
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your shares in G.A. Holdings Limited (the “**Company**”), you should at once hand this circular to the purchaser(s) or transferee(s) to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser(s) or transferee(s).

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) take no responsibility for the contents of this circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this circular.

This circular, for which the directors of the Company (the “**Directors**”) collectively and individually accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on the Growth Enterprise Market (“**GEM**”) of the Stock Exchange 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, (1) the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive; and (2) there are no other matters the omission of which would make any statement herein or this circular misleading.



G.A. HOLDINGS LIMITED
G.A. 控股有限公司

*(Incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong
under the trading name of German Automobiles International Limited)*
(Stock Code: 8126)

**PROPOSED MANDATE FOR THE POSSIBLE
MAJOR TRANSACTION INVOLVING
PROVISION OF FACILITIES GUARANTEES**

A notice convening the extraordinary general meeting of the Company (the “**EGM**”) to be held at 4:00 p.m. on on Friday, 14 March 2014, at Unit 1203, Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong is set out on pages 27 to 28 of this circular.

Whether or not you are able to attend the EGM, please complete and return the enclosed form of proxy in accordance with the instructions printed thereon and return it to the branch share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Service Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong as soon as possible and in any event, not less than 48 hours before the time appointed for holding the EGM. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM should you so wish.

This circular will remain on the GEM website at www.hkgem.com and at www.hkexnews.hk on the “Latest Company Announcement” page for 7 days from the date of its posting.

26 February 2014

CHARACTERISTICS OF GEM

GEM has been positioned as a market designed to accommodate companies to which a higher investment risk may be attached than other companies listed on the Stock Exchange. Prospective investors should be aware of the potential risks of investing in such companies and should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Given the emerging nature of companies listed on GEM, there is a risk that securities traded on GEM may be more susceptible to high market volatility than securities traded on the Main Board and no assurance is given that there will be a liquid market in the securities traded on GEM.

CONTENTS

	<i>Page</i>
DEFINITIONS	1
LETTER FROM THE BOARD	4
APPENDIX I – FINANCIAL INFORMATION	16
APPENDIX II – GENERAL INFORMATION	21
NOTICE OF EXTRAORDINARY GENERAL MEETING	27

DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions have the meanings set out below:

“Announcement”	the announcement of the Company dated 23 December 2013 in respect of the Transaction as contemplated under the Facilities Guarantee Agreement
“Board”	the board of Directors of the Company
“Borrower”	Xiamen Zhong Bao
“China CITIC Bank”	China CITIC Bank Corporation Limited (中信銀行股份有限公司)
“China CITIC Bank Xiamen Branch”	Xiamen Branch of China CITIC Bank Corporation Limited (中信銀行股份有限公司廈門分行) situated at Floor 1 to 5, 81 Hubin West Road, Xiamen City, Fujian Province, PRC
“China Minsheng Bank”	China Minsheng Banking Corporation Limited (中國民生銀行股份有限公司)
“Company”	G. A. Holdings Limited, a limited liability company incorporated in the Cayman Islands, the shares of which are listed on the GEM
“connected person(s)”	has the meaning ascribed to it in the GEM Listing Rules
“Delay Announcement”	the announcement of the Company dated 29 January 2014 updating the Shareholders and potential investors that the publication of this circular will be delayed to on or about 26 February 2014
“Director(s)”	director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened to consider and if thought fit to grant the Proposed Mandate to the Directors
“Facilities A”	Facilities A include but are not limited to a series of loans, notes, guarantees, and letters of credit that may be entered into by the Facilities A Lender and the Borrower
“Facilities A Agreements”	the facility agreements in respect of Facilities A that may be entered into by the Borrower and the Facilities A Lender
“Facilities A Framework Agreement”	the Facilities A framework agreement which governs the terms of the Facilities A Agreements

DEFINITIONS

“Facilities A Guarantee Agreement”	the facility guarantee agreement proposed to be entered into by the Facilities A Lender and the Guarantor whereby the Guarantor provides a facility guarantee to the Facilities A Lender in respect of the Facilities A to be borrowed by the Borrower from the Facilities A Lender
“Facilities A Lender”	China CITIC Bank Xiamen Branch
“Facilities Agreements”	the Facilities A Agreements and the Facilities B Agreements
“Facilities B”	Facilities B include but are not limited to a series of loans, notes, guarantees, and letters of credit that may be entered into by the Facilities B Lender and the Borrower
“Facilities B Agreements”	the facility agreements in respect of Facilities B that may be entered into by the Borrower and the Facilities B Lender
“Facilities B Framework Agreement”	the Facilities B framework agreement which governs the terms of the Facilities B Agreements
“Facilities B Guarantee Agreement”	the facilities guarantee agreement proposed to be entered into by the Facilities B Lender and the Guarantor whereby the Guarantor provides a facility guarantee to the Facilities B Lender in respect of the Facilities B to be borrowed by the Borrower from the Facilities B Lender
“Facilities B Lender”	China Minsheng Bank
“Facilities Framework Agreements”	the Facilities A Framework Agreement and the Facilities B Framework Agreement
“Facilities Guarantee Agreements”	the Facilities A Guarantee Agreement and the Facilities B Guarantee Agreement
“Facilities Guarantees”	the guarantees to be provided by the Company under the Facilities A Guarantee Agreement and the Facilities B Guarantee Agreement
“GEM”	the Growth Enterprise Market of the Stock Exchange
“GEM Listing Rules”	the Rules Governing the Listing of Securities on the GEM
“Group”	the Company and its subsidiaries
“Guarantor”	Xiamen BMW
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

DEFINITIONS

“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	26 February 2014, being the latest practicable date prior to the printing of this circular for the purpose of ascertaining certain information contained herein
“Lenders”	the Facility A Lender and the Facility B Lender
“PRC”	the People’s Republic of China, which for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region and Taiwan
“Proposed Mandate”	the mandate proposed to be granted to the Directors in advance by the Shareholders at the EGM to enter into the Facilities Guarantee Agreements and to complete the Transaction
“Shareholder(s)”	the shareholder(s) of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Transaction”	the provision of the Facilities Guarantees by the Company under the Facilities Guarantee Agreements subject to the Proposed Mandate
“Xiamen BMW”	Xiamen BMW Automobiles Service Co., Ltd. (廈門寶馬汽車維修有限公司), a wholly-owned subsidiary of German Automobiles Pte. Ltd. which in turn is a wholly-owned subsidiary of the Company
“Xiamen Zhong Bao”	Xiamen Zhong Bao Automobiles Co., Ltd. (廈門中寶汽車有限公司), an independent third party of the Company

For illustration purposes only, an exchange rate of RMB1 to HK\$1.277 has been applied in this circular. No representation is made that any amount in RMB or HK\$ was, could have been or could be converted at such rate or at any other rate or at all.

LETTER FROM THE BOARD



G.A. HOLDINGS LIMITED G.A. 控股有限公司

*(Incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong
under the trading name of German Automobiles International Limited)*

(Stock Code: 8126)

Executive Directors:

Mr. Loh Boon Cha (*Chairman*)
Mr. Loh Nee Peng (*Executive Deputy Chairman*)
Mr. Choy Choong Yew (*Managing Director*)
Mr. Lin Ju Zheng
Mr. Tan Cheng Kim
Mr. Yeung Chak Sang Johnson

Independent Non-executive Directors:

Mr. Lee Kwok Yung
Mr. Yin Bin
Miss Song Qi Hong
Mr. Wong Jacob

Registered Office:

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

Principle place of business in Hong Kong:

Unit 1203, 12th Floor, Eton Tower
No. 8 Hysan Avenue
Causeway Bay, Hong Kong

Head office in Singapore:

51 Goldhill Plaza #15-05
Singapore 308900

26 February 2014

To the Shareholders

Dear Sir or Madam,

PROPOSED MANDATE FOR THE POSSIBLE MAJOR TRANSACTION INVOLVING PROVISION OF FACILITIES GUARANTEES

I. INTRODUCTION

Reference is made to the Announcement and the Delay Announcement in respect of the Transaction contemplated under the Facilities Guarantee Agreements and the delay in dispatch of this circular respectively.

The Transaction involving the provision of the Facilities Guarantees, in an aggregate amount of approximately RMB112 million (approximately HK\$143.0 million) under the Facilities Guarantee Agreement constitutes a major transaction of the Company and thus is subject to the reporting, announcement and shareholders' approval requirements pursuant to Chapter 19 of the GEM Listing Rules.

LETTER FROM THE BOARD

The purpose of this circular is to provide the Shareholders with, among other things, further information relating to the Transaction and other information required by the GEM Listing Rules.

i. Possible Major Transaction Involving Provision of Facilities Guarantees

The Board announced on 23 December 2013 that the Company's subsidiary, Xiamen BMW, subject to the Shareholders' approval, will enter into the Facilities Guarantee Agreements as the Guarantor in favour of each of the Lenders in relation to, among other things, (i) the provision of a facility guarantee for the principal, interest and fees under the Facilities A Agreement; and (ii) the provision of a facility guarantee for the principal, interest and fees under the Facilities B Agreements. Under each of the Facilities Guarantee Agreements, should the Borrower fail to fulfil its obligations under the Facilities Agreements, Xiamen BMW guarantees to pay each of Lender A and Lender B a maximum amount of RMB50 million (equivalent to approximately HK\$63.9 million) (or an aggregate of RMB100 million (equivalent to approximately HK\$127.7 million) for both Lenders) for the principal under each of the Facilities Agreements and in addition to such maximum amount, the interest, penalties and fees under the Facilities Agreements.

Subject to the approval of the Proposed Mandate by the Shareholders at the EGM, the Facilities A Agreements and Facilities B Agreements will be entered into between the Borrower and the Lenders for the purpose of purchasing motor vehicles by the Borrower.

The salient terms of the two Facilities Guarantee Agreements and the two facilities framework agreements are set out in the following:-

Facilities Guarantee Agreements

(a) Facilities A Guarantee Agreement

Parties

- (i) the Borrower;
- (ii) the Guarantor; and
- (iii) the Facilities A Lender.

To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, the Facilities A Lender, the Borrower and their ultimate beneficial owners are third parties independent of the Company and independent of the connected persons of the Company as at the date of this circular.

Guarantee

The Guarantor guarantees to pay the Facilities A Lender the guarantee amount (as discussed below) in the event the Borrower fails to repay Facilities A Lender for the borrowings under the Facilities A Agreements.

LETTER FROM THE BOARD

Facilities A include but are not limited to loans, notes, guarantees, and letters of credit and their respective Facilities A Agreements to be entered into by the Facilities A Lender and the Borrower.

Guarantee Amount

The guarantee amount to be guaranteed by the Guarantor under the Facilities A Guarantee Agreement includes (i) a maximum amount of RMB50 million (equivalent to approximately HK\$63.9 million) for the principal amount under the Facilities A Agreements; and (ii) any interest, penalty, compound interest, liquidated damages, other damages and the relevant fees in relation to the Facilities A Agreements. The estimated aggregate guarantee amounts for the interest, penalty, compound interest, liquidated damages, other damages and the relevant fees under the Facilities A Guarantee Agreement is RMB6 million. For further information, see the sub-section "Calculation" under "iii. Estimated maximum amount of interest and fees under the Facilities Guarantees" below in this circular.

Duration

The obligations of the Guarantor under the Facilities A Guarantee Agreement shall expire on the date falling on two (2) years after expiry of the debt performance period for any specific Facilities A Agreements. The duration of the guarantee under each Facilities A Agreement will be calculated individually.

(b) *Facilities B Guarantee Agreement*

Parties

- (i) the Borrower;
- (ii) the Guarantor; and
- (iii) the Facilities B Lender.

To the best of the knowledge, information and belief of the Directors and having made all reasonable enquiries, the Facilities B Lender, the Borrower and their ultimate beneficial owners are third parties independent of the Company and independent of the connected persons of the Company as at the date of this circular.

Guarantee

The Guarantor guarantees to pay the Facilities B Lender the guarantee amount (as discussed below) in the event the Borrower fails to repay Facilities B Lender for the borrowings under the Facilities B Agreements.

Facilities B include but are not limited to loans, notes, guarantees, and letters of credit and their respective Facilities B Agreements to be entered into by the Facilities B Lender and the Borrower.

LETTER FROM THE BOARD

Guarantee Amount

The guarantee amount to be guaranteed by the Guarantor under the Facilities B Guarantee Agreement includes (i) a maximum amount of RMB50 million (equivalent to approximately HK\$63.9 million) for the principal amount under the Facilities B Agreements; and (ii) any interest, penalty, compound interest, liquidated damages, other damages and the relevant fees in relation to the Facilities B Agreements. The estimated aggregate guarantee amounts for the interest, penalty, compound interest, liquidated damages, other damages and the relevant fees under the Facilities B Guarantee Agreement is RMB6 million. For further information, see the sub-section "Calculation" under "iii. Estimated maximum amount of interest and fees under the Facilities Guarantees" below in this circular.

Duration

The guarantee period of the Guarantor under the Facilities B Guarantee Agreement shall be two (2) years, the commencement date of which shall be determined as follows:-

- (i) in the event that the performance due date of any Facilities B falls on or before the confirmation date of the guarantee amount, the said confirmation date shall be the commencement date of the guarantee period; or
- (ii) in the event that the performance due date of any Facilities B is later than the confirmation date of the guarantee amount, the performance due date shall be the commencement date of the guarantee period.

The abovementioned confirmation date of the guarantee amount shall be the earlier of the following dates:-

- (1) the expiry date of the coverage period in respect of the Facilities B under the Facilities B Guarantee Agreement; or
- (2) the date on which the Facilities B Lender declares that all amounts under the Facilities B Agreement shall immediately become due and payable before the performance due date pursuant to law or provisions under the Facilities B Agreements; or
- (3) the date on which the guarantee amount shall be confirmed in accordance with law.

LETTER FROM THE BOARD

(c) *Facilities A Framework Agreement*

Parties

- (i) Borrower
- (ii) Facilities A Lender

Terms of the Facilities A Framework Agreement

Set out below are some of the salient terms of the Facilities A Framework Agreement:–

- (1) The Borrower may borrow up to a maximum aggregated credit amount of RMB50 million during the usage period.
- (2) The maximum aggregated credit amount may be utilized in one or more types of borrowing such as loans, promissory notes, discounted bills, letters of credit, packaged loans, import bills, export bills, letters of guarantee, or any types of credit facilities accepted by the Facilities A Lender.
- (3) The usage period of the maximum aggregated credit amount is 1 year which commences from the date of entering into the Facilities A Framework Agreement.
- (4) The credit facilities under Facilities A are revolving facilities and can be reused during the usage period once repaid.
- (5) The fees, discount rate of discounted bills, the interest rate and exchange rate in respect of loans and import and export documents chargeable by the Facilities A Lender from items such as bank's acceptance, bills, bank guarantee, international trades and financing shall be determined in the contracts to be agreed between the Borrower and the Facilities A Lender.
- (6) The Facilities A Lender may exercise its discretion in deciding whether to enter into specific loan agreements with the Borrower in accordance with its management policies and loan approval procedures. The Facilities A Lender, at any time it chooses to, has the rights to investigate into whether the Borrower has been fulfilling its obligations under the Facilities A Framework Agreement.
- (7) The Facilities A Lender may require the Borrower to provide additional guarantee other than the one to be provided by the Group.

LETTER FROM THE BOARD

(d) *Facilities B Framework Agreement*

Parties

- (i) Borrower
- (ii) Facilities B Lender

Terms of the Facilities B Framework Agreement

Set out below are some of the salient terms of the Facilities B Framework Agreement:-

- (1) The Borrower may borrow up to a maximum aggregated credit amount of RMB50 million during the usage period.
- (2) The maximum aggregated credit amount may be utilized in one or more types of borrowing such as loans, import and export documents, promissory notes, discounted bills, letters of credit, letters of guarantee, or any types of credit facilities accepted by the Facilities B Lender.
- (3) The usage period of the maximum aggregated credit amount is 1 year which commences from the date of entering into the Facilities B Framework Agreement.
- (4) The credit facilities under Facilities B are revolving facilities and can be reused during the usage period once repaid.
- (5) The fees of bills, bank guarantee, international trades and financing, discount rate of discounted bills, the interest rate and exchange rate in respect of loans and import and export documents chargeable by the Facilities B Lender shall be determined in the contracts to be agreed between the Borrower and the Facilities B Lender.
- (6) The Facilities B Lender, at any time it chooses to, has the rights to investigate into the use of the credit limit as specified in the Facilities B Framework Agreement. Under certain circumstances, Facilities B Lender may also adjust the loan period of Facilities B.
- (7) Facilities B Lender may require the Borrower to provide additional guarantee other than the one to be provided by the Group.
- (8) If the Borrower fails to fulfil its obligations under the Facilities B Framework Agreement, Facilities B Lender may terminate the use of the credit limit under the Facilities B Framework Agreement.

LETTER FROM THE BOARD

ii. Information of the Parties

(a) Borrower

Xiamen Zhong Bao is principally engaged in the business of dealership, sales, exhibitions, parts supplies, provision of automobiles after-sales service in Xiamen, the PRC.

For the financial year ended 31 December 2012, the Borrower's aggregated sales exceeded RMB1,657 million (equivalent to approximately HK\$2,061 million). The Borrower had a net asset value of approximately RMB341 million (equivalent to approximately HK\$424.2 million) as of 31 December 2012.

(b) Lenders

China CITIC Bank Xiamen Branch is the Facilities A Lender to the Facilities A Agreements which is a branch company of China CITIC Bank. China CITIC Bank is principally engaged in banking and other related financial services.

China Minsheng Bank is the Facilities B Lender to the Facilities B Agreement. China Minsheng Bank is principally engaged in commercial banking.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Lenders are third parties independent of the Company and are not connected persons of the Company.

(c) The Guarantor

Xiamen BMW, a subsidiary of the Company, is the Guarantor of the facilities under the Facilities A Agreements and the Facilities B Agreements.

The Company is an investment holding company. Its subsidiaries are principally engaged in the distribution of motor vehicles, provision of car-related technical services, servicing of motor vehicles and sales of auto parts.

iii. Estimated maximum amount of interest and fees under the Facilities Guarantees

The calculation of the estimated maximum amount of interest and fees payable by the Group under the Facilities Guarantee is based on the following assumptions:–

- (1) The maximum amount borrowed under the Facilities A and Facilities B is drawn by the Borrower on the first day when the Facilities Agreements are entered into.
- (2) No interest or repayment is made by the Borrower during the loan period.
- (3) The Company assumes the duty to pay off the default Facilities and the liabilities and repay all of the principal in its entirety immediately.

LETTER FROM THE BOARD

The interest rate of the Facilities A and Facilities B will be the prevailing market bank loan rate in the PRC. The forecasted market bank loan rate for 2014 is approximately 6% and the market bank loan rate used in the facilities in 2013 ranged from approximately 5.6% to approximately 5.8%.

Calculation

Size of the facilities RMB50 million x 2 = RMB100 million

Thus, the corresponding Facilities Guarantees is based on an estimate of the orders for the sale of cars:

Number of cars (for sale) orders each month	300
Average cost of car	RMB600,000
Total cost per month	RMB180 million

The maximum exposure and liabilities of the Facilities Guarantees is calculated based on the following:

	Facilities A	Facilities B
Principal (A)	RMB50 million	RMB50 million
Loan period	1 year	1 year
Maximum loan interest (B) (assuming 6% per annum)	RMB3 million	RMB3 million
Guarantee period	2 years	2 years
Maximum penalty (same terms with the same banks previously) (C)	RMB50 million x (6% x 50%) = RMB1.5 million	RMB50 million x (6% x 50%) = RMB1.5 million
Facility fee (calculated at 0.3% of loan principal) (same terms with the same banks previously) (D)	RMB0.15 million	RMB0.15 million

LETTER FROM THE BOARD

	Facilities A	Facilities B
Other miscellaneous costs (approximately) (E) <i>(See note)</i>	RMB1 million	RMB1 million
<hr/>		
Total: Principal (A)	RMB50 million	RMB50 million
Other liabilities (B+C+D+E) Or approximately	RMB5.65 million RMB6 million	RMB5.65 million RMB6 million
Estimated maximum exposure	RMB56 million	RMB56 million
<hr/>		
Total estimated maximum exposure for both Facilities A and Facilities B is:	RMB112 million	

Note: "Other miscellaneous costs" refers to any contingent legal and/or professional fees.

iv. Reasons for and Benefits of the Transaction

Due to certain rules and regulations in the PRC, foreign companies are not allowed to engage in the business of trading motor vehicles directly in the PRC. As such, the Group has, prior to its listing in June 2002, entered into technical and cooperation agreements with a number of PRC companies as its distribution agents. Xiamen Zhong Bao has been one of the Group's distribution agents since October 2003. This business model has remained unchanged since the listing of the Company's shares on the GEM of the Stock Exchange.

Pursuant to the technical and cooperation agreements, the distribution agents shall purchase motor vehicles manufactured in the PRC from local suppliers on behalf of the Group and assist the Group in marketing such motor vehicles to the customers in the PRC. In return, the Group receives fees from technical service provided to such agents based primarily on the number of motor vehicles sold. Payments are made to the agents for the purchase of motor vehicles and the Group receives settlement from the agents from time to time in relation to the motor vehicles sold to the customers.

The financing arrangements under the technical and cooperation agreements entered into with the distribution agents include making advance payments and providing Facility Guarantees as financing support to the distribution agents for the purchase of motor vehicles which are part and parcel of the terms of the technical and cooperation agreements. Furthermore, the provision of Facility Guarantees secures an important source of motor vehicles for our Group's motor vehicles servicing business in Xiamen which is one of the principal business activities of the Group. Although the provision of Facility Guarantees does not directly contribute to the sales in our car trading business, it indirectly increases our revenue by gaining a bigger market share in the motor vehicles servicing business which constitutes part of the ordinary and usual course of business of the Group.

LETTER FROM THE BOARD

In the three years ended 31 December 2011, 2012 and 2013, Xiamen BMW, a subsidiary of the Company, provided guarantees to the Borrower in the amount of approximately RMB208,000,000 (equivalent to approximately HK\$256,672,000), RMB120,000,000 (equivalent to approximately HK\$149,280,000), and RMB70,000,000 (equivalent to approximately HK\$89,670,000) respectively.

Furthermore, as the Facilities Guarantees were provided to Xiamen Zhong Bao for the purpose of purchasing motor vehicles from the manufacturers and Xiamen Zhong Bao has a good credit history with our Group, the provision of the Facilities Guarantees will secure the source of technical fee income for the Group. The Board also considers that (i) it has been in this business cooperation to provide corporate guarantees for the aforesaid purpose to this business partner and similar corporate guarantees have been granted to the same banks; and (ii) the terms of the Facilities A Framework Agreement, the Facilities B Framework Agreement, the Facilities A Guarantee Agreement and the Facilities B Guarantee Agreement were negotiated on an arm's length basis. The Board considers that the terms of the Facilities Guarantee Agreements are fair and reasonable and the entering into of the Facilities Guarantee Agreements and the provision of the Facilities Guarantees are in the interests of the Company and the Shareholders as a whole.

iv. GEM Listing Rules Implications

As one or more of the applicable percentage ratios (as set out and calculated under Rule 19.07 of the GEM Listing Rules) in respect of the Transaction exceed(s) 25% but is/are less than 75%, the Transaction constitutes a major transaction of the Company and will be subject to the applicable announcement and shareholders' approval requirements under Chapter 19 of the GEM Listing Rules.

The Board would like to seek the Shareholders' approval of the Proposed Mandate at the EGM to grant to the Directors authority to enter into the Facilities Guarantee Agreements and complete the Transaction.

To the best of the knowledge, information and belief of the Directors having made all enquiries, no Shareholders or any of their respective associates have any material interest in the Transaction. As such, no Shareholder would be required to abstain from voting on the resolutions to be proposed at the EGM.

As the Transaction involving the proposed provision of the Facilities Guarantees by the Company may or may not proceed, Shareholders and potential investors should exercise caution when dealing in the shares of the Company.

THE EGM

The EGM will be held at 4:00 p.m. on Friday, 14 March 2014, at Unit 1203, Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong to consider and, if thought fit, approve, among other things, the Proposed Mandate in relation to the Transaction.

LETTER FROM THE BOARD

CLOSURE OF REGISTER OF MEMBERS

The Company's register of members will be closed from Thursday, 13 March 2014 to Friday, 14 March 2014 (both days inclusive), during which period no transfer of shares of the Company will be registered. In order to qualify to attend and vote at the EGM, all instruments of transfer must be delivered to the Company's share registrar, Computershare Hong Kong Investor Services Limited located at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, no later than 4:30 p.m. on Wednesday, 12 March 2014.

ACTION TO BE TAKEN

A proxy form for use at the EGM is enclosed herein. Whether or not you intend to be present at the EGM, you are requested to complete the form of proxy in accordance with the instructions printed thereon and return the same to the Computershare Hong Kong Investor Services Limited located at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, no later than 24 hours before the time fixed for holding the EGM or any adjournment thereof. Completion and delivery of the form of proxy will not prevent you from attending and voting at the EGM or any adjournment thereof if you so wish.

PROCEDURES BY WHICH SHAREHOLDERS MAY DEMAND A POLL

Pursuant to Rule 17.47(4) of the GEM Listing Rules, all votes of the Shareholders at general meetings must be taken by poll. The Chairman of the EGM will therefore demand a poll for every resolution put to vote at the EGM.

Pursuant to article 66 of the articles of association of the Company, a resolution put to the vote of the general meeting shall be decided by way of a poll save that the chairman of the meeting may in good faith, allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands in which case every Shareholder present in person (or being a corporation, is present by a duly authorized representative), or by proxy(ies) shall have one vote provided that where more than one proxy is appointed by a Shareholder which is a clearing house (or its nominee(s)), each such proxy shall have one vote on a show of hands.

The results of the poll will be published on the websites of the Company and GEM as soon as practicable following the conclusion of the EGM.

RECOMMENDATIONS

The Board considers that the terms of the Facilities Guarantee Agreements to be fair and reasonable and that the resolutions set out in the notice of the EGM are in the interest of the Company and the Shareholders as a whole. As such, the Board recommends the Shareholders to vote in favour of all resolutions at the EGM.

LETTER FROM THE BOARD

OTHER INFORMATION

Your attention is also drawn to the information set forth in the Appendices to this circular.

Yours faithfully,
By order of the Board
G.A. Holdings Limited
Loh Nee Peng
Executive Deputy Chairman

FINANCIAL INFORMATION OF THE GROUP

Financial information of the Group for the nine-month period ended 30 September 2013 and the years ended 31 December 2010, 2011 and 2012 respectively are disclosed in the following documents which have been published on the websites of the Stock Exchange (<http://www.hkexnews.hk>) and the Company (<http://www.ga-holdings.com.hk>):

- third quarterly report of the Company for the nine-month period ended 30 September 2013 published on 12 November 2013 (pages 2 – 8);
- annual report of the Company for the year ended 31 December 2012 published on 26 March 2013 (pages 30 – 88);
- annual report of the Company for the year ended 31 December 2011 published on 1 April 2012 (pages 28 – 88); and
- annual report of the Company for the year ended 31 December 2010 published on 31 March 2011 (pages 26 – 88).

INDEBTEDNESS STATEMENT

As at the close of business on 31 December 2013, being the latest practicable date for the purpose of this indebtedness statement prior to the printing of this circular, the Group had borrowings amounting to approximately HK\$66.0 million, details of which are as follows:

Borrowings

The following table illustrates the unaudited financial information of the Group's bank and other borrowings as at 31 December 2013:

	<i>HK\$'000</i>
Obligations under finance leases	17,397
Trust receipts loans	16,987
Bank loans	<u>31,624</u>
	<u><u>66,008</u></u>

Analysed as:

	Secured <i>HK\$'000</i>	Unsecured <i>HK\$'000</i>	Total secured and unsecured <i>HK\$'000</i>	Guaranteed <i>HK\$'000</i>	Unguaranteed <i>HK\$'000</i>	Total guaranteed and unguaranteed <i>HK\$'000</i>
Obligations under finance leases	17,397	-	17,397	-	17,397	17,397
Trust receipts loans	-	16,987	16,987	16,987	-	16,987
Bank loans	-	31,624	31,624	1,520	30,104	31,624
	<u>17,397</u>	<u>48,611</u>	<u>66,008</u>	<u>18,507</u>	<u>47,501</u>	<u>66,008</u>

Certain motor vehicles of the Group in relation to the car rental business are held under finance leases. Finance lease liabilities are effectively secured as the rights to the leased assets will revert to the lessor in the event of default.

As at 31 December 2013, the Group's trust receipt loans of HK\$16,987,000 and bank loans of HK\$1,520,000 are guaranteed by the Company.

Pledged deposits

As at 31 December 2013, the Group's bank deposits of HK\$9,992,000 are pledged in respect of providing security to suppliers.

Contingent liabilities and guarantees

As at 31 December 2013, the Group had the following contingent liabilities and guarantees in the ordinary course of business:-

Guarantees for bank loans to Xiamen Zhong Bao	RMB70,000,000 (equivalent to approximately HK\$89,670,000)
---	---

Leasehold lands and buildings of approximately HK\$4,709,000 and HK\$797,000 respectively are pledged to the banks to secure banking facilities up to approximately HK\$89,670,000 granted to Xiamen Zhong Bao.

Saved as disclosed above, no member of the Group is engaged in any litigation or claims of material importance known to the Directors to be pending or threatened against any members of the Group.

Save as aforesaid or as otherwise disclosed herein and apart from intra-group liabilities, the Group did not have any loan capital issued and outstanding or agreed to be issued, any bank overdrafts and liabilities under acceptances (other than normal trade bills) or other similar indebtedness, debentures, mortgages, charges or loans or acceptance credits or hire purchase commitments, guarantees or other material contingent liabilities as at the close of business on the Latest Practicable Date.

WORKING CAPITAL STATEMENT

The Directors are of the opinion that, after taking into account the present internal resources and available bank loan facilities of the Group, and the effect of the Transaction in the absence of any unforeseen circumstances, the Group has sufficient working capital for at least the next twelve months from the date of publication of this circular.

FINANCIAL EFFECT

The Transaction will not have any immediate effect on the Group's earnings, assets and liabilities. However, the Company as the Guarantor will be responsible for repayment of the banking facilities amounted to approximately RMB100 million (equivalent to approximately HK\$127.7 million) for the principal amount guaranteed under the Facilities Guarantee Agreements and approximately RMB12 million (equivalent to approximately HK\$15.3 million) for all related interests, penalties, damages and banks' expenses incurred in the enforcement of the facilities in case there is a default in the repayment of such loans by the Borrowers.

In the event that the Borrowers were to default in the payments of the loans granted under the Facilities Agreements, the Company's liabilities would be increased by approximately RMB100 million (equivalent to approximately HK\$127.7 million) for the principal amount guaranteed under the Facilities Guarantee Agreements and approximately RMB 12 million (equivalent to approximately HK\$15.3 million) for all related interests, penalties, damages and banks' expenses incurred in the enforcement of the facilities in the event that there is a default in the repayment of such loans by the Borrower, and the same amount will be charged to the income statement.

In assessing the Borrower's credit risk, the Board not only took into consideration that there was a long history of cooperation between the Group and the Borrower, the Board also performed a financial assessment on the Borrower's asset, quality, leverage and liquidity ratios.

In particular, the Board examined the following areas of the Borrower as part of its assessment on the credit risk of the Borrower:

- (i) the turnover of inventory and the level of obsolete stock of the Borrower;
- (ii) an ageing analysis of the Borrower's debtors;
- (iii) the carrying amount of assets of the Borrower;
- (iv) an estimation of the value of the servicing centres and showrooms of the Borrower;

- (v) the gearing ratio of the Borrower to meet its short-term obligations as well as its long-term liabilities;
- (vi) the past history of the Borrower's ability to repay its bank loans; and
- (vii) the ability of the Borrower in maintaining an adequate cash flow in its day-to-day operations and an adequate reserve of banking facilities.

Having considered the above criteria of the Borrower, the Board is of the view that the credit risk of the Borrower is small and that the Borrower has been monitoring its credit risk actively and effectively for the financial years under review.

After considering the previous financial and operation performance of the Borrower and that the Borrower has never been noted for any default in repayment to the banks, the Directors are of the view that the provision of the Facilities Guarantees will not have any material negative financial effects on the earnings, assets and liabilities of the Group, unless the Company is required to settle the obligations under the Facilities Guarantee. It is expected that the (i) working capital (i.e. the net current assets and liabilities) of the Group will not decrease; (ii) the gearing ratio expressed as a percentage of total borrowings, including bills payables, short term and long term bank borrowings will not increase; and (iii) cash outflow from investing activities will increase and/or cash inflow from financing activities (i.e. bank borrowings and/or other external financing) will not increase. On the contrary it is also expected that the cash inflow from operating activities and earnings of the Group will increase due to the increase in technical fee income and servicing income accordingly.

MATERIAL ADVERSE CHANGE

The Directors are not aware of any material adverse change to the financial or trading position of the Group since 31 December 2012, being the date to which the latest published audited financial statements of the Company were made up.

FINANCIAL AND TRADING PROSPECTS

The general market of deluxe automobiles in the PRC showed a slight recovery since the third quarter of 2013 although the demand of large luxury cars in the PRC declined in early 2013. To satiate the customers' appetite for luxury cars, manufacturers of premium luxury cars have shifted their product line-ups by introducing smaller and better equipped premium models. For example, the new BMW 3-series GT was launched earlier in 2013 to fill the gap in the demand of luxury cars which had fallen when the economy in the PRC was faced with uncertainties. The chief sales executive of the manufacturer of BMW and Mini expected and forecasted that the overall sales of vehicles made by BMW and Mini in the PRC for the first three quarters in 2013 recorded an increase of about 20 percent as compared to 2012, and such trend in the recovery is expected to continue in 2014. The Group expects that its sales will follow this market trend in 2014.

In the second half of 2013, the Group's effort in market promotion and various initiatives in enhancing customer services stimulated car sales. The Group is working together with its strategic business partners to cope with the change of pace in the growth of the market and the change in product trends. In

addition, all our servicing shops are offering unrivalled “5 Ss” after-sales services (i.e. Sales, Services, Spare parts, Standard modification, and Security system) to our customers. As it is expected that the growth in the demand of after-sales servicing of premium cars will continue from 2013 to 2014, after-sales servicing will play a significant role in the business and the revenue of the Group throughout the year in 2014.

Presently, the PRC is not only one of the biggest markets for premium automobiles made by BMW and Mini, it is also a key market for other luxury European marques. As such, the Directors are optimistic about the long term prospects of the sales of motor vehicles in the PRC. In order to improve the performance in this segment, a wholly-owned subsidiary of the Company, Fuzhou BMW, acquired the entire equity interest in Fuzhou Furi on 24 October 2013 which is currently in negotiation with an European luxurious automobile manufacturer in relation to the distributorship of certain ultra-luxury European automobile brands in Fuzhou. This project is expected to mature around mid-2014. For further information, please refer to the principal terms of the agreement have been set out in the announcement dated 28 October 2013.

As for the Group’s local car rental business in Hong Kong operated under Hertz, the business continues to perform satisfactorily. The management reviews its business strategy from time to time so as to maximize return and enhance the yield of the investment made in the car rental business.

The Group strives for growth through sustaining the development of its core operations as well as from seeking dynamic expansion from acquisitions or joint ventures in 2014.

With the expiry of various bank guarantees during 2013, the total amount of bank guarantees granted by the Group decreased from HK\$179 million at the beginning of 2013 to HK\$90 million around the end of 2013. If the proposed major transaction contemplated in this circular is completed, the total amount of bank guarantees granted by the Group will be approximately HK\$218 million.

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Group. 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.

DISCLOSURE OF INTERESTS**Interest of Directors**

As at the Latest Practicable Date, the interests or short position of Directors in the shares, underlying shares and debentures of the Company and its associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance (“SFO”)) which are notified to the Company and the Stock Exchange pursuant to the SFO (including interests or short positions which they are taken or deemed to have under the provisions of the SFO), or which are required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein, or which were required pursuant to Rule 5.46 of the GEM Listing Rules, to be notified to the Company and the Stock Exchange, were as follows:

Long positions in shares

Name	Capacity	Number of ordinary shares held				Total	Approximate percentage of shareholding
		Personal Interest	Family Interest	Corporate Interest	Other Interests		
Loh Nee Peng	Interest of a controlled corporation	-	-	100,149,480 <i>(Note 1)</i>	-	100,149,480	21.03%
Loh Boon Cha	Deemed interest	-	54,865,480 <i>(Note 2)</i>	45,284,000 <i>(Note 2)</i>	-	100,149,480	21.03%

Notes:

1. The 100,149,480 shares are held as to 54,865,480 shares by Big Reap Investment Limited and as to 45,284,000 shares by Loh & Loh Construction Group Ltd., which are interested as to 100% and 15%, respectively by Mr. Loh Nee Peng. By virtue of the SFO, Mr. Loh Nee Peng is deemed to be interested in the shares held by Big Reap Investment Limited and Loh & Loh Construction Group Ltd.
2. Out of the 100,149,480 shares deemed to be interested by Mr. Loh Boon Cha, 45,284,000 shares are held by Loh & Loh Construction Group Ltd. which in turn is interested as to 21% by Mr. Loh Boon Cha, 15% by Mr. Loh Him Her, and 15% by Mr. Loh Nee Peng. Out of the 100,149,480 shares deemed interested by Mr. Loh Boon Cha, 54,865,480 shares are held by Big Reap Investment Limited which in turn is interested as to 100% by Mr. Loh Nee Peng. By virtue of the SFO, Mr. Loh Boon Cha is deemed to be interested in the shares held by Loh & Loh Construction Group Ltd. and Big Reap Investment Limited as Mr. Loh Boon Cha is the father of Mr. Loh Nee Peng and the brother of Mr. Loh Him Her.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or their associates, has any interests or short position in the shares, underlying shares and debentures of the Company and its associated corporation (within the meaning of Part XV of the SFO) which are notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they are taken or deemed to have under the provisions of the SFO), or which are required, pursuant to Section 352 of the SFO, to be entered in the register referred to therein, or which were required pursuant to Rule 5.46 to 5.67 of the GEM Listing Rules to be notified to the Company and the Stock Exchange.

Substantial Shareholders

As at the Latest Practicable Date, the persons or corporations (other than Directors or chief executive of the Company) who have interests or short position in the shares and underlying shares of the Company as recorded in the register required to be kept under Section 336 of the SFO or have otherwise notified to the Company were as follows:

Name	Capacity	Number of shares held	Approximate percentage of shareholding
Loh & Loh Construction Group Ltd.	Beneficial owner (<i>Note 1</i>)	45,284,000	9.51%
Loh Kim Her	Interest of a controlled corporation (<i>Note 2</i>)	53,284,000	11.19%
Fang Zhen Chun	Beneficial owner	90,792,000	19.06%
Chan Hing Ka Anthony	Beneficial owner and interest of a controlled corporation (<i>Note 3</i>)	95,141,925	19.98%

Notes:

1. Loh & Loh Construction Group Ltd. is held as to 49% by Mr. Chan Hing Ka Anthony, as to 15% by Mr. Loh Him Her, as to 15% by Mr. Loh Nee Peng and as to 21% by Mr. Loh Boon Cha. Mr. Chan Hing Ka Anthony, Mr. Loh Kim Her and Mr. Loh Nee Peng are Directors and Mr. Loh Boon Cha is the brother of Mr. Loh Him Her and the father of Mr. Loh Nee Peng.
2. The 53,284,000 shares held as to 8,000,000 shares by Affluence Investment International Limited, and as to 45,284,000 shares by Loh & Loh Construction Group Ltd., which are interested as to 100% and 15% respectively by Mr. Loh Kim Her. By virtue of the SFO, Mr. Loh Kim Her is deemed to be interested in the shares held by Affluence Investment International Limited, and Loh & Loh Construction Group Ltd.
3. The 95,141,925 shares held as to 49,481,925 shares by Tycoons Investment International Limited and as to 45,284,000 shares by Loh & Loh Construction Group Ltd., which are interested as to 100% and 49% respectively by Mr. Chan Hing Ka Anthony, as well as 376,000 shares held directly as beneficial owner. By virtue of the SFO, Mr. Chan Hing Ka Anthony is deemed to be interested in the shares held by Tycoons Investment International Limited and Loh & Loh Construction Group Ltd.

Save as disclosed above, as at the Latest Practicable Date, the Directors are not aware of any other person or corporation having an interest or short position in the shares and underlying shares of the Company representing 5% or more of the issued share capital of the Company.

COMPETING INTERESTS

As at the Latest Practicable Date, none of the Directors or (so far as was known to them) any of their respective associates was interested in a business which competes or is likely to compete, either directly or indirectly, with the business of the Group.

DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had any existing or proposed service contracts with the Company which does not expire or is not determinable by the Company within one year without payment of compensation (other than statutory compensation).

AUDIT COMMITTEE

The audit committee of the Company comprises four independent non-executive Directors, namely, Mr. Lee Kwok Yung (chairperson), Mr. Yin Bin, Ms. Song Qi Hong and Mr. Wong Jacob. The primary duties of the audit committee are mainly to (a) review the Group's annual financial statements, interim reports and quarterly reports; and (b) to review and supervise the financial reporting process and the internal control procedures of the Group; and (c) liaise with the external auditor at least twice a year and provide advice and comments thereon to the board of Directors.

Mr. Lee Kwok Yung

Mr. Lee Kwok Yung, aged 58, was appointed as an independent non-executive Director since June 2002. Mr. Lee is a solicitor admitted to practice law in Hong Kong and a member of the Law Society of Hong Kong. He is currently a partner at Messrs Hau, Lau, Li & Yeung, Solicitors & Notaries in Hong Kong. Mr. Lee has over 20 years of experience in law practicing. He holds a diploma from the College of Radiographers and an honor degree in law from the University of London, and a postgraduate certificate in law from the University of Hong Kong. Mr. Lee is experienced in commercial law, litigation and conveyancing.

Mr. Yin Bin

Mr. Yin Bin, aged 42, obtained a master degree in economics from the Hunan University. Mr. Yin is the general manager of a trading financial service agent in the PRC and has extensive experience in trade and finance. He has been appointed as an independent non-executive Director since July 2004.

Ms. Song Qi Hong

Ms. Song Qi Hong, aged 42, holds a bachelor degree in economics and a master degree in business administration from Huazhong Agricultural University (華中農業大學). She is a certified tax planner registered with China Enterprise Confederation and a member of each of The Chinese Institute of Certified

Public Accountants and The Institute of Internal Auditors. Ms. Song has more than 18 years of experience in the fields of auditing, accounting and financial management. She was a senior project manager of a bank in China and then served a chief financial officer of in the commercial sector. She is currently the general manager of finance and auditing department and a committee member of the credit guarantee risk appraisal committee of Guangdong Yinda Guaranty Investment Group Company Limited (廣東銀達擔保投資集團有限公司). She was appointed as an independent non-executive Director since August 2010.

Mr. Wong Jacob

Mr. Wong, Jacob, aged 51, holds a bachelor degree in general business from University of San Francisco. He is a senior management professional with over 20 years of exceptional skills and experience in business development, account management, client development, sales and partnership management. He is a consultant for Asia Pacific region of an investment company in San Francisco. Mr. Wong was appointed as an independent non-executive Director since March 2012.

LITIGATION

The Company was not engaged in any litigation or arbitration or claims of material importance, and no such litigation or arbitration or claim of material importance was known to the Directors to be pending or threatened by or against the Company, as at the Latest Practicable Date.

Saved as disclosed above, no member of the Group is engaged in any litigation or claims of material importance known to the directors to be pending or threatened against any members of the Group.

INTERESTS IN ASSETS OF THE GROUP

As at the Latest Practicable Date, none of the Directors had any direct or indirect interests in any assets which have been acquired or disposed of by, or leased to, or which were proposed to be acquired or disposed of by or leased to, any member of the Group since 31 December 2012 (being the date to which the latest published audited consolidated financial statements of the Group were made up).

INTERESTS IN CONTRACTS OR ARRANGEMENT

As at the Latest Practicable Date, none of the Directors was materially interested in any contracts or arrangements subsisting as at the Latest Practicable Date which was significant in relation to the business of the Group.

MATERIAL CONTRACTS

As at the Latest Practicable Date, the following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the members of the Group within the two years immediately preceding the issue of this circular, and are material:

- (a) the share transfer agreement dated 24 October 2013 entered into between Xiamen Zhong Bao and 福州寶馬汽車服務有限公司 (Fuzhou BMW Automobiles Service Co., Ltd.*) (“Fuzhou BMW”), pursuant to which Fuzhou BMW agreed to pay RMB12.9 million (equivalent to

approximately HK\$16.4 million) in cash to Xiamen Zhong Bao as the consideration for the shareholding interest of 福州歐利行汽車銷售服務有限公司 (Fuzhou Furi Auto Sales and Services Co., Ltd.)*("Fuzhou Furi") which was determined with reference to the net asset value of Fuzhou Furi; and

- (b) the share disposal agreement dated 28 October 2013 entered into between Fuzhou BMW and 泉州給力投資有限公司 (Quanzhou Geili Investments Co., Ltd.)* ("Quanzhou Geili"), pursuant to which Quanzhou Geili agreed to pay RMB24.5 million (equivalent to approximately HK\$31.1 million) in cash to Fuzhou BMW as consideration for the shareholding interest of Fuzhou Furi which was determined with reference to the increased net asset value of Fuzhou Furi.

DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the office of the Company during normal business hours on any weekday (except Saturdays, Sundays and public holidays) from the date of this circular up to and including 14 March 2014:

- (a) the memorandum of association and articles of association of the Company;
- (b) the directors' service contracts referred to in the paragraph headed "Directors' Service Contracts" in this appendix;
- (c) the material contracts referred to in the paragraph headed "Material Contracts" in this appendix;
- (d) the annual reports of the Company for the financial years ended 31 December 2010, 2011 and 2012 and the third quarterly report of the Company for the period ended 30 September 2013;
- (e) this circular;
- (f) the Facilities A Framework Agreement to be entered into by the Facilities A Lender and the Borrower as soon as practicable if approve by the EGM;
- (g) the Facilities B Framework Agreement to be entered into by the Facilities B Lender and the Borrower as soon as practicable if approve by the EGM;
- (h) the Facilities A Guarantee Agreement to be entered into by the Facilities A Lender and the Company; and
- (i) the Facilities B Guarantee Agreement to be entered into by the Facilities B Lender and the Company as referred to in this circular.

GENERAL INFORMATION

- (a) The company secretary and qualified accountant of the Company is Mr. Yeung Chak Sang Johnson, being a fellow member of the Hong Kong Institute of Certified Public Accountants.

* *For identification purposes only*

- (b) The Company's branch share registrar and transfer office in Hong Kong is Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.
- (c) The English text of this circular shall prevail over the Chinese text in the case of any inconsistency.
- (d) Mr. Choy Choong Yew, an executive Director, also acts as the compliance officer of the Company.

NOTICE OF EXTRAORDINARY GENERAL MEETING



G.A. HOLDINGS LIMITED **G.A. 控股有限公司**

*(Incorporated in the Cayman Islands with limited liability and carrying on business in Hong Kong
under the trading name of German Automobiles International Limited)*

(Stock Code: 8126)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the extraordinary general meeting (the “EGM”) of the shareholders of G.A. Holdings Limited (the “Company”) will be held at 4:00 p.m., on Friday, 14 March 2014, at Unit 1203, Eton Tower, 8 Hysan Avenue, Causeway Bay, Hong Kong for the following purposes, Unless otherwise stated, capitalised terms stated herein shall have the meanings ascribed to them in the circular dated 26 February 2014.

To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions.

ORDINARY RESOLUTION

“THAT

- (a) the Facilities Guarantee Agreements, a copy of each has been produced at this meeting marked “A” and “B” respectively and initialled by the chairman of the meeting for the purpose of identification, to be entered into between Xiamen BMW and the Facilities A Lender and between Xiamen BMW and the Facilities B Lender respectively, the terms of the Facilities Guarantee Agreements and the Transaction contemplated thereunder are hereby approved, confirmed and ratified; and
- (b) the Directors of the Company be and is hereby granted a mandate and authorised on behalf of the Company to do all such things and sign, seal, execute, perfect and deliver all such documents as they may in their discretion consider necessary, desirable or expedient, for the purposes of or in connection with the implementation and/or give effect to any matters relating to the Facilities Guarantee Agreements and the Transaction contemplated thereunder.”

By order of the Board
G.A. Holdings Limited
Loh Nee Peng
Executive Deputy Chairman

Hong Kong, 26 February 2014

NOTICE OF EXTRAORDINARY GENERAL MEETING

Registered office:

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

Principal place of business in Hong Kong:

Unit 1203, Eton Tower
8 Hysan Avenue
Causeway Bay
Hong Kong

Head office in Singapore

51 Goldhill Plaza
#15-05
Singapore 308900

Notes:

1. The register of members of the Company will be closed from Thursday, 13 March 2014 to Friday, 14 March 2014 (both dates inclusive), during which period no transfer of shares will be registered. In order to determine the identity of members who are entitled to attend and vote at the EGM to be held on Friday, 14 March 2014, all transfers of shares accompanied by the relevant share certificates must be lodged with the Company's branch share register in Hong Kong, Computershare Hong Kong Investor Services Limited, no later than 4:30 p.m. on Wednesday, 12 March 2014, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.
2. Any member of the Company entitled to attend and vote at the EGM convened by the above notice is entitled to appoint one or, if he holds two or more Shares, more proxies to attend and vote on his behalf. A proxy need not be a member of the Company.
3. To be valid, a form of proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority must be deposited at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof. Completion and return of the form of proxy will not preclude a member from attending and voting in person.
4. If two or more persons are joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the other joint holder(s). For this purpose, seniority shall be determined by the order in which the names stand in the principal or branch register of members of the Company in respect of the joint holding.