital Limited and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Share Offer;
- (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct fully paid and free from all liens, claims, charges, options, equities, encumbrances or other third party rights of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, the rights to receive all future dividends and/or other distributions (if any) declared, paid or made on or after the date on which the Share Offer is made, being the date of despatch of the Composite Document;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CCB International Capital Limited and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
- (g) my/our irrevocable instruction and authority to the Offeror and/or CCB International Capital Limited or their respective agent(s) to collect from the Registrar on my/our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were share certificate(s) delivered to the Registrar together with this form; and
- (h) my/our appointment of the Offeror and/or CCB International Capital Limited as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Share Offer is made and thereafter be irrevocable.

2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and CCB International Capital Limited that (i) the number of Share(s) specified in this form will be sold fully paid and free from all liens, claims, charges, options, equities, encumbrances or other third party rights of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, the rights to receive all future dividends and/or other distributions (if any) declared, paid or made on or after the date of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, CCB International Capital Limited or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or his/her acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of the Company.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror and/or CCB International Capital Limited and/or any of their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any form(s) of share offer acceptance, share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent to me/us by ordinary post at my/our own risk.

5. I/We warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Share Offer.

6. I/We warrant to the Offeror, CCB International Capital Limited and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.

7. I/We warrant to the Offeror, CCB International Capital Limited and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Share Offer.

8. I/We acknowledge that, save as expressly provided in the Composite Document and this form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CCB International Capital Limited and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:

- (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at the Registrar at Suites 3301-3304, 33/F., Two Chinachem Exchange Square, 338 King's Road, North Point, Hong Kong;
- (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
- (c) my/our agreement not to exercise any such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

10. I/We acknowledge that my/our Shares sold to the Offeror by way of the Share Offer will be registered under the name of the Offeror and/or its nominee(s).

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, CCB International Capital Limited and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

1. Reasons for the collection of your personal data

To accept the Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Share Offer.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as the financial advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror, CCB International Capital Limited or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CCB International Capital Limited and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or CCB International Capital Limited and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, CCB International Capital Limited, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or CCB International Capital Limited and/or the Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, CCB International Capital Limited or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, CCB International Capital Limited and the Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or CCB International Capital Limited and/or the Registrar hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or CCB International Capital Limited and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, CCB International Capital Limited or the Registrar (as the case may be).

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、建銀國際金融有限公司及股份登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

如就閣下之股份接納股份要約，閣下須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據股份要約應得之代價。

2. 用途

閣下於本表格提供之個人資料可能會用作、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實或遵循本表格及綜合文件所載條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及／或其代理(例如財務顧問及股份登記處)發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以便進行權益申索；
- 遵照法例、規則或規例規定(不論法定或其他規定)作出披露；
- 有關要約人、建銀國際金融有限公司或股份登記處業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及／或使要約人、建銀國際金融有限公司及股份登記處得以履行彼等對股東及／或適用法規項下之責任及股東可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將會保密，惟要約人及／或建銀國際金融有限公司及／或股份登記處為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(不論在香港境內或香港境外地區)該等個人資料：

- 要約人、建銀國際金融有限公司、其任何代理及股份登記處；
- 為要約人及／或建銀國際金融有限公司及／或股份登記處之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他個人或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人、建銀國際金融有限公司或股份登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人、建銀國際金融有限公司及股份登記處將按收集個人資料所需用途保留本表格所收集個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

根據該條例之規定，閣下可確認要約人及／或建銀國際金融有限公司及／或股份登記處是否持有閣下之個人資料，索取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及／或建銀國際金融有限公司及／或股份登記處可就查閱任何資料之請求收取合理之手續費。查閱資料或更正資料或索取有關政策及慣例及所持資料類別之資料之所有請求，須提交予要約人、建銀國際金融有限公司或股份登記處(視情況而定)。

閣下簽署本表格即表示同意上述所有條款。