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GREENLAND HONG KONG HOLDINGS LIMITED

綠地香港控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 337)

CONNECTED TRANSACTIONS

Appointment of connected persons as contractors for construction works in respect of the Group's real estate developments

Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders



Capitalised terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" in this circular.

A letter from the Board is set out on pages 6 to 18 of this circular.

A letter from the Independent Board Committee containing its recommendations to the Independent Shareholders is set out on pages 19 to 20 of this circular.

A letter from Octal Capital containing its advice to the Independent Board Committee and the Independent Shareholders is set out on pages 21 to 36 of this circular.

A form of proxy for the EGM is enclosed with this circular. Whether or not you intend to be present at the EGM, you are requested to complete the form of proxy and return it to the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. The completion and return of a form of proxy will not preclude you from attending and voting at the EGM in person.

14 June 2017

CONTENTS

	<i>Page</i>
DEFINITIONS	1
LETTER FROM THE BOARD	6
LETTER FROM THE INDEPENDENT BOARD COMMITTEE	19
LETTER FROM OCTAL CAPITAL	21
APPENDIX — GENERAL INFORMATION	APP-1
NOTICE OF EGM	EGM-1

DEFINITIONS

In this circular and the appendix to it, unless the context otherwise requires, the following terms and expressions shall have the meanings set out below:

“associate(s)”	has the meaning as ascribed to it under the Listing Rules
“Board”	the board of Directors
“close associate(s)”	has the meaning as ascribed to it under the Listing Rules
“Company”	Greenland Hong Kong Holdings Limited (綠地香港控股有限公司), a company incorporated with limited liability in the Cayman Islands whose ordinary shares are listed on the Stock Exchange (stock code: 337)
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Construction Projects”	collectively, the Haikou Lingshan Project, the Haikou Wuyuanhe Project, the Wujiang Project, the Wuxi Project and the Kunming Project, and a “Construction Project” means any one of them
“Contractor A”	上海綠地建築工程有限公司 (Shanghai Greenland Construction Engineering Co., Ltd.*), a company established in the PRC with limited liability owned as to 100% by Greenland Holdings
“Contractor Agreements”	collectively, the Haikou Lingshan Contractor Agreement, the Haikou Wuyuanhe Contractor Agreement, the Wujiang Contractor Agreement, Wuxi Contractor Agreement and the Kunming Contractor Agreement, and a “Contractor Agreement” means any one of them
“Contractor B”	江蘇省建築工程集團有限公司 (Jiangsu Construction Engineering Co., Ltd.*), a company established in the PRC with limited liability owned as to 55% by Greenland Holdings
“Contractor C”	上海綠地建設(集團)有限公司 (Shanghai Greenland Construction (Group) Co., Ltd.*), a company established in the PRC with limited liability owned as to 49% by Greenland Holdings

DEFINITIONS

“Contractors”	collectively Contractor A, Contractor B and Contractor C, and a “Contractor” means any one of them
“Director(s)”	director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held on 4 July 2017 for the purpose of approving the Contractor Agreements
“Gluon Xima”	Gluon Xima International Limited, the immediate controlling shareholder of the Company holding approximately 59.07% of the issued share capital of the Company as at the Latest Practicable Date
“Greenland Group”	Greenland Holdings and its subsidiaries (for the purpose of this circular, excluding the Group)
“Greenland Haikou”	海口綠地鴻翔置業有限公司 (Haikou Hongxiang Property Co., Ltd.*), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Greenland Holdings”	Greenland Holdings Corporation Limited (綠地控股集團股份有限公司), a company established under the laws of the PRC and listed on the Shanghai Stock Exchange (stock code: 600606.SH), and the controlling shareholder of the Company
“Greenland Kunming Wuhua”	綠地集團(昆明五華)房地產發展有限公司 (Greenland (Kunming Wuhua) Development Co., Ltd.*), a company established in the PRC with limited liability owned as to 55% by the Company
“Greenland Lvying”	蘇州綠穎置業有限公司 (Greenland Lvying Property Co., Ltd.*), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries

DEFINITIONS

“Haikou Lingshan Contractor Agreement”	the contractor agreement dated 9 May 2017 entered into between Greenland Haikou and Contractor A in relation to the construction works to be conducted for the Haikou Lingshan Project
“Haikou Lingshan Project”	phase one of the urban renewal project to be constructed on land parcel no.A-10 situated in Meilan District, Haikou City, Hainan Province of the PRC (中國海南省海口市美蘭區)
“Haikou Wuyuan”	海口綠地五源置業有限公司 (Haikou Wuyuan Property Co., Ltd.*), a company established in the PRC with limited liability and a wholly-owned subsidiary of the Company
“Haikou Wuyuanhe Contractor Agreement”	the contractor agreement dated 9 May 2017 entered into between Haikou Wuyuan and Contractor A in relation to the construction works to be conducted for the Haikou Wuyuanhe Project
“Haikou Wuyuanhe Project”	phase one of the cultural and sport center reconstruction project to be constructed on land parcel no.C08 situated in Xiuying District, Haikou City, Hainan Province of the PRC (中國海南省海口市秀英區)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the committee of the Board comprising all the independent non-executive Directors (namely, Mr. Cheong Ying Chew, Henry, Mr. Fong Wo, Felix, JP and Mr. Kwan Kai Cheong)
“Independent Financial Adviser” or “Octal Capital”	Octal Capital Limited, a licensed corporation permitted under the SFO to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities
“Independent Shareholders”	Shareholders other than those who are required by the Listing Rules to abstain from voting on the resolutions approving the Contractor Agreements

DEFINITIONS

“Kunming Contractor Agreement”	the contractor agreement dated 9 May 2017 entered into between Greenland Kunming Wuhua and Contractor C in relation to the construction works to be conducted for the Kunming Project
“Kunming Project”	the steel and glass roof construction project to be constructed on the Roof of Block A1 Commercial Building of Yunduhui (雲都會) situated in Xishan District, Kunming City, Yunnan Province of the PRC (中國雲南省昆明市西山區)
“Latest Practicable Date”	8 June 2017, being the latest practicable date prior to the printing of this circular for the purposes of ascertaining certain information contained in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC”	the People’s Republic of China which, for the purposes of this circular only, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
“RMB”	Renminbi, the lawful currency of the PRC
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	the ordinary share(s) of HK\$0.50 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Shares
“sq.m.”	square meters
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiary(ies)”	has the meaning as ascribed to it under the Listing Rules
“Wujiang Contractor Agreement”	the contractor agreement dated 9 May 2017 entered into between Greenland Lvyang and Contractor B in relation to the construction works to be conducted for the Wujiang Project

DEFINITIONS

“Wujiang Project”	the real estate development project to be constructed in Wujiang District, Suzhou City, Jiangsu Province of the PRC (中國江蘇省蘇州市吳江區)
“Wuxi Contractor Agreement”	the contractor agreement dated 12 May 2017 entered into between Wuxi Guangcheng and Contractor B in relation to the construction works to be conducted for the Wuxi Project
“Wuxi Guangcheng”	無錫廣成地鐵上蓋置業有限公司 (Wuxi Guangcheng Metro Above-Station Property Development Co., Ltd.*), a company established in the PRC with limited liability owned as to 90% indirectly by the Company
“Wuxi Project”	the property development project to be constructed in Binhu District, Wuxi City, Jiangsu Province, the PRC (中國江蘇省無錫市濱湖區)
“%”	per cent.

For the purpose of this circular, the exchange rate RMB1.00 = HK\$1.1346 has been used for currency translation, where applicable. Such exchange rate is for illustration purposes only and does not constitute representations that any amount in RMB or HK\$ has been, could have been or may be converted at such rate.

** For identification only*

LETTER FROM THE BOARD

GREENLAND HONG KONG HOLDINGS LIMITED
綠地香港控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 337)

Executive Directors:

Mr. Chen Jun (*Chairman and Chief Executive Officer*)

Mr. Wang Weixian (*Honorary Chairman*)

Mr. Hou Guangjun (*Chief Operation Officer*)

Mr. Wu Zhengkui

Ms. Wang Xuling

Mr. You Defeng (*Chief Financial Officer*)

Registered Office:

Cricket Square

Hutchins Drive

P.O. Box 2681

Grand Cayman KY1-1111

Cayman Islands

Independent Non-executive Directors:

Mr. Cheong Ying Chew, Henry

Mr. Fong Wo, Felix, JP

Mr. Kwan Kai Cheong

*Principal place of business in
Hong Kong:*

Unit 5711, 57th Floor

The Center

99 Queen's Road Central

Hong Kong

14 June 2017

To the Shareholders

Dear Sir or Madam,

CONNECTED TRANSACTIONS

**Appointment of connected persons as contractors
for construction works in respect of the Group's real estate developments**

INTRODUCTION

It was announced that:

- (i) on 9 May 2017, Greenland Haikou, a wholly-owned subsidiary of the Company, entered into the Haikou Lingshan Contractor Agreement with Contractor A, a 100%-owned subsidiary of Greenland Holdings, to appoint Contractor A as the contractor of the Haikou Lingshan Project;
- (ii) on 9 May 2017, Haikou Wuyuan, a wholly-owned subsidiary of the Company, entered into the Haikou Wuyuanhe Contractor Agreement with Contractor A, a 100%-owned subsidiary of Greenland Holdings, to appoint Contractor A as the contractor of the Haikou Wuyuanhe Project;
- (iii) on 9 May 2017, Greenland Lvyang, a wholly-owned subsidiary of the Company, entered into the Wujiang Contractor Agreement with Contractor B, a 55%-owned subsidiary of Greenland Holdings, to appoint Contractor B as the contractor of the Wujiang Project; and

LETTER FROM THE BOARD

- (iv) on 9 May 2017, Greenland Kunming Wuhua, a 55% owned subsidiary of the Company, entered into the Kunming Contractor Agreement with Contractor C, a company owned as to 49% by Greenland Holdings, to appoint Contractor C as the contractor of the Kunming Project.

On 12 May 2017, Wuxi Guangcheng, a 90%-owned subsidiary of the Company, entered into the Wuxi Contractor Agreement with Contractor B, a 55%-owned subsidiary of Greenland Holdings, to appoint Contractor B as the contractor of the Wuxi Project.

The main purpose of this circular is to provide you with, among other things, (a) further details of the Contractor Agreements and the transactions contemplated thereunder; (b) the advice of Octal Capital to the Independent Board Committee and the Independent Shareholders in relation to the Contractor Agreements and the transactions contemplated thereunder; (c) the recommendation of the Independent Board Committee to the Independent Shareholders in relation to the Contractor Agreements and the transactions contemplated thereunder; and (d) a notice of EGM.

CONNECTED TRANSACTIONS – THE CONTRACTOR AGREEMENTS

The principal terms of the Contractor Agreements are summarised as follows:

The Haikou Lingshan Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Haikou, a wholly-owned subsidiary of the Company, as the principal (ii) Contractor A, a subsidiary of Greenland Holdings owned as to 100% by Greenland Holdings, as the contractor
Subject matter:	To undertake civil construction and installation works and ancillary engineering works (including but not limited to piping, wiring and building of roads and walls) in respect of the Haikou Lingshan Project as shown in the relevant construction drawings, and to provide quality warranty services after completion of the Haikou Lingshan Project
Project location:	Southern side of Linggui Da Road, Western side of Haiyu Da Road, Eastern side of Nanduijiang and Northern side of Guihua Road, Meilan District, Haikou City, Hainan Province of the PRC (中國海南省海口市美蘭區靈桂大道南側、海榆大道西側、南渡江東側、規劃路北側)

LETTER FROM THE BOARD

Estimated construction area:	Approximately 231,400 sq.m.
Estimated total contract sum:	RMB365,480,400 (approximately HK\$414,674,062), subject to adjustment in accordance with relevant provisions in the Haikou Lingshan Contractor Agreement
Contract period:	730 calendar days
Expected completion date:	End of July 2019

The Haikou Wuyuanhe Contractor Agreement

Date:	9 May 2017
Parties:	(i) Haikou Wuyuan, a wholly-owned subsidiary of the Company, as the principal (ii) Contractor A, a subsidiary of Greenland Holdings owned as to 100% by Greenland Holdings, as the contractor
Subject matter:	To undertake the main structural construction, plumbing and drainage works, electrical works and heating ventilation works of the stadium and the related auxiliary facilities (including pedestrian bridges, outdoor stairs, and underground rainwater pools, etc.) in respect of the Haikou Wuyuanhe Project as shown in the relevant tender drawings and bills of quantities
Project location:	Eastern side of Changbin Road, Xiuying District, Haikou City, Hainan Province of the PRC (中國海南省海口市秀英區長濱路東側)
Estimated construction area:	Approximately 90,305 sq.m.
Estimated total contract sum:	Approximately RMB347,577,713 (approximately HK\$394,361,673), subject to adjustment in accordance with relevant provisions in the Haikou Wuyuanhe Contractor Agreement
Contract period:	966 calendar days
Expected completion date:	20 March 2020

LETTER FROM THE BOARD

The Wujiang Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Lvyang, a wholly-owned subsidiary of the Company, as the principal (ii) Contractor B, a subsidiary of Greenland Holdings owned as to 55% by Greenland Holdings, as the contractor
Subject matter:	To undertake all structural construction, and electrical and plumbing and drainage installation works, and ancillary engineering works and facilities of residences, power distribution rooms, basements, security guard rooms, etc. in respect of the Wujiang Project as shown in the relevant tender documents and drawings, and construction specifications
Project location:	Southern side of Jiangling Dong Road and Western side of Pangbei Road, Wujiang District, Suzhou City, Jiangsu Province of the PRC (中國江蘇省蘇州市吳江區江陵東路南、龐北路西)
Estimated construction area:	220,818 sq.m.
Estimated total contract sum:	RMB363,030,462 (approximately HK\$411,894,362), subject to adjustment in accordance with relevant provisions in the Wujiang Contractor Agreement
Contract period:	518 calendar days
Expected completion date:	20 December 2018

The Wuxi Contractor Agreement

Date:	12 May 2017
Parties:	(i) Wuxi Guangcheng, a 90%-owned subsidiary of the Company, as the principal (ii) Contractor B, a subsidiary of Greenland Holdings owned as to 55% by Greenland Holdings, as the contractor

LETTER FROM THE BOARD

Subject matter:	To undertake all structural construction, and electrical and plumbing and drainage installation works, and ancillary engineering works and facilities of residences, power distribution rooms, basements, security guard rooms, etc. in respect of the Wuxi Project as shown in the relevant tender documents and drawings, and construction specifications
Project location:	Eastern side of Lihu Avenue, Northern side of Juqu Road, Southern side of Qingyuan Road and Western side of Pinghu Road, Binhu District, Wuxi City, Jiangsu Province, the PRC (中國江蘇省無錫市濱湖區蠡湖大道東、具區路北、清源路南、平湖路西)
Estimated construction area:	116,872 sq.m.
Estimated total contract sum:	RMB165,163,759 (approximately HK\$187,394,801), subject to adjustment in accordance with relevant provisions in the Wuxi Contractor Agreement
Contract period:	912 calendar days
Expected completion date:	30 December 2019

The Kunming Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Kunming Wuhua, a 55%-owned subsidiary of the Company, as the principal (ii) Contractor C, an associate of Greenland Holdings owned as to 49% by Greenland Holdings, as the contractor
Subject matter:	To undertake steel and glass roof construction works, supply and installation of sites related facilities (including but not limited to the supply of steel structures, glass roofs and auxiliary construction materials) and ancillary engineering works in respect of the Kunming Project
Project location:	Xifu Road, Xishan District, Kunming City, Yunnan Province of the PRC (中國雲南省昆明市西山區西福路)
Estimated construction area:	Approximately 24,832 sq.m.

LETTER FROM THE BOARD

Estimated total contract sum: Approximately RMB3,489,408 (approximately HK\$3,959,082), subject to adjustment in accordance with relevant provisions in the Kunming Contractor Agreement

Contract period: 112 calendar days

Expected completion date: 30 October 2017

Payment terms

The total contract sum (subject to adjustments) payable under each Contractor Agreement shall be payable in stages based on the progress of the construction works. The final total contract sum under each Contractor Agreement is subject to adjustment, which is based on the settlement amount stated in the final settlement report to be prepared by an independent surveyor (the “**Final Settlement Report**”). The Final Settlement Report is to be confirmed and signed by the parties to the relevant Contractor Agreement. In general, 70% of the estimated total contract sum shall have been fully paid up following completion and acceptance of the construction works, and 95% of the adjusted total contract sum shall have been fully paid up within one or two years from the date on which the Final Settlement Report on the total construction costs payable under the relevant Contractor Agreement is issued or from the date of the final settlement. The remaining 5% of the adjusted total contract sum payable under each Contractor Agreement shall be withheld as warranty payment and shall, subject to deductions due to necessary repair works, be released (i) in two instalments to the relevant Contractors, the last instalment of which shall be released after the expiry of a 5-year warranty period for the Haikou Lingshan Contractor Agreement, the Haikou Wuyuanhe Contractor Agreement, the Wujiang Contractor Agreement and the Wuxi Contractor Agreement for their respective construction works; and (ii) in two instalments to the relevant Contractor, the last instalment of which shall be released after the expiry of a 2-year warranty period for the Kunming Contractor Agreement for the construction works.

The total contract sum of each Contractor Agreement will be adjusted in response to fluctuation in the market price of certain major construction materials when such fluctuation is larger than the threshold agreed upon under each Contractor Agreement, which threshold ranges from $\pm 5\%$ to $\pm 10\%$.

In the event the market price of the relevant construction materials is higher than the pre-agreed threshold, the adjustment mechanism and formula is as follows:

$$\text{Adjusted Price} = \text{Contract Price} + \left[\text{Average Price} - \frac{\text{Pre-agreed Reference Price}}{\text{Pre-Agreed Threshold}} \times (1 + \text{Pre-Agreed Threshold}) \right]$$

LETTER FROM THE BOARD

In the event the market price of the relevant construction materials is lower than the pre-agreed threshold, the adjustment mechanism and formula is as follows:

$$\text{Adjusted Price} = \text{Contract Price} - \left[\text{Pre-agreed Reference Price} \times \left(1 - \frac{\text{Pre-Agreed Threshold}}{\text{Average Price}} \right) - \text{Average Price} \right]$$

Notes:

“Adjusted Price” means the adjusted price of the relevant construction materials

“Contract Price” means the original price of the major construction materials contracted under the relevant Contractor Agreement

“Average Price” means the average price of the relevant construction materials during the period of price estimation

“Pre-agreed Reference Price” means the pre-agreed reference price contracted under the relevant Contractor Agreement

“Pre-agreed Threshold” means the pre-agreed threshold (ranging from ±5 to ±10) in respect of the fluctuation of the relevant market price of the major construction materials contracted under the relevant Contractor Agreement

The above adjustment is based on dollar-to-dollar basis and is in line with the market practice of the construction industry in the PRC. The actual adjustment shall be determined based on the Final Settlement Report, and there is no agreed maximum amount of the total contract sum under each Contractor Agreement. According to the Company’s previous experience and practice, the adjustments to the total contract sum of similar contractor agreements did not exceed 5% of the total contract sum of the relevant contractor agreement. As such, in the event that the adjustment to any of the Contractor Agreements exceeds 5% of its total contract sum, the Company will seek for the Independent Shareholders’ approval for the relevant adjustment and the revised total contract sum of such Contractor Agreement at extraordinary general meeting of the Company, and will enter into a supplemental agreement with the relevant contractor to govern the relevant adjustment.

Basis of determining the total contract sum

In respect of the PRC construction projects which involve investment by the PRC government or acquisition by the PRC government after completion the development, prior approval of the estimated budget of the relevant construction projects shall be obtained from the PRC government authorities. As such, the estimated total contract sum payable under such kind of construction projects of the Group is determined with reference to the approvals granted by the relevant PRC government authorities.

Haikou Wuyuanhe Project is related to a stadium construction, which will be acquired by the PRC government after completion of the development. Hence, the total contract sum (subject to adjustments) payable under the Haikou Wuyuanhe Contractor Agreement was negotiated on an arm’s length basis and determined with reference to the approvals granted by the relevant PRC governmental authorities and the fees payable by the Group to independent third parties for construction works of a similar nature, and current local rules and regulations in force in Haikou that govern the fees (in that the rules or regulations provided for the estimated expected quantities of materials to be used in a construction project) that may be charged in respect of the construction works to be conducted under the Haikou Wuyuanhe Contractor Agreement. Prior to the granting of the aforesaid governmental approval, the relevant estimated budget of the project had been submitted to the relevant PRC governmental authorities for their review.

LETTER FROM THE BOARD

For the construction projects which are developed and sold solely by the Group, e.g. the residential and commercial properties projects (such as Haikou Lingshan Project, Wujian Project, Wuxi Project and Kunming Projects), no such PRC government approvals are required. Haikou Lingshan Project, Wujiang Project and Wuxi Project are related to residential property construction; and Kunming Project is related to steel and glass roof construction.

The total contract sum (subject to adjustments) payable under the each of the Haikou Lingshan Contractor Agreement, Wujiang Contractor Agreement and Wuxi Contractor Agreement was negotiated on an arm's length basis and determined with reference to the fees payable by the Group to independent third parties for construction works of a similar nature and current local rules and regulations in force where the relevant Construction Project is located that govern the fees (in that the rules or regulations provided for the estimated expected quantities of materials to be used in a construction project) that may be charged in respect of the construction works to be conducted under the relevant Contractor Agreement. However, no prior governmental approval for the estimated budgets of the relevant Construction Projects were required.

All the Contractor Agreements were determined also with reference to current local rules and regulations governing construction fees. The estimated total contract sum of each Construction Project was arrived at by totalling up the estimated amount of required construction work (in terms of man-days and quantity of construction materials) set out in the relevant local rules and regulations stated below multiplied by the current reference market prices for the relevant province for such man-days and construction materials as published in writing and/or on-line at the website of the relevant PRC government authority from time to time. Moreover, the Contractors require to comply with the 《建設工程工程量清單計價規範》 (“**Code of Bills of Quantities and Valuation for Construction Works**”) in the determination of the man-days and the quantity of construction materials being adopted in the Construction Projects. Under the aforesaid code, (i) a principal is required to rely on several factors to estimate the amount of construction work and number of man-days for each construction project, mainly including proposed size of construction area and nature of the construction; and (ii) a contractor is required to submit relevant construction plan containing number of man-days and quantity of construction materials to its principal for approval before procurement of certain materials for construction project. Each Contractor Agreement adopted the similar calculation method. The Group engaged independent surveyors to assist it to estimate the man-days and the quantity of construction materials of each Construction Project.

Such rules and regulations are set out as follows:

- (1) in the case of the Haikou Lingshan Project and the Haikou Wuyuanhe Project:
 - 《海南省房屋建設與裝飾工程計價定額(2011)》 (“2011 Hainan Province Building Construction and Decoration Projects Price Determination Estimate Norm”);
 - 《海南省安裝工程綜合定額(常用冊2008)》 (“2008 Hainan Province Installation Projects Consolidated Estimate Norm”);

LETTER FROM THE BOARD

- 《海南省市政工程計價定額(2011)》(“2011 Hainan Province Municipal Project Estimate Norm”);
- 《海南省園林工程綜合定額(2005)》(“2005 Hainan Province Landscape Projects Consolidated Estimate Norm”);
- 《海南省裝飾工程綜合定額(2008)》(“2008 Hainan Province Decoration Projects Consolidated Estimate Norm”);
- 《海南省房屋修繕工程綜合定額(2007)》(“2007 Hainan Province Housing Renovation Projects Consolidated Estimate Norm”); and
- 《建設工程工程量清單計價規範(2008)》(“2008 Code of Valuation with Bill Quantity of Construction Works”).

(2) in the case of the Wujiang Project and the Wuxi Project:

- 《江蘇省建築與裝飾工程計價表(2004)》(“2004 Jiangsu Province Construction and Decoration Project Pricing Schedule”);
- 《江蘇省安裝工程計價表(2004)》(“2004 Jiangsu Province Installation Project Pricing Schedule”);
- 《江蘇省建施工程費用定額(2009)》(“2009 Jiangsu Province Construction Project Fee Estimate Norm”); and
- 《建設工程工程量清單計價規範》(“Bill of Quantities of Construction Works”) (GB50500-2013).

(3) in the case of the Kunming Project:

- 《雲南省建築工程消耗量定額》(“Yunnan Province Construction Project Consumption Rate Estimate Norm”);
- 《雲南省裝飾裝修工程消耗量定額》(“Yunnan Province Decoration Project Consumption Rate Estimate Norm”);
- 《雲南省建設工程措施計價辦法》(“Yunnan Province Construction Project Stage Price Determination Method”);
- 《雲南省建設工程造價計價規則》(“Yunnan Province Construction Project Price Determination Regulation”);
- 《雲南省施工機械台班費用計價辦法》(“Yunnan Province Construction Machinery Fees Determination Method”); and

LETTER FROM THE BOARD

- 《雲南省安裝工程消耗量定額》(“Yunnan Province Installation Project Consumption Rate Estimate Norm”).

All the above rules and regulations are applicable to all the construction projects of the Group located in the relevant locations and outsourced to main contractors for construction works. The cost control department of the Group would oversee the process of the determination of the construction costs and subcontracting fees to ensure that all the rules and regulations have been complied before any commencement of each construction projects of the Group.

Before finalising the total contract sum, the Group also compared the fees payable by the Group to independent third parties as well as the connected persons for construction works of a similar nature. When comparing such fees, the Group primarily considered the average cost per square meter, the project’s construction work costs and the price charged for previous projects. The Company have compared the payment terms and the pricing terms of each of the Contractor Agreements offered to the Contractors with that offered to the independent third parties to ensure that they are no less favourable to the Group than the terms provided by independent third parties. Notwithstanding that the price for construction works is determined with reference to the regulations and the market price published by the relevant PRC governmental authorities, the contract price quoted by the Contractors to the Company are different from those of the independent third parties on the ground that, in comparison to the independent third parties, the Contractors acquire the construction materials at difference price due to different levels of business relationships with the suppliers, and different time spent on the projects due to different skill levels.

The Directors (excluding Mr. Chen Jun and Mr. Wu Zhengkui, who abstained from voting at the meeting of the Board due to conflict of interest) consider that the total contract sum payable (subject to adjustments) under each of the Contractor Agreements is fair and reasonable.

Funding

The total contract sum (subject to adjustments) payable under each of the Contractor Agreements is expected to be funded by the internal resources of the Group.

GENERAL INFORMATION

The Group is principally engaged in real estate development in various cities in the PRC including Shanghai, Ningbo, Kunming, Huangshan, Suzhou, Changshu, Wuxi, Xuzhou, Haikou, Nanning and Taiyuan.

Greenland Holdings is an enterprise headquartered in Shanghai, PRC and is principally engaged in real estate, energy and finance business. Greenland Holdings indirectly holds approximately 59.07% of the entire issued share capital of the Company.

LETTER FROM THE BOARD

Contractor A, Contractor B and Contractor C are principally engaged in undertaking industrial and civil construction works, interior and exterior construction, installation and decoration works and construction of urban roads.

REASONS FOR AND BENEFITS OF ENTERING INTO THE CONTRACTOR AGREEMENTS

The Contractors have extensive experience in the construction business in the PRC. The Directors believe that engaging the Contractors to carry out the construction works in respect of the Construction Projects will allow the Group to capitalise on the expertise of the Contractors and ensure the construction works are completed up to the standards desired by the Company.

The Board (including the independent non-executive Directors who have taken into account the advice of Octal Capital) considers that the Contractor Agreements were entered into in the ordinary and usual course of business of the Group, and the transactions contemplated thereunder are in the ordinary and usual course of business of the Group, and that the terms of each of the Contractor Agreements have been negotiated on an arm's length basis and are normal commercial terms which are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

Mr. Chen Jun and Mr. Wu Zhengkui, due to conflict of interest, were required to abstain from voting on the resolutions approving, among others and the Contractor Agreements at the Board meeting.

LISTING RULES IMPLICATIONS

As at the Latest Practicable Date, Greenland Holdings and its associates indirectly holds an aggregate interest in 1,650,244,409 Shares, representing an approximate 59.07% of the entire issued ordinary share capital and the voting rights of the Company. Contractor A, Contractor B and Contractor C are owned as to 100%, 55% and 49% by Greenland Holdings respectively. Accordingly, each of the Contractors is an associate of Greenland Holdings and a connected person of the Company.

As the highest applicable percentage ratio for the Contractor Agreements on an aggregate basis exceeds 5%, the Contractor Agreements constitute connected transactions for the Company subject to the reporting, announcement and independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

Each of the Haikou Lingshan Contractor Agreement, Haikou Wuyuanhe Contractor Agreement, the Wujiang Contractor Agreement, the Wuxi Contractor Agreement and the Kunming Contractor Agreement will not come into effect until such time as the transaction contemplated under the respective agreement has been approved by the Board and the Independent Shareholders in the EGM by poll.

Greenland Holding and its associates (including Gluon Xima) will be required to abstain from voting on the shareholders' resolutions in relation to the Contractor Agreements. Save as disclosed, as at the Latest Practicable Date, the Company is not aware

LETTER FROM THE BOARD

of any other Shareholder which would be required to abstain from voting in respect of the transactions contemplated under each of the Contractor Agreements.

The Independent Board Committee, comprising all independent non-executive Directors, has been formed to consider, and to advise the Independent Shareholders on, the fairness and reasonableness of the terms of the Contractor Agreements. Octal Capital has been appointed as the independent financial adviser to make recommendations to the Independent Board Committee and the Independent Shareholders in respect of the same.

EGM AND PROXY ARRANGEMENT

The notice convening the EGM is set out in pages EGM-1 to EGM-2 of this circular. At the EGM, ordinary resolutions will be proposed to approve the terms of the Contractor Agreements and the transactions contemplated thereunder.

As the register of members will not be closed for the purpose of determining the Shareholders' eligibility to attend and vote at the EGM, Shareholders who are entitled to vote at the above meeting are those whose names appear as shareholders on the register of members of the Company as at the close of business on 27 June 2017. In order to qualify for attending and voting at the EGM, unregistered holders of Shares should ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 27 June 2017.

Whether or not you intend to attend the EGM (or any adjournment thereof), please complete and return the enclosed form of proxy in accordance with the instructions printed on the form of proxy as soon as practicable, but in any event not less than 48 hours before the time appointed for holding the EGM (or any adjournment thereof), to the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong. Completion and return of the form of proxy will not preclude you from attending and voting at the EGM (or any adjournment meeting) if you so wish and, in such event, the instrument appointing a proxy will be deemed to be revoked.

Pursuant to rule 13.39(4) of the Listing Rules, the resolutions proposed to be approved at the EGM will be taken by poll and an announcement will be made by the Company after the EGM on the results of the EGM.

If a Typhoon Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force at or at any time after 12:00 noon on the date of EGM, the EGM will be adjourned. The Company will post an announcement on its website (www.greenlandhk.com) and the HKEXnews website (www.hkexnews.hk) to notify shareholders of the date, time and place of the adjourned meeting. The EGM will be held as scheduled when an Amber or a

LETTER FROM THE BOARD

Red Rainstorm Warning Signal is in force. Shareholders should decide on their own whether they would attend the EGM under bad weather conditions bearing in mind their own situations.

RECOMMENDATIONS

The Independent Board Committee, having taken into account the advice of Octal Capital, considers that the terms of Contractor Agreements are on normal commercial terms and fair and reasonable, and are also in the interest of the Company and its Shareholders as a whole. Accordingly, the Independent Board Committee recommends the Independent Shareholders to vote in favour of the resolutions in relation to the Contractor Agreements to be proposed at the EGM. The text of the letter from the Independent Board Committee is set out on pages 19 and 20 of this circular, and the text of the letter from Octal Capital is set out on pages 21 to 36 of this circular.

ADDITIONAL INFORMATION

Your attention is also drawn to the additional information as set out in the appendix to this circular.

By order of the Board
Greenland Hong Kong Holdings Limited
Chen Jun
Chairman

* *For identification only*

GREENLAND HONG KONG HOLDINGS LIMITED

綠地香港控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 337)

14 June 2017

To the Independent Shareholders

Dear Sir or Madam,

CONNECTED TRANSACTIONS

**Appointment of connected persons as contractors
for construction works in respect of the Group's real estate developments**

We refer to the circular dated 14 June 2017 of the Company ("**Circular**") of which this letter forms part. Terms defined in the Circular bear the same meanings herein unless the context otherwise requires.

We have been appointed as members of the Independent Board Committee to consider and to advise the Independent Shareholders whether the terms of each of the Contractor Agreements are fair and reasonable and whether the transactions contemplated thereunder are in the interests of the Company and the Shareholders as a whole, taking into account the recommendations of the independent financial adviser appointed to advise us.

Octal Capital has been appointed as the independent financial adviser to advise us and the Independent Shareholders in the above mentioned context. Your attention is drawn to the "Letter from the Board" and the "Letter from Octal Capital" in the Circular, which contain, *inter alia*, information about the Contractor Agreements and the advice from Octal Capital in respect of the transactions contemplated under the Contractor Agreements.

Having taking into account the reasons for and benefits of the transactions contemplated under the Contractor Agreements, the principal factors and reasons considered by Octal Capital in arriving at its opinion regarding such transactions as set out in the "Letter from Octal Capital" on pages 21 to 36 of the Circular, we consider that the entry into the Contractor Agreements are in the usual and ordinary course of business of the Company and that the terms of the Contractor Agreements and the transactions contemplated thereunder are on normal commercial terms, fair and reasonable and in the interests of the Company and the Shareholders as a whole.

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

Accordingly, we recommend that the Independent Shareholders vote in favour of the ordinary resolutions as set out in the notice of EGM to be held on 4 July 2017 and thereby approve the transactions contemplated under the Contractor Agreements.

Yours faithfully

For and on behalf of

Independent Board Committee

Cheong Ying Chew, Henry

Independent

Non-executive

Director

Fong Wo, Felix, JP

Independent

Non-executive

Director

Kwan Kai Cheong

Independent

Non-executive

Director

LETTER FROM OCTAL CAPITAL

The following is the letter of advice from Octal Capital to the Independent Board Committee and the Independent Shareholders, which has been prepared for the purpose of inclusion in this circular.



802-805, 8/F, Nan Fung Tower
88 Connaught Road Central
Hong Kong

14 June 2017

To the Independent Board Committee and the Independent Shareholders

Dear Sirs,

CONNECTED TRANSACTIONS

Appointment of connected persons as contractors for construction works in respect of the Group's real estate developments

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Contractor Agreements, details of which are set out in the letter from the Board (the "**Letter from the Board**") contained in the circular of the Company dated 14 June 2017 (the "**Circular**"), of which this letter forms a part. Unless the context requires otherwise, capitalised terms used in this letter shall have the same meanings as ascribed to them under the section headed "Definitions" in the Circular.

The Board announced that on 9 May 2017,

- (i) Greenland Haikou, a wholly-owned subsidiary of the Company, entered into the Haikou Lingshan Contractor Agreement with Contractor A to appoint Contractor A as the contractor of the Haikou Lingshan Project;
- (ii) Haikou Wuyuan, a wholly-owned subsidiary of the Company, entered into the Haikou Wuyuanhe Contractor Agreement with Contractor A to appoint Contractor A as the contractor of the Haikou Wuyuanhe Project;
- (iii) Greenland Lvyang, a wholly-owned subsidiary of the Company, entered into the Wujiang Contractor Agreement with Contractor B to appoint Contractor B as the contractor of the Wujiang Project;
- (iv) Wuxi Guangcheng, a 90%-owned subsidiary of the Company, proposes to enter into the Wuxi Contractor Agreement with Contractor B to appoint Contractor B as the contractor of the Wuxi Project; and
- (v) Greenland Kunming Wuhua, a 55% owned subsidiary of the Company, entered into the Kunming Contractor Agreement with Contractor C to appoint Contractor C as the contractor of the Kunming Project.

LETTER FROM OCTAL CAPITAL

As at the Latest Practicable Date, Greenland Holdings indirectly holds approximately 59.07% of the entire issued ordinary share capital of the Company. Contractor A, Contractor B and Contractor C are owned as to 100%, 55% and 49% by Greenland Holdings respectively. Accordingly, each of the Contractors is an associate of Greenland Holdings and a connected person of the Company.

As the highest applicable percentage ratio for the Contractor Agreements on an aggregate basis exceeds 5%, the Contractor Agreements constitute connected transactions for the Company subject to the reporting, announcement and independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

Greenland Holdings and its associates, shall abstain from voting on the proposed resolutions to approve the transaction contemplated under the Contractor Agreements at the EGM. Save for the aforesaid and to the best of the knowledge, information and belief of the Directors after having made all reasonable enquiries, as at the Latest Practicable Date, no other Shareholder is interested in the transaction contemplated under the Contractor Agreements.

An independent board committee, comprising all the independent non-executive Directors, namely Mr. Cheong Ying Chew, Henry, Mr. Fong Wo, Felix, JP, and Mr. Kwan Kai Cheong, has been established to advise the Independent Shareholders as to whether the terms of the Contractor Agreements are fair and reasonable and the transactions contemplated thereunder are fair and reasonable so far as the Independent Shareholders are concerned, conducted on normal commercial terms or better and in the ordinary and usual course of business of the Group, and in the interests of the Company and the Shareholders as a whole; and to give a recommendation to the Independent Shareholders in respect of the voting on the resolutions to be proposed at the EGM.

We, Octal Capital, have been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders on the Contractor Agreements in this regard. We are not connected with the directors, chief executive and substantial shareholders of the Company or Greenland Holdings or any of their respective subsidiaries or their respective associates and do not have any shareholding, directly or indirectly, in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group as at the Latest Practicable Date and therefore is considered suitable to give independent advice to the Independent Shareholders. During the last two years, there was no previous engagement between us and the Company, Greenland Holdings, Contractor A, Contractor B, Contractor C or any of their respective subsidiaries or associates. Apart from normal professional fees payable to us in connection with this appointment, no arrangement exists whereby we will receive any fees or benefits from the Group or the directors, chief executive and substantial shareholders of the Company or Greenland Holdings or any of its subsidiaries or their respective associates.

In formulating our opinion, we have relied on the accuracy of the information and representations contained in the Circular and have assumed that all information and representations made or referred to in the Circular as provided by the management of the

LETTER FROM OCTAL CAPITAL

Company were true at the time they were made and continue to be true as at the date of the Circular. We have also relied on our discussion with the management of the Company regarding the Contractor Agreements including the information and representations contained in the Circular. We have also assumed that all statements of belief, opinion and intention made by the management of the Company respectively in the Circular were reasonably made after due enquiry. We consider that we have reviewed sufficient information to reach an informed view, to justify our reliance on the accuracy of the information contained in the Circular and to provide a reasonable basis for our advice. We have no reason to suspect that any material facts have been omitted or withheld from the information contained or opinions expressed in the Circular nor to doubt the truth, accuracy and completeness of the information and representations provided to us by the management of the Company. We will not, however, conduct an independent in-depth investigation into the business and affairs of the Group, Greenland Holdings, Contractor A, Contractor B, Contractor C and their respective associates, nor will we carry out any independent verification of the information supplied to us.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion in respect of the Contractor Agreements, we have considered the following principal factors and reasons:

1. Reasons for and benefits of the Contractor Agreements

The Group is principally engaged in real estate development in various cities in the PRC including Shanghai, Ningbo, Kunming, Huangshan, Suzhou, Changshu, Wuxi, Xuzhou, Haikou, Nanning and Taiyuan.

Greenland Holdings is an enterprise headquartered in Shanghai, PRC and is principally engaged in real estate, energy and finance business. Greenland Holdings indirectly holds approximately 59.07% of the entire issued share capital of the Company.

Contractor A is a subsidiary of Greenland Holdings owned as to 100% by Greenland Holdings, and is principally engaged in undertaking industrial and civil construction works, interior and exterior construction, installation and decoration works and construction of urban roads. According the company profile documents including relevant documents issued by relevant authorities of the PRC and the website of Ministry of Housing and Urban-Rural Development of the PRC (住房和城鄉建設部) (the “**Department Website**”), Contractor A was established in 1996 with a registered capital of RMB625 million and possesses the necessary licenses including of Building Construction General Contracting Class 1 (建築工程施工總承包一級) and Foundation Engineering Professional Contracting Works Class 2 (地基基礎工程專業承包二級).

Contractor B is a subsidiary of Greenland Holdings owned as to 55% by Greenland Holdings, and is principally engaged in undertaking industrial and civil construction works, interior and exterior construction, installation and decoration works and construction of urban roads. According the company profile documents including relevant documents issued by relevant authorities of the PRC and the Department Website, Contractor B was established in 1987 with a registered capital of RMB100.7

LETTER FROM OCTAL CAPITAL

million and possesses the necessary licenses mainly including Building Construction General Contracting Premium Qualification (建築工程施工總承包特級), Engineering Design (Construction Industry) Certificate Grade A (工程設計建築行業甲級), Design and Construction of Building Decoration Class 1 (建築裝飾裝修工程設計與施工一級), Intelligent Building Engineering Design and Construction Class 2 (建築智能化工程設計與施工二級), Roadway Project Construction General Contracting Class 2 (公路工程施工總承包二級) and Petrochemical Engineering Construction Contracting Class 3 (石油化工工程施工總承包三級).

Contractor C is an associate of Greenland Holdings owned as to 49% by Greenland Holdings, and is principally engaged in undertaking industrial and civil construction works, interior and exterior construction, installation and decoration works and construction of urban roads. According the company profile documents including relevant documents issued by relevant authorities of the PRC and the Department Website, Contractor C was established in 1981 with a registered capital of RMB300 million and possesses the necessary licenses mainly including Qualification for Building Construction General Contracting Class 1 (建築工程施工總承包一級), Building Decoration Engineering Contracting Class 1 (建築裝修裝飾工程專業承包一級), Smelting Works Construction Contracting Class 1 (冶煉工程施工總承包一級), Municipal Public Works Construction Main Contracting Class 1 (市政公用工程施工總承包一級) and Steel Structure Engineering Contracting Class 1 (鋼結構工程專業承包一級).

According to the relevant PRC laws and regulations, enterprises contracted to undertake construction related projects must obtain the relevant requisite licenses and qualifications before being allowed to undertake those contracting projects within a permitted scope. We have reviewed the permitted scope of the licenses and qualifications of the Contractors and noted that the scopes of the Construction Projects are within the scopes of those licenses and qualifications which mainly include maximum building height, maximum gross floor area, specific foundation work and specific steel structure engineering. Therefore, we are of the view that the Contractors possess necessary licenses and qualification to undertake the Construction Projects.

As set out in the Letter from the Board, the Contractors have extensive experience in the construction business in the PRC. The Directors believe that engaging the Contractors to carry out the construction works in respect of the Construction Projects will allow the Group to capitalise on the expertise of the Contractors and ensure the construction works are completed up to the standards desired by the Company. We understand from the Department Website that the Contractors participated in a number of large residential building construction projects in the PRC for past several years. Moreover, based on our discussion with the management of the Company, we understand that the Group has engaged Contractor A, Contractor B and Contractor C to carry out construction projects for approximately 3 years, 1 year and 3 years respectively. Except the Construction Projects, the Contractors have undertaken more than 16 construction projects subcontracted by the Group, of which 2 of them have been successfully completed as at the Latest Practicable Date. Among those construction projects, the Contractors have been able to meet timelines of construction projects and have not involved in any dispute with the Group with regard to settlement, construction progress and construction work such that the Group and the Contractors have been able to work effectively and efficiently.

LETTER FROM OCTAL CAPITAL

Having considered (i) the capability of the Contractors to carry out the Construction Projects; (ii) the proven track records of the Contractors; and (iii) the long-term and efficient cooperation relationship with the Contractors, we are of the view that engaging the Contractors to handle the Construction Projects, which will allow the Group to (i) capitalize on the expertise of the Contractors; (ii) ensure the construction works are completed up to the standards required by the Company; and (iii) mitigate the risk arising from identifying third parties contractors to carry out construction works, is in the ordinary and usual course of business of the Group, are in the interest of the Company and the independent Shareholders as a whole.

2. PRINCIPAL TERMS OF THE CONNECTED TRANSACTIONS

2.1 The Haikou Lingshan Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Haikou, a wholly-owned subsidiary of the Company, as the principal (ii) Contractor A, a subsidiary of Greenland Holdings owned as to 100% by Greenland Holdings, as the Contractor
Subject matter:	To undertake civil construction and installation works and ancillary engineering works (including but not limited to piping, wiring and building of roads and walls) in respect of the Haikou Lingshan Project as shown in the relevant construction drawings, and to provide quality warranty services after completion of the Haikou Lingshan Project
Project location:	Southern side of Linggui Da Road, Western side of Haiyu Da Road, Eastern side of Nanduijiang and Northern side of Guihua Road, Meilan District, Haikou City, Hainan Province of the PRC (中國海南省海口市美蘭區靈桂大道南側、海榆大道西側、南渡江東側、規劃路北側)
Estimated construction area:	Approximately 231,400 sq.m.

LETTER FROM OCTAL CAPITAL

Estimated total contract sum: RMB365,480,400 (approximately HK\$414,674,062), subject to adjustment in accordance with relevant provisions in the Haikou Lingshan Contractor Agreement

Contract period: 730 calendar days

Expected completion date: End of July 2019

2.2 The Haikou Wuyuanhe Contractor Agreement

Date: 9 May 2017

Parties: (i) Haikou Wuyuan, a wholly-owned subsidiary of the Company, as the principal
(ii) Contractor A, a subsidiary of Greenland Holdings owned as to 100% by Greenland Holdings, as the contractor

Subject matter: To undertake the main structural construction, plumbing and drainage works, electrical works and heating ventilation works of the stadium and the related auxiliary facilities (including pedestrian bridges, outdoor stairs, and underground rainwater pools, etc.) in respect of the Haikou Wuyuanhe Project as shown in the relevant tender drawings and bills of quantities

Project location: Eastern side of Changbin Road, Xiuying District, Haikou City, Hainan Province of the PRC (中國海南省海口市秀英區長濱路東側)

Estimated construction area: Approximately 90,305 sq.m.

Estimated total contract sum: Approximately RMB347,577,713 (approximately HK\$394,361,673), subject to adjustment in accordance with relevant provisions in the Haikou Wuyuanhe Contractor Agreement

Contract period: 966 calendar days

Expected completion date: 20 March 2020

LETTER FROM OCTAL CAPITAL

2.3 The Wujiang Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Lvyang, a wholly-owned subsidiary of the Company, as the principal (ii) Contractor B, a subsidiary of Greenland Holdings owned as to 55% by Greenland Holdings, as the Contractor
Subject matter:	To undertake all structural construction, and electrical and plumbing and drainage installation works, and ancillary engineering works and facilities of the residences, power distribution rooms, basements, security guard rooms, etc. in respect of the Wujiang Project as shown in the relevant tender documents and drawings, and construction specifications
Project location:	Southern side of Jiangling Dong Road and Western side of Pangbei Road, Wujiang District, Suzhou City, Jiangsu Province of the PRC (中國江蘇省蘇州市吳江區江陵東路南、龐北路西)
Estimated construction area:	220,818 sq.m.
Estimated total contract sum:	RMB363,030,462 (approximately HK\$411,894,362), subject to adjustment in accordance with relevant provisions in the Wujiang Contractor Agreement
Contract period:	518 calendar days
Expected completion date:	20 December 2018

LETTER FROM OCTAL CAPITAL

2.4 The Wuxi Contractor Agreement

Parties:	(i) Wuxi Guangcheng, a 90%-owned subsidiary of the Company, as the principal (ii) Contractor B, a subsidiary of Greenland Holdings owned as to 55% by Greenland Holdings, as the Contractor
Subject matter:	To undertake all structural construction, and electrical and plumbing and drainage installation works, and ancillary engineering works and facilities of the residences, power distribution rooms, basements, security guard rooms, etc. in respect of the Wuxi Project as shown in the relevant tender documents and drawings, and construction specifications
Project location:	Eastern side of Lihu Avenue, Northern side of Juqu Road, Southern side of Qingyuan Road and Western side of Pinghu Road, Binhu District, Wuxi City, Jiangsu Province, the PRC (中國江蘇省無錫市濱湖區蠡湖大道東、具區路北、清源路南、平湖路西)
Estimated construction area:	116,872 sq.m.
Estimated total contract sum:	RMB165,163,759 (approximately HK\$187,394,801), subject to adjustment in accordance with relevant provisions in the Wuxi Contractor Agreement
Contract period:	912 calendar days
Expected completion date:	30 December 2019

LETTER FROM OCTAL CAPITAL

2.5 The Kunming Contractor Agreement

Date:	9 May 2017
Parties:	(i) Greenland Kunming Wuhua, a 55%-owned subsidiary of the Company, as the principal (ii) Contractor C, an associate of Greenland Holdings owned as to 49% by Greenland Holdings, as the contractor
Subject matter:	To undertake steel and glass roof construction works, supply and installation of sites related facilities (including but not limited to the supply of steel structures, glass roofs and auxiliary construction materials) and ancillary engineering works in respect of the Kunming Project
Project location:	Xifu Road, Xishan District, Kunming City, Yunnan Province of the PRC (中國雲南省昆明市西山區西福路)
Estimated construction area:	Approximately 24,832 sq.m.
Estimated total contract sum:	Approximately RMB3,489,408 (approximate HK\$3,959,082), subject to adjustment in accordance with relevant provisions in the Kunming Contractor Agreement
Contract period:	112 calendar days
Expected completion date:	30 October 2017

3. Basis of determining the estimated total contract sum

As stated in the Letter from the Board, the estimated total contract sum (subject to adjustments (the “**Adjustments**”)) payable under each of the Contractor Agreements was negotiated on an arm’s length basis and determined with reference to the fees payable by the Group to independent third parties for construction works of a similar nature and current local rules and regulations in force where the relevant Construction Project is located that govern the fees (in that the rules or regulations provided for the estimated expected quantities of materials to be used in a construction project) that may be charged in respect of the construction works to be conducted under the relevant Contractor Agreement.

The estimated total contract sum of each project was arrived at by totaling up the estimated amount of required construction work (in terms of man-days and quantity of construction materials) set out in the relevant local rules and regulations multiplied by the current market prices for the relevant province for such man-days and construction materials as published in writing and/or on-line at the website of the relevant PRC government authority from time to time.

LETTER FROM OCTAL CAPITAL

Before finalising the estimated total contract sum, the Group also compared the fees payable by the Group to independent third parties for construction works of a similar nature. When comparing such fees, the Group primarily considered the average cost per sq.m., the project's construction work costs and the price charged for precedent projects.

Set out below is the summary of the details of the Construction Projects:

Project	Project type	Estimated total contract sum (RMB)	Estimated construction area (sq.m.)	Estimated cost per sq.m. (RMB)
Haikou Lingshan Project	Residential property construction	365,480,400	231,400	1,579
Haikou Wuyuanhe Project	Stadium construction	347,577,713	90,305	3,848
Wujiang Project	Residential property construction	363,030,462	220,818	1,644
Wuxi Project	Residential property construction	165,163,759	116,872	1,413
Kunming Project	Steel and glass roof construction	3,489,408	24,832	141

Haikou Lingshan Project, Wujiang Project and Wuxi Project are related to residential property construction (collectively the “**Residential Properties Projects**”); Haikou Wuyuanhe Project is related to a stadium construction; and Kunming Project is related to steel and glass roof construction. As advised by the management of the Company, the total contact sum payable under the Residential Properties Projects and the Kunming Projects was determined with reference to the fees payable by the Group to independent third parties for construction works of a similar nature whereas the estimated total contract sum payable under the Haikou Wuyuanhe Project was determined with reference to the approvals granted by the relevant PRC government authorities (the “**Government Approval Letters**”). Both of the Contractor Agreements, including Residential Properties Projects, Haikou Wuyuanhe Project and Kunming Project, were determined also with reference to current local rules and regulations governing construction fees.

To assess the fairness and reasonableness of the estimated total contract sum of the Contractor Agreements, we have obtained from the Company a list of construction projects of the Group (the “**Project List**”) with five construction projects similar to the Construction Projects (the “**Independent Construction Projects**”), which were subcontracted to independent third parties contractors over the last three years (the “**Review Period**”). The nature of the Independent Construction Projects, being similar to that of relevant Construction Projects, are related to construction of residential buildings, integrated commercial area and other specific upgrade projects including steel and glass

LETTER FROM OCTAL CAPITAL

roof constructions, and the scope of work of the Independent Construction Projects is also similar to that of the relevant Construction Projects. The Directors confirmed that the Independent Construction Projects provided are in line with the normal course of business of the Group. The Project List contains details of each project including natures, contractors, regions, scope of projects, status of projects, expected construction amounts, actual construction amounts, basic of construction budgets and payment terms. Apart from the Project List, we also obtained relevant constructions contracts (the “**Independent Construction Contracts**”) for our analysis. We are of the view that the Independent Construction Projects being identified in the Review Period provide us with relevant information for our analysis are sufficient to support our opinion.

Based on our analysis, we note that the cost per sq.m. (as derived from the relevant contract sum) of the Residential Properties Projects (ranging from approximately RMB1,413 to RMB1,644) is close to or lower than the cost per sq.m. of the relevant residential properties projects of the Independent Construction Projects (ranging from approximately RMB1,700 to RMB4,125) which were of similar natures, regions and types of constructions. For the Kunming Project, we note that its cost per sq.m. of approximately RMB141 is lower than the cost per sq.m. of the relevant steel and glass roof construction projects of the Independent Construction Projects (ranging from approximately RMB157 to RMB459) with the similar natures, regions and types of constructions.

On the other hand, as advised by the management of the Company, the Haikou Wuyuanhe Project is an infrastructure project initiated by the local government in relation to building of a stadium in Haikou and the estimated cost per sq.m. is the highest among the Construction Projects due to complexity involving requirements on architectural structure as well as safety consideration. Moreover, we have obtained the Government Approval Letters from the Company, which stipulated the requirements of the construction of the stadium and the budgeted construction costs with designated allocation. Based on our review on the Government Approval Letters and the Haikou Wuyuanhe Contractor Agreement, we note that the construction requirements and the allocation of the total construction costs in the Haikou Wuyuanhe Contractor Agreement match with those in the Government Approval Letters and the Contractor A is obligated to comply with those terms in the Haikou Wuyuanhe Contractor Agreement.

As set out in the Letter from the Board, we note that the estimated total contract sum of each Construction Project was based on number of man-days and quantity of construction materials set out in the relevant local rules and regulations multiplied by the current market prices. In relation to the number of man-days and quantity of construction materials of each Construction Project, we have obtained a list of construction schedule for the Construction Projects (the “**Construction Schedule**”) and detailed breakdown of the estimated construction costs of the Construction Projects (the “**Detailed Breakdown**”) from the Company, which indicate number of man-days required for each work and their target completion dates in accordance with the work plan in the Contractor Agreements and composition of the estimated total contract sum of the Construction Projects, respectively. Based on our studies of the Construction Schedule and further discussions with the management of the Company, we note that (i) the number of man-days required in each work depends on the size of construction area and the complexity of the work; (ii) the man-days and the quantity of construction materials of each Construction Project were

LETTER FROM OCTAL CAPITAL

determined by the Company and the Contractors after arm's length negotiation; and (iii) the man-days and the quantity of construction materials of each Construction Project were reviewed by independent surveyors. In addition, regarding the market price of construction materials, we compared the prices of several main construction materials with the market prices of those relevant construction materials obtained from an online database namely "Information Centre of Construction" (www.icchina.com) (the "Construction Material Price Website"), which contains updated pricing information of construction materials in different regions in the PRC. We note that the prices of construction materials being used for the Construction Projects are close to or lower than the market prices of those materials. We have been advised that the prices of those materials are lower as the Contractors can usually enjoy discount for bulk purchase of raw materials and lower fixed costs because of the operation size. Moreover, we have been advised by the management of the Company that the Contractors requires to comply with the 《建設工程工程量清單計價規範》("Code of Bills of Quantities and Valuation for Construction Works") (the "Code") in the determination of the man-days and the quantity of construction materials being adopted in the Construction Projects. Under the Code, (i) a principal is required to rely on several factors to estimate the amount of construction work and number of man-days for each construction project, mainly including proposed size of construction area and nature of the construction; and (ii) a contractor is required to submit relevant construction plan containing number of man-days and quantity of construction materials to its principal for approval before procurement of certain materials for construction project. In case of any non-compliance with the rules above, a principal is required to seek approval from local Construction Project Price Administration Department (建設工程造價管理總站). After our further discussions with the Company, we understand that the Company and the Contractors have complied with the relevant rules during the determination of the man-days and quantity of construction materials, and the Company has discretion to adjust the reference market price and amount of construction work if the Company has complied with the relevant rules.

Furthermore, we have reviewed the relevant official documents issued by local government in relation to the rules and regulations governing the construction costs and subcontracting fees in terms of (i) the standard and quantity of materials being used in construction projects; (ii) the manpower hour and hour rate of labour being used in construction projects; and (iii) the use of construction equipment in construction projects. After discussing with the management of the Company, we understand that the determination of the construction costs and subcontracting fees for all of the construction projects of the Group, including construction projects assigned to associated companies of Greenland Holdings or independent third parties contractors, had complied with the relevant local rules and regulations. We are also advised by the Company that the cost control department of the Group would oversee the process of the determination of construction costs and subcontracting fees to ensure that all the rules and regulations have been complied before any commencement of each construction projects of the Group.

Based on the above, we are of the view that the Contractor Agreements are on normal commercial terms, in the ordinary and usual course of business of the Company, and fair and reasonable so far as the Independent Shareholders are concerned; and the entering into of the Contractor Agreements is in the interests of the Company and the Independent Shareholders as a whole.

4. Basis of determining the payment terms

The estimated total contract sum (subject to adjustments) payable under each Contractor Agreement shall be payable in stages based on the progress of the construction works. The final total contract sum under each Contractor Agreement is subject to adjustment, which is based on the settlement amount stated in the Final Settlement Report to be prepared by an independent surveyor. The Final Settlement Report is to be confirmed and signed by the parties to the relevant Contractor Agreement and issued pursuant to the terms of the relevant Contractor Agreement. In general, 70% of the estimated total contract sum shall have been fully paid up following completion and acceptance of the construction works, and 95% of the adjusted total contract sum shall have been fully paid up within one or two years from the date on which the audit report on the total construction costs payable under the relevant Contractor Agreement is issued or from the date of the final settlement. The remaining 5% of the adjusted total contract sum payable under each Contractor Agreement shall be withheld as warranty payment and shall, subject to deductions due to necessary repair works, be released (i) in two instalments to the relevant Contractors, the last instalment of which shall be released after the expiry of a 5-year warranty period for the Haikou Lingshan Contractor Agreement, the Haikou Wuyuanhe Contractor Agreement, the Wujiang Contractor Agreement and the Wuxi Contractor Agreement for their respective construction works; and (ii) in two instalments to the relevant Contractor, the last instalment of which shall be released after the expiry of a 2-year warranty period for the Kunming Contractor Agreement for the construction works.

In assessing the fairness and reasonableness of the payment terms of the Contractor Agreements (the “**Payment Terms**”), we have discussed with the management of the Company the bases of the Payment terms and understand that the Payment terms are similar to other construction projects subcontracted to independent third parties contractors. Based on the Project List and the Independent Construction Contracts, we understand that (i) the 1st settlement regarding 70% of the total contract sum for the majority of the Independent Construction Projects is payable upon completion and acceptance of the construction work; (ii) the 2nd settlement regarding 95% of total contract sum for the majority of the Independent Construction Projects is payable within one year from the date on which the audit report on the total construction costs; and (iii) the final settlement regarding the remaining 5% of total contract sum for the majority of the Independent Construction Projects is payable after the expiry of five years warranty period. We also understand from the management of the Company that the payment terms of the Independent Construction Projects were determined by the Group and relevant independent third parties contractors at arm’s length and were on normal commercial terms.

We have compared the payment terms of the Independent Construction Projects with the Payment Terms and note that they are comparable and the Payment Terms are not less favorable than the payment terms of the Independent Construction Projects, specifically, (i) the percentages of total contract sum of each settlement are the similar; (ii) the settlement criteria of them are similar; and (iii) the payment period of the final settlement for Haikou Lingshan Contractor Agreement, Haikou Wuyuanhe Contractor

LETTER FROM OCTAL CAPITAL

Agreement and Kunming Contractor Agreement which is within two years from the date on which the audit report on the total construction costs is longer than that of the Independent Construction Projects providing flexibility in cash flow of the Group. Therefore, we are of the view that the Payment Terms, which are comparable with and not less favorable than the payment terms of the Independent Construction Projects, are on normal commercial terms and not prejudicial to the interest of the Company's minority Shareholders.

As set out in the Letter from the Board, the Adjustment, which can be either positive or negative, will be made to cater for the change in market price of the construction materials when such change is larger or smaller than pre-agreed threshold (the "**Threshold(s)**") of the estimated total construction material costs under each Contractor Agreement. We set out below the formula of the adjusted price of the relevant construction materials under the adjustment mechanism.

In the event the market price of the relevant construction materials is higher than the Threshold, the adjustment mechanism and formula is as follows:

$$\text{Adjusted Price} = \text{Contract Price} + \left[\text{Average Price} - \frac{\text{Pre-agreed Reference Price}}{\text{Pre-Agreed Threshold}} \times (1 + \frac{\text{Pre-Agreed}}{\text{Threshold}}) \right]$$

In the event the market price of the relevant construction materials is lower than the Threshold, the adjustment mechanism and formula is as follows:

$$\text{Adjusted Price} = \text{Contract Price} - \left[\frac{\text{Pre-agreed Reference Price}}{\text{Pre-Agreed Threshold}} \times (1 - \frac{\text{Pre-Agreed}}{\text{Threshold}}) - \text{Average Price} \right]$$

Notes:

"Adjusted Price" means the adjusted price of the relevant construction materials

"Contract Price" means the original price of the major construction materials contracted under the relevant Contractor Agreement

"Average Price" means the average price of the relevant construction materials during the period of price estimation

"Pre-agreed Reference Price" means the pre-agreed reference price contracted under the relevant Contractor Agreement

"Pre-agreed Threshold" means the pre-agreed threshold (ranging from ±5 to ±10) in respect of the fluctuation of the relevant market price of the major construction materials contracted under the relevant Contractor Agreement

With reference to the Contractor Agreements, the basis of determination of the Threshold is by making reference to a maximum of 10% of the estimated construction materials cost of the Contractor Agreements based on the past experience of the management of the Company which could cater for any possible fluctuation on the construction materials price during the construction period agreed between the Company and the Contractors. In addition, the Adjustment of the Construction Projects, which will be determined based on the Final Settlement Report, is limited to 5% of its total contract sum. In other words, the maximum amount of the total contract sum payable equal to 105% of the total contract sum of the relevant Construction Projects. We have been advised

LETTER FROM OCTAL CAPITAL

by the Company that the basis of the Adjustment of 5% of the total contract sum is mainly based on historical transaction of similar construction projects of the Group and the recent increasing trend of major construction materials price. We have been advised by the Company that the adjustment mechanism offer protection against increasing construction material costs during construction period of the Construction Projects, as the Company has no additional burden if the percentage of increase in construction materials price is within the Threshold. Even if the increase in construction material price exceeds the Threshold, the maximum of additional cost is limited to 5% of estimated total contract sum of the relevant Construction Project until further supplemental agreement to be reached.

In this regard, we have obtained a project list with three completed construction projects (the “**Completed Construction Projects**”) of the Company which contains project nature, estimated total contract sum, actual total contract sum and adjustment of total contract sum. As advised by the Company, the Completed Construction Projects in the list are all the construction projects which (i) were completed before the Latest Practicable Date; and (ii) did not involve any material change in construction plan during their construction period. In the list, we understand that (i) there were three Completed Construction Projects which were commenced in 2014; (ii) the Completed Construction Projects did not involve any material change of their construction plans; and (iii) the adjustment of the estimated contract sum of the Completed Construction Projects range from 0.4% to 2.6%. Moreover, we have researched the Construction Material Price Website and noted that there has been an increasing trend of price of major construction materials including cement and steel related materials since 2016.

In addition, based on our studies of the Independent Construction Contracts, we note that there are similar terms in relation to the adjustment on contract sum and threshold of change in material price in those Independent Construction Projects. Moreover, we have been advised that the terms of the Adjustment and the level of the Threshold are in line with the market practice of the general contracting construction project in the PRC.

On the basis that (i) the adjustment mechanism provides protection against increasing cost of construction materials during the construction period; (ii) the Adjustments are based on the historical transactions of the Company and recent increasing trend of construction materials price; (iii) the actual Adjustment will be determined based on the Final Settlement Report prepared by independent surveyor; and (iv) the Threshold and the Adjustment are common terms in contracting construction agreements in the construction industry, we are of the view that the determining of the adjustment mechanism and level of Adjustment in the Contractor Agreements are fair and reasonable.

LETTER FROM OCTAL CAPITAL

RECOMMENDATION

Having considered the above principal factors, we are of the opinion that the terms of the Contractor Agreements are on normal commercial terms, in the ordinary and usual course of business of the Group, fair and reasonable and in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Board Committee to advise the Independent Shareholders, and we advise the Independent Shareholders, to vote in favour of the ordinary resolutions to be proposed at the EGM for approving the terms of the Contractor Agreements.

Yours faithfully,
For and on behalf of
Octal Capital Limited
Alan Fung **Louis Chan**
Managing Director *Director*

Note: Mr. Alan Fung has been a responsible officer of Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities since 2003. Mr. Fung has more than 20 years of experience in corporate finance and investment banking and has participated in and completed various advisory transactions in respect of mergers and acquisitions, connected transactions and transactions subject to the compliance to the Takeovers Code of listed companies in Hong Kong. Mr. Louis Chan has been a responsible officer of Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities since 2008. Mr. Chan has more than 15 years of experience in corporate finance and investment banking and has participated in and completed various advisory transactions in respect of mergers and acquisitions, connected transactions and transactions subject to the compliance to the Takeovers Code of listed companies in Hong Kong.

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm, that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DISCLOSURE OF INTERESTS

(a) Directors' and chief executives' interests and short position in Shares, underlying shares and debentures

Save as disclosed below, as at the Latest Practicable Date, none of the Directors or chief executive of the Company had any interests or short positions in the Shares, underlying shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Stock Exchange pursuant to the provisions of Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein; or (iii) were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers set out in Appendix 10 of the Listing Rules, to be notified to the Company and the Stock Exchange:

Long positions in the Shares:

Name of Director	Capacity / Nature of interest	Number of Shares	Approximately percentage of shareholding in the Company's issued share capital (Note 4)
Mr. WANG Weixian	Interest of controlled corporation (Note 1)	32,958,571	1.18%
	Founder of discretionary trust (Note 2)	367,254,133	13.15%
Ms. WANG Xuling	Beneficial owner	4,000,000	0.14%
	Interest of controlled corporation (Note 3)	7,010,448	0.25%
	Beneficiary of discretionary trust (Note 2)	367,254,133	13.15%
Mr. YOU Defeng	Beneficial owner	3,000,000	0.11%

Name of Director	Capacity / Nature of interest	Number of Shares	Approximately percentage of shareholding in the Company's issued share capital (<i>Note 4</i>)
Mr. CHEONG Ying Chew, Henry	Beneficial owner	500,000	0.02%
Mr. FONG Wo, Felix, JP	Beneficial owner	500,000	0.02%
Mr. KWAN Kai Cheong	Beneficial owner	500,000	0.02%

Notes:

1. Mr. WANG Weixian was deemed to be interested in 32,958,571 Shares which are held by Prestige Glory Enterprises Limited. The entire issued share capital of Prestige Glory Enterprises Limited was beneficially owned by Mr. WANG Weixian.
2. Each of Mr. WANG Weixian and Ms. WANG Xuling was deemed to be interested in an aggregate of 367,254,133 Shares, which were held by The Duanyuan Trust.
3. Ms. WANG Xuling was deemed to be interested in 7,010,448 Shares, which were held by Boom Rich Investments Limited which was in turn entirely beneficially owned by Ms. WANG Xuling.
4. Representing the issued and fully paid-up capital of the Company as at the Latest Practicable Date comprising 2,793,676,683 Shares.

(b) Other interests of the Directors

As at the Latest Practicable Date,

- (i) save as disclosed above and except for Mr. Chen Jun and Mr. Wu Zhengkui (being senior management of Greenland Holdings), none of the Directors is a director or employee of a company which has an interest or short position in the Shares and underlying shares of the Company which fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO;
- (ii) none of the Directors had any interest, direct or indirect, in any asset which have been, since 31 December 2016 (being the date to which the latest published audited consolidated financial statements of the Group were made up) acquired or disposed of by or leased to, any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group; and
- (iii) none of the Directors was materially interested in any contract or arrangement entered into by any member of the Group which was subsisting at the Latest Practicable Date, and which was significant in relation to the business of the Group.

3. SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had entered or proposed to enter into a service contract with the Company or any member of the Group which would not expire or was not determinable by the employer within one year without payment of compensation (other than statutory compensation).

4. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse changes in the financial or trading position of the Group since 31 December 2016, being the date to which the latest published audited consolidated financial statements of the Group were made up.

5. COMPETING INTERESTS

As at the Latest Practicable Date, none of the Directors and their respective close associate was interested in any businesses (apart from the businesses of the Group), which competed or were likely to compete, either directly or indirectly, with the businesses of the Group.

6. EXPERT'S QUALIFICATION AND CONSENT

The following is the qualifications of the expert who has given its opinions and advice which are contained in this circular:

Name	Qualification
Octal Capital Limited	a licensed corporation under the SFO to carry out Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities

As at the Latest Practicable Date, the above expert did not have any shareholding, directly or indirectly, in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

As at the Latest Practicable Date, the above expert did not have any interest, direct or indirect, in the promotion of, or in any assets which have been, since 31 December 2016 (being the date to which the latest published audited consolidated financial statements of the Group were made up), acquired or disposed of by or leased to, any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group.

The above expert has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter and the references to its name and/or its opinion and advice in the form and context in which they are included.

7. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the Contractor Agreements will be available for inspection at the principal office of the Company in Hong Kong at Unit 5711, 57/F., The Center, 99 Queen's Road Central, Hong Kong during normal business hours from the date of this circular up to and including 28 June 2017.

NOTICE OF EGM

GREENLAND HONG KONG HOLDINGS LIMITED

綠地香港控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 337)

NOTICE IS HEREBY GIVEN THAT an extraordinary general meeting (the “EGM”) of Greenland Hong Kong Holdings Limited (the “Company”) will be held at Kennedy Room, Level 7, Conrad Hotel, One Pacific Place, 88 Queensway, Hong Kong on Tuesday, 4 July 2017 at 9:30 a.m. for the purposes of considering and, if thought fit, passing the following ordinary resolutions of the Company:

1. “**THAT** the Haikou Lingshan Contractor Agreement (as defined in the circular of the Company dated 14 June 2017) and the transactions contemplated thereunder be and are hereby approved, confirmed, authorised and ratified, and any one of the directors of the Company be and is hereby authorised to do all such further acts and things and execute all such further documents and take all steps as he/she may in his/her absolute opinion deem necessary, desirable or expedient to implement and/or give effect to the transactions contemplated thereunder with such changes as he/she may in his/her absolute opinion deem necessary, desirable or expedient.”
2. “**THAT** the Haikou Wuyuanhe Contractor Agreement (as defined in the circular of the Company dated 14 June 2017) and the transactions contemplated thereunder be and are hereby approved, confirmed, authorised and ratified, and any one of the directors of the Company be and is hereby authorised to do all such further acts and things and execute all such further documents and take all steps as he/she may in his/her absolute opinion deem necessary, desirable or expedient to implement and/or give effect to the transactions contemplated thereunder with such changes as he/she may in his/her absolute opinion deem necessary, desirable or expedient.”
3. “**THAT** the Wujiang Contractor Agreement (as defined in the circular of the Company dated 14 June 2017) and the transactions contemplated thereunder be and are hereby approved, confirmed, authorised and ratified, and any one of the directors of the Company be and is hereby authorised to do all such further acts and things and execute all such further documents and take all steps as he/she may in his/her absolute opinion deem necessary, desirable or expedient to implement and/or give effect to the transactions contemplated thereunder with such changes as he/she may in his/her absolute opinion deem necessary, desirable or expedient.”

NOTICE OF EGM

4. “**THAT** the Wuxi Contractor Agreement (as defined in the circular of the Company dated 14 June 2017) and the transactions contemplated thereunder be and are hereby approved, confirmed, authorised and ratified, and any one of the directors of the Company be and is hereby authorised to do all such further acts and things and execute all such further documents and take all steps as he/she may in his/her absolute opinion deem necessary, desirable or expedient to implement and/or give effect to the transactions contemplated thereunder with such changes as he/she may in his/her absolute opinion deem necessary, desirable or expedient.”

5. “**THAT** the Kunming Contractor Agreement (as defined and described in the circular of the Company dated 14 June 2017) and the transactions contemplated thereunder be and are hereby approved, confirmed, authorised and ratified, and any one of the directors of the Company be and is hereby authorised to do all such further acts and things and execute all such further documents and take all steps as he/she may in his/her absolute opinion deem necessary, desirable or expedient to implement and/or give effect to the transactions contemplated thereunder with such changes as he/she may in his/her absolute opinion deem necessary, desirable or expedient.”

By order of the Board
Greenland Hong Kong Holdings Limited
Chen Jun
Chairman

Hong Kong, 14 June 2017

Registered office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman, KY1-1111
Cayman Islands

Principal place of business in Hong Kong:
Unit 5711, 57/F
The Center
99 Queen’s Road Central
Hong Kong

NOTICE OF EGM

Notes:

1. Shareholders who are entitled to vote at the above meeting are those whose names appear as shareholders on the register of members of the Company as at the close of business on 27 June 2017. In order to qualify for attending and voting at the EGM, unregistered holders of Shares should ensure that all transfer documents accompanied by the relevant share certificates must be lodged with the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m. on Tuesday, 27 June 2017.
2. A member entitled to attend and vote at the EGM convened by the above notice is entitled to appoint one or more proxies to attend and vote in his/her/its place. A proxy need not be a member of the Company.
3. In order to be valid, the completed form of proxy together with a power of attorney or other authority (if any) under which it is signed (or a notarially certified copy of that power or authority or other authority) must be deposited at the Company's branch share registrar in Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
4. Completion and return of the form of proxy will not preclude a member from attending and voting in person at the EGM or at any adjournment thereof and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. In the case of joint holders of any share(s), any one of such joint holders may vote (either in person or by proxy) in respect of such share(s) as if he/she/it was solely entitled thereto, but if more than one of such joint holders are present at the EGM (whether in person or by proxy), the vote of the joint holder whose name stands first in the register of members of the Company in respect of such share(s) shall alone be entitled to vote in respect thereof.
6. If a Typhoon Signal No. 8 or above is hoisted or a Black Rainstorm Warning Signal is in force at or at any time after 12:00 noon on the date of the EGM, the EGM will be adjourned. The Company will post an announcement on its website (www.greenlandhk.com) and the HKEXnews website (www.hkexnews.hk) to notify shareholders of the date, time and place of the adjourned meeting. The EGM will be held as scheduled when an Amber or a Red Rainstorm Warning Signal is in force. Shareholders should decide on their own whether they would attend the EGM under bad weather conditions bearing in mind their own situations.
7. The Chinese translation of this notice is for reference only. In case of any inconsistency, the English version shall prevail.