

**VALUE PARTNERS CHINA GREENCHIP FUND LIMITED
REALISATION FORM**

Please read the latest Explanatory Memorandum, the Addenda thereto (if any) and the financial reports of the Value Partners China Greenchip Fund Limited (the "Fund") before you complete this Form. Please complete this Form carefully in English using block letters and return this Form to the Manager at the address or fax number shown below. Complete details must be given to ensure that your realisation request is properly processed.

To: Value Partners Limited,
9th Floor, Nexxus Building,
41 Connaught Road Central, Hong Kong.

Tel No. (852) 2880 9263 Fax No. (852) 2565 7975

1. Realisation Details

I/We _____ (Name of Registered Shareholder(s)) (A/C No. _____)

request to realise the following class(es) of Shares in Value Partners China Greenchip Fund Limited, subject to the terms and provisions of the Articles.

| Class of Shares | No. of Shares to be Realised# |
|-----------------|-------------------------------|
| Class A | |

#Please insert the number of Shares to be realised or "ALL" if total realisation is required.

2. Payment Details:

I/We request the realisation proceeds to be paid to me/us in (please state currency* , which should be freely convertible, otherwise the proceeds will be paid in the base currency of the Fund) _____, and (please indicate your request by ticking ONE box)

- to be paid by cheque in my/our name(s) as appears on the Shareholders' Register and be sent at my/our own risk to my/our registered address.
- to be remitted by telegraphic transfer to my/our bank account as follows (please state bank account details): -

Name of Bank: _____

Name of Bank Account: _____

Bank Account No.: _____

Currency* : _____ SWIFT Code (if applicable) : _____

Bank Address: _____

Correspondent Bank Name and Branch: _____

Beneficiary Bank and Address: _____

(*For settlement in currency other than the Fund's base currency / if the account is in a currency different to the currency in which the Shares being realised are denominated, I/we authorise the

Manager or Administrator to make the currency exchange at a rate deemed appropriate by them, and to deduct the foreign exchange conversion costs, bank charges and telegraphic transfer costs from the realization proceeds.)

Realisation proceeds will not be paid to any person other than the registered shareholder(s)

3. Representation and Warranties

I/We repeat, as appropriate, the representations and warranties set out in the latest Subscription Form submitted by me/us relating to the Shares.

4. Execution

The person(s) signing below represent(s) and warrant(s) that he is/they are duly authorised to sign this Form.

Individual Shareholder(s)

Signature(s) (1) _____
(2) _____
(3) _____
(4) _____

Corporate/Partnership/Nominee Shareholder (s)

(affix Corporate Seal or Company Chop) (1) _____
Name and Signature

Capacity
(2) _____
Name and Signature

Capacity
Date : _____

Signature Verified By : -

Name in Block Letters

Capacity

NOTES :

1 All joint Shareholders must sign this Form unless one or more Shareholder(s) has/have been previously authorised to sign on behalf of his joint Shareholders (where such authorisation has been notified in writing to the Manager). A corporation should sign under the hand of a duly authorised official together with a company chop or seal.

- 2 *Requests for the realisation of Shares in the Fund must be received (whether by post or by fax) by the Manager on or before 5:00 p.m. (Hong Kong time) on a Business Day which falls within the period from the 10th to 15th day of each calendar month (or such other days as the Manager may permit at its discretion) to be dealt with by reference to the Valuation Day (which coincides with the close of that Dealing Period) in that calendar month. If a request (whether sent by post or by fax) is received before the 10th day of a calendar month, it will be deemed to have been received on the 10th day of that calendar month (or if that day is not a Business Day, the next following Business Day) and will be dealt with in the same Dealing Period and with reference to the Valuation Day coinciding with the close of such Dealing Period. If a request (whether sent by post or by fax) is received after the 15th day of a calendar month, it will be deemed to have been received on the 10th day of the next calendar month (or if that day is not a Business Day, the next following Business Day) and will be dealt with in the next Dealing Period and with reference to the Valuation Day coinciding with the close of such succeeding Dealing Period. A Business Day is a day (other than a Saturday) on which banks in Hong Kong are open for general business provided that, where as a result of a Number 8 Typhoon Signal being hoisted or a Black Rainstorm warning being issued or other similar event, the period during which banks in Hong Kong are open on any day is reduced, such day shall not be a Business Day unless the Manager otherwise determines.*
- 3 *If the number of Shares in the relevant class of the Fund to be realised is not indicated, the request for realisation will apply to **all** the shares held in the relevant class of the Fund. Any partial realisation must not result in the Shareholder's balance holding of less than any minimum holding of Shares prescribed by the Manager from time to time in respect of the relevant class or Shares. If a request for partial realisation will result in the Shareholder's balance holding being less than the minimum holding prescribed, the realisation request will be deemed to be in respect of the Shareholder's entire holding in the relevant class of the Fund and the Manager will realise the Shares accordingly.*
- 4 *Unless otherwise stated, realisation proceeds will be paid in the currency of the Fund. With the prior consent of the Manager, arrangements can be made for realisation proceeds to be paid in any major currency other than the currency of the Fund. All bank charges, telegraphic transfer costs and other administrative charges incurred in settling realisation proceeds to the Shareholders as well as the costs incurred in currency conversion, if any, will be borne by the Shareholders and deducted from the realisation proceeds. Any risks arising from delay in clearance of funds by banks or from sending out the cheque by post will be borne by the Shareholders.*
- 5 *All initial realization request sent by fax to the Manager must be followed by the duly signed original request. Realisation monies will not be paid to any Shareholder until the duly signed original written realization request and all other supporting documents, if any are required, have been received by the Manager.*

Any subsequent realisation request of shares may be sent to the Manager either in original or, if the applicant has provided the Manager with an original fax indemnity in the form prescribed in Appendix 1, by fax. The Manager may in his absolute discretion, determine whether or not the original instruction is also required in respect of subsequent realisation request sent by fax. If such discretion is exercised, the Manager is free to act on receipt of the fax or wait for the original in their absolute discretion.
- 6 *Neither the Manager, the Administrator, the Administrator's Agent nor any of their duly appointed agents, employees or delegates will be responsible for any loss resulting from the non-receipt or illegibility of any Realisation Form sent by fax or any loss resulting from acting or refusing to act on faxed instructions that were or were purported to be sent by the Shareholder.*
- 7 *Realisation procedures are detailed in the Explanatory Memorandum of the Fund and the Addenda thereto (if any), and may also be confirmed with the Manager. In the event of inconsistency between the terms in the Explanatory Memorandum of the Fund (including the Addenda, if any) and the Realisation Form, the terms in the Explanatory Memorandum shall prevail.*

Appendix 1

**VALUE PARTNERS CHINA GREENCHIP FUND LIMITED
FAX INDEMNITY**

To: Value Partners Limited, 9th Floor, Nexxus Building, 41 Connaught Road Central, Hong Kong. (Attention: Investor Services Department)

Note:

1. This fax indemnity should be sent in original to the Manager at the above address. Faxed copies will not be accepted.
2. A corporation must execute this Form under the hand of a duly authorized official together with a company chop or seal.
3. Where shares have been acquired by investors in joint names each such investor must sign this Form.

Dear Sirs,

Re: Value Partners China Greenchip Fund Limited ("Fund")

I/We hereby request and authorize the Manager, the Administrator and the Administrator's Agent of the Fund and their authorized agents to act upon instructions by facsimile in respect of my/our shares in the Fund without liability in respect of any act done in accordance with such instructions and to rely conclusively upon any notice, consent, request, instruction or other instrument believed in good faith by the Manager, the Administrator, the Administrator's Agent and/or any of their authorized agents to be genuine. In consideration of their doing so, I/we agree to fully indemnify and hold harmless the Manager, the Administrator and the Administrator's Agent of the Fund and/or their authorized agents against any loss, cost or expense which the Manager, the Administrator, the Administrator's Agent or any of their authorized agents may incur, directly or indirectly, as a result of the Manager, the Administrator or the Administrator's Agent of the Fund and/or their authorized agents acting or failing to act, in their discretion, upon instructions by facsimile in respect of my/our shares given or purported to be given by me/us or from the non-receipt of instructions faxed by me/us due to failed transmission thereof and I/we agree that this authorization shall remain in force until notice in writing of its termination is received by the Manager, the Administrator and the Administrator's Agent of the Fund and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this authorization.

For the purposes of this fax indemnity,

"Manager" means Value Partners Limited and its successors in title as Manager;

"Administrator" means Bank of Bermuda (Cayman) Limited and its successors in title as Administrator;
and

"Administrator's Agent" means HSBC Institutional Trust Services (Asia) Limited and its successors as Administrator's Agent.

I/We hereby represent and warrant by signing this Form that I/we have full power and authority to execute this Form.

Yours faithfully,

A. First Holder: _____ Second Holder (if applicable): _____
Name in Block Letters: Name in Block Letters:

*B. Corporate/Partnership/Nominee Applicant
(Please affix Company Seal or Company Chop)*

Authorized Signature
Name in Block Letters:
Position Held:

Authorized Signature
Name in Block Letters:
Position Held:

Date: _____