

SUBSCRIPTION AND APPLICATION PROCEDURES

In order to purchase Shares in Greater China Special Value Fund (the “Company”), a prospective Subscriber must:-

- (a) Complete and sign the Subscription Agreement and Application Form marked Appendix I, and
- (b) Pay the subscription amount to the Payment Bank (Credit Bank) by bank transfer. To ensure prompt receipt and identification of the subscription payment - the Subscriber should use the "BANK TRANSFER INSTRUCTION LETTER" form marked Appendix II, which accompanies this Memorandum.

(Please note that the Company will only issue Shares to successful applicants upon receipt of cleared payments).

- (c) Send the signed and completed Subscription Agreement and Application Form, together with a copy of the Bank Transfer Instruction Letter, to the Administrator, enclosing those documents required under CLIENT VERIFICATION REQUIREMENTS (Appendix IV):

The copy of the Subscription Agreement and Application Form shown on the following pages may be completed and retained by the investor for the investor's personal reference and records.

SUBSCRIBERS' UNDERTAKINGS AND WARRANTIES

Subscribers should take notice that by completing and executing the Subscription Agreement and Application Form which forms Appendix I of this Memorandum, the Subscriber is entering into the following undertakings and giving the following warranties specified herein below:

The Subscriber irrevocably subscribes for the Shares as specified in the Subscription Agreement and Application Form, as may be determined in accordance with the Articles of the Company at the Initial Offer Price or, if this Application is made after the Closing Date, at the prevailing Subscription Price per Share on the next Subscription Date following acceptance of this application by the Company. The Subscriber understands that fractional shares may be issued (to two decimal places).

The Subscriber acknowledges that Shares will be issued on the next Subscription Date following receipt of the Subscription Agreement, the Application Form and the subscription monies in cleared funds, the former of which must be received by the Administrator and the latter of which must be received by the Payment Bank in acceptable form, no later than the Closing Date and thereafter no later than 2 Business Days prior to the close of business on the relevant Dealing Day.

The Subscriber agrees that subscriptions and redemptions made in currencies other than the designated currency of the Company will be sold or purchased on behalf of the Company by the Payment Bank at the Payment Bank's market rate for the said designated currency and Shares will be issued, or payment of redemption proceeds will be made, to the value of the said designated currency proceeds and the Subscriber accepts the exchange risk and costs relating to that transaction.

The Subscriber acknowledges and confirms receipt of, and that he has read, is familiar with and understands this Memorandum including all relevant Appendices.

The Subscriber recognises that an investment in the Company involves a high degree of risk and has taken full cognisance of and understands all of the risk factors related to the purchase of Shares, including but not limited to those set forth herein. In evaluating the suitability of an investment in the Company the Subscriber

has not relied upon any representations or other information (whether oral or written) other than as set forth herein.

The Subscriber has taken the advice of professional advisers who have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of this investment and the Subscriber is fully capable of assessing and bearing the risks involved in the Subscriber's own right or with the benefit of such professional advice received.

The Subscriber acknowledges the minimum subscription restrictions for Shares as outlined herein.

The Subscriber agrees that the Shares hereby subscribed for will be held subject to the terms and conditions of the Articles of the Company as amended from time to time and that the Company will indemnify its Directors, the Investment Manager on the terms of the Investment Management Agreement, the Administrator on the terms of the Administration Agreement, and the Prime Broker for all acts taken on its behalf on the terms set out in the Prime Brokerage Agreement, except for acts involving gross negligence or wilful default, fraud or dishonesty.

The Subscriber fully appreciates the Company's rights to accept or reject all applications for subscription in its sole discretion. In order to induce the Company to accept this subscription, the Subscriber agrees, represents and warrants that the Shares hereby subscribed for are not being acquired for the account of any person who is, directly or indirectly ("Restricted Person"):

- (a) US Person as defined in the Offering Memorandum;
- (b) a citizen or resident of the Cayman Islands (but for this purpose it is understood that neither Cayman Islands Exempted nor Ordinary Non-Resident companies are citizens of the Cayman Islands).

The Subscriber further agrees that no Shares hereby subscribed for will at any time be directly or indirectly transferred to any restricted person described above without first seeking written authority from the Company for such transfer; that the Subscriber will promptly notify the Company if and when the Subscriber should become such a restricted person while the Subscriber owns any Shares of the Company; that should the Subscriber become such a restricted person while the Subscriber owns any Shares of the Company, those Shares may be compulsorily redeemed at the prevailing Redemption Price at the convenience of the Company; and that prior to effecting any transfer of Shares, a representation that the proposed transferee is not a restricted person may be required. It is expressly understood that confirmation of ownership of Shares in the Company may contain a legend referring to the foregoing restriction on ownership and transfer of Shares.

The Subscriber agrees that no Shares hereby subscribed for may at any time be transferred to any other person without first seeking the approval of the Company in accordance with the provisions of the section of the Articles entitled *Transfer of Shares*.

The Subscriber acknowledges and accepts that this memorandum and its appendices are governed by Cayman Islands law and hereby submits to the non-exclusive jurisdiction of the Courts of the Cayman Islands.

The Subscriber confirms that, to the best of the Subscriber's knowledge and belief, the Subscriber's subscription moneys are not, in whole or in part, the proceeds of drug trafficking or any other criminal activity, nor do they represent, in whole or in part, directly or indirectly, such proceeds.

If the Subscriber is an individual person, or is a nominee for an individual person, he warrants that he is, and the beneficial owners (if applicable) are, at the date of execution of the Subscription Agreement and Application, the greater of 18 years of age, or the minimum age permitted to enter into a legally binding and irrevocable contract, such as the Subscription Agreement and Application, in his, or the beneficial owner's country of residence.

If the investment is made in a nominee capacity, the Shareholder agrees to provide the Administrator, or a competent regulatory authority, all relevant files in relation to the underlying investors, should they be requested. If, in the opinion of the Shareholder of record, its legislation precludes this practice without the

underlying investor's consent, the Shareholder agrees to obtain such consent prior to or when the investment is made, and to thereby comply with this requirement.

The Subscriber acknowledges that it has read and understood the paragraph headed "Anti-Money Laundering Procedures" in the Offering Memorandum and further acknowledges that the Company dated on or around 1 June 2008, and as may subsequently be amended, Administrator or other service provider to the Company may be required by applicable laws and/or regulations to take further reasonable steps to establish the identity of the Subscriber or of any other person whom the Company, Administrator or other service provider knows or has reason to believe is a person for whom or on whose behalf the Subscriber is acting and the Subscriber undertakes to co-operate with and assist the Company, Administrator or other service provider in relation to such steps and the Subscriber acknowledges that the Company, Administrator or other service provider shall be held harmless and indemnified by the Subscriber against any loss arising as a result of a failure to process the Subscription Application if any information required by the Company, Administrator or other service provider has not been provided by the Subscriber. In this context the Subscriber hereby agrees that it will provide the relevant information requested under "Client Verification Requirements" (Appendix IV) and is attached to the Subscription Application Form in Appendix I.

If the Subscriber wishes to redeem his investment but the information has not been provided, the redemption will be acted upon but no monies will be paid to the Subscriber. Instead, the monies will be held on behalf of the Subscriber in the Fund's account and the Subscriber will bear all associated risks.

The Subscriber confirms that, if it is a "Designated Body" (which is a bank, insurance company, or other financial institution, or financial intermediary, which is domiciled in an OECD or FATF approved jurisdiction and is regulated by an approved regulated body), subscribing for on behalf of another person, it has verified the identity of that other person in accordance with applicable anti-money laundering laws and/or regulations.

The Subscriber consents to the release by the Remitting Bank/Financial Institution to the Company and/or the Administrator or other service provider of all evidence of the Subscriber's identity which said bank/financial institution shall have retained. The Subscriber agrees that such evidence may further be furnished by the Company and/or the Administrator to any other service provider to the Company upon request, to enable such other service provider to meet its obligations under applicable laws and/or regulations.

The Subscriber hereby authorises the Company and the Administrator to obtain verification of any information provided by the Subscriber as part of its subscription application.

The Subscriber agrees to provide any other information that may be required from time to time in compliance with relevant regulations.

The Subscriber agrees that, in line with current anti-money laundering requirements, the Administrator is obliged to pay redemption proceeds into the account at the Remitting Bank from which the original subscription was made. Exceptions to this may be made, if the Subscriber can show justification for the change of bank and providing the bank account is in the name of the Subscriber and the bank is situated in the Subscriber's country of residence. Subscribers should be aware that suspicious events are reportable, under the International Anti-Money Laundering Regulations and, by way of example, failure to provide justification for the change of bank account, or a request to pay the proceeds into a bank account in a jurisdiction which the subscriber is not a resident could be deemed suspicious and therefore would be reportable under the regulations and may cause the payment to be delayed or refused.

The Subscriber acknowledges that all information supplied by us to the Administrator will be subject to the protections of data protection legislation. The Subscriber further acknowledges that, should it be necessary, either to fulfil a legal requirement or to facilitate the efficient execution of the administrative functions, that data supplied may be transferred, to the extent necessary and in compliance with data protection legislation.

The Subscriber agrees that, where redemption requests made by the Subscriber are sent to the Administrator by facsimile, the Subscriber shall immediately send the original such notice to the

Administrator by post or by courier but that the Administrator shall, nonetheless, be entitled, but not obliged, to treat such facsimile notice at face value and to act thereon if the original has not arrived by the relevant Subscription Date. The Subscriber acknowledges that any redemption request or new instruction sent to the Company via the Administrator shall not be deemed by the Subscriber to have been received by the Company or the Administrator unless written acknowledgement of receipt has been received by the Subscriber. Exceptions are made where the delivery of the communication has been acknowledged by a signed receipt. The Subscriber further agrees to indemnify and hold harmless the Administrator, its directors and other officers, servants, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the gross negligence, fraud or wilful default of the Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice) which may be imposed on, incurred by or asserted against the Administrator, its directors or other officers, servants, employees or agents in its treatment of such facsimile notice.

The Subscriber irrevocably acknowledges and accepts that the subscription for shares made pursuant to this Memorandum and its appendices (including but not limited to the Subscription Agreement and the Application Form) is subject to the terms and conditions of and provisions contained in the Offering Memorandum, the Articles and this Memorandum.

Unless the context requires otherwise, capitalised terms in this Memorandum and its appendices have the meanings given in the Offering Memorandum.

Subscription Agreement and Application Form

APPENDIX I

GREATER CHINA SPECIAL VALUE FUND (the "Company")

To: The Directors, Greater China Special value Fund
c/o Custom House Administration & Corporate Services Limited.
25 Eden Quay, Dublin 1, IRELAND

A. Name of Subscriber: _____

Trading Name (if applicable)_____

Address of Subscriber: _____

Contact Name: _____

Telephone No: _____ Fax No:_____

B. Name of Subscriber: _____

Trading Name (if applicable)_____

Address of Subscriber: _____

Contact Name: _____

Telephone No: _____ Fax No:_____

C. Please send all correspondence (if different from above) to:

Address: _____

Contact Name: _____

Telephone No: _____ Fax No:_____

1. I/We hereby irrevocably subscribe for the number of Shares currently available for an investment of US\$ _____ (_____ US Dollars)
(Amount in figures) (Amount in words)

in the Company, an investment company established in the Cayman Islands in accordance with the terms and conditions of the current Offering Memorandum (the "Offering Memorandum") of the Company and this Subscription Agreement and Application Form.

2. I/We will pay the full Initial Offer Price in cleared funds by 12.00 noon Dublin time on the Closing Date, and thereafter, the Offer Price (plus any initial charge, if applicable) in cleared funds by 12.00 noon Dublin time no later than 2 Business Days prior to the close of business on the relevant Dealing Day.

3. I/We have read and understand the Memorandum and have read understand and agree to abide by, and acknowledge that this subscription for shares is subject to the terms contained in, the Subscribers Undertakings and Warranties specified in the Memorandum of which this appendix forms part.

4. I/We acknowledge and understand that this subscription may be accepted or rejected in whole or in part in the sole and absolute discretion of the Company.
5. I/We understand that subscriptions or redemptions paid in currencies other than the designated currency of the Company will be exchanged for the designated currency and I/we agree that any exchange losses or costs will be for my/our account.
6. I/We hereby undertake to comply with the minimum age requirements, as stipulated in the section 'Undertakings and Warranties' in the Offering Memorandum.
7. I/We hereby apply to purchase the Shares in registered form and I/we are not entitled to a certificate for the same Shares.
8. I/We understand that if the Subscriber is a corporation, an authorised officer(s) of that corporation must sign in compliance with its Memorandum and Articles of Association and, by signing this Subscription Agreement and Application Form, the authorised officer(s) hereby confirm and warrant that the corporation is so empowered to invest in the Company and that, if required, the relevant corporate resolution has been passed and executed by the Board of Directors of the corporation.
9. I/We understand and agree that, if I/we do not supply all of the information required under the "Client Verification Requirements" (Appendix IV), then the Company may accept and invest my subscription, at my/our risk on the next Subscription Date following receipt of the subscription monies. Furthermore, if I/we subsequently decide to redeem my/our shares, prior to receipt, by the Company, of the information, that redemption instruction will be executed, but the redemption proceeds will be retained in the Company bank account, pending receipt of said information.
10. If this form, or any other communication, is sent to the Company and/or the Administrator by fax, e-mail or verbally will not be deemed to have been received by the Company or Administrator unless receipt is acknowledged in writing by the Administrator. Exceptions are made where the delivery of the communication has been acknowledged by a signed receipt.
11. We acknowledge that our subscription is made subject to the terms and provisions of the Offering Memorandum, the Articles and the Memorandum

The Undersigned has executed this Subscription Agreement and Application Form as of the date set forth below.

Signature _____

Name _____ Position (if any) _____

Date and Place of Execution _____

Signature _____

Name _____ Position (if any) _____

Date and Place of Execution _____

Signing Instructions: *All joint applicants must sign.*

If the applicant is a corporation, an authorised officer(s) of that corporation must sign in compliance with its Charter or Memorandum and Articles of Association and, by signing this Subscription Agreement and Application Form, the authorised officer(s) thereby confirm and warrant that the corporation is so empowered to invest in the Company and that, if required, the relevant corporate resolution has been passed and executed by the Board of Directors of the corporation.

If an agent or attorney signs on behalf of the person named as the Subscriber, a copy of the relevant power of attorney or other document appointing the agent or power of attorney must be attached and the agent/attorney hereby accepts full responsibility for the obligations undertaken by his principal in subscribing for Shares on such principal's behalf.

BANK TRANSFER PAYMENT INSTRUCTIONS
(To Accompany Application Form)
GREATER CHINA SPECIAL VALUE FUND

Bank _____

Attention: _____

Address: _____

_____ Postcode _____

Dear Sirs,

Ref.: **Account Name:** _____

Bank Name: _____

Account Number: _____

Bank Swift Code: _____

Please accept this letter as my/our instruction that you should pay, by telex transfer, for value

the _____ of _____, 200_____, the sum of :

US\$/ _____ (_____ US
Dollars)

(Amount in figures)

(Amount in words)

Payment Instructions

Credit Bank: JP Morgan Chase Bank NA (CHASUS33)
 under direct SWIFT advice to JPMorgan Chase Bank, N.A., CHASGB2L

Account Name: JP Morgan Chase Bank NA (CHASGB2L)

Account Number: 0010962009

For Further Credit To

Account Number: 38708601 (Final Beneficiary)

IBAN: GB69CHAS60924238708601

Account Name: Greater China Special Value Fund

Ref.

(Name of Applicant)

Please debit my/our above numbered account and please advise and acknowledge.

Yours faithfully

Signature _____ Date _____

Name _____

Signature _____ Date _____

Name _____

Company _____

Address _____

**REDEMPTION NOTICE
GREATER CHINA SPECIAL VALUE FUND**

To: The Directors, Greater China Special Value Fund
c/o Custom House Administration & Corporate Services Ltd.
25 Eden Quay
Dublin 1
IRELAND

I/We _____, being a registered Shareholder(s) of Shares in Greater China Special Value Fund hereby request that:

- (a) _____ Shares ; or
- (b) _____ such number of Shares as are equal in value on the next Redemption Date to the sum of:

(\$ _____ (US Dollars)
(Figures) (Amount in Words)

be redeemed on the next Dealing Day at the prevailing Redemption Price, as calculated in accordance the current Offering Memorandum of the Company.

I/We hereby represent and warrant that I/we am/are the lawful and beneficial owner(s) of the Shares to be redeemed and that such shares are not subject to any pledge or otherwise encumbered in any fashion.

I/We hereby agree and accept that you are entitled to require that I/we provide you with additional documents such as, but not limited to, trust instruments, death certificates, appointments as executor or administrator and certificates of corporate authority prior to making any payment in respect of redemptions.

I/We hereby acknowledge and agree that all payments in respect of redemptions will be made to the account of the registered Shareholder at the Remitting Bank/Financial Institution from which the original subscription was made.

I/We acknowledge and understand that this redemption request will be deemed to have been received by the Administrator on behalf of the Company only if I/we receive written confirmation of receipt of the subscription from the Administrator.

I/We acknowledge and agree that if all of the relevant information requested under the Client Verification Requirements section (Appendix IV) of the Subscription Agreement and Application Form has not been supplied to the Administrator, that my/our shareholding will be redeemed but that the related monies will be held by the Administrator until such documentation requested has been supplied.

We acknowledge and agree that my/our redemption is subject to the terms and conditions of the current Offering Memorandum of the Company and of its Memorandum and Articles of Association., together with the Memorandum of which this appendix forms part.

Signature _____

Name _____ Position (if any) _____

Date and Place of Execution _____

Signature _____

Name _____ Position (if any) _____

Date and Place of Execution _____

APPENDIX IV

**CLIENT VERIFICATION REQUIREMENTS
(to be returned with application form)**

Enclosed **To Be Forwarded**

1. Individual Person

- 1.1 Notarised (or certified by your bank, attorney or accountant) copy of Passport/Drivers Licence or other form of identity with photograph included; _____
- 1.2 2 recent confirmations of address in your name (original, notarised or certified as above) – at least 1 must be a utility bill, which must be dated within the last 6 months; _____
- 1.3 All account details as per the attached Bank Transfer Instruction, plus a contact name and a written confirmation giving Custom House authority to request a reference, if required. _____
- 1.4 Written confirmation of employment status, certified by your employer, or written details of current employment, if self employed. _____
- 1.5 In respect of E.U. country, or any country in the following list (see 1.6), a Notarised (or certified by your bank, attorney or accountant) copy of your Tax Identification Number (“TIN”) or equivalent. _____
- 1.6 If you are not resident in a country on the list below, but your passport indicates that you are, please provide a tax certification confirming that you are resident for tax purposes in your country of residence. _____

Countries

All EU member states, BVI, Montserrat, Aruba, the Netherland Antilles and the Crown Dependencies (Jersey, Guernsey and the Isle of Man)

Note that, in all instances where bank details are required, if the bank is from a country that is not a full member of the FATE group, information may be required concerning the bank, or the subscription may be rejected.

2. Corporate Entity (excluding Entities in Sections 3, 6, 7 & 8 below) (Note that this does not apply when the investment is made in a nominee capacity. These are covered under Parts 7 & 8).

- 2.1 Notarised (or certified by the relevant company registrar) copy of, or original Certificate of Incorporation and any Change of Name Certificate; _____
- 2.2 Notarised (or certified by the relevant company registrar) copy of, or original Memorandum and Articles of Association; _____
- 2.3 A list, giving all directors, beneficial owners of 10%+ of share capital, all authorised signatories and copies of signatures; _____
- 2.4 Personal information on at least 2 directors and anyone authorised as a signatory for this application (as per 1.1 and 1.2), plus copies of signatures; _____
- 2.5 Personal information on any beneficial owners holding 10% or more of the share capital (as per 1.1 and 1.2); _____
- 2.6 Details and confirmation as per 1.3; _____
- 2.7 Minutes, resolutions or declaration confirming the power to invest; _____
- 2.8 Certificate of Good Standing from relevant company registrar, or equivalent document, may be required; _____
- 2.9 If other corporate entities own more than 25% each of the entity which is the investor, the information as per 2.1 to 2.5 must be given for these entities; _____
- 2.10 Most recent audited accounts, or written details on the nature of business conducted, signed by at least 2 directors. _____

3. Corporate Entities Listed on A Recognised Exchange (Note that this does not apply when the investment is made in a nominee capacity. These are covered under Parts 7 & 8).

- 3.1 The original or notarised copy of the Certificate of Incorporation or the Certificate to Trade (*copies may alternatively be certified by the relevant company registrar*); _____
- 3.2 A copy of the Memorandum & Articles of Association and a list of Directors names, occupations, residential and business addresses and dates of birth; _____
- 3.3 A properly authorised mandate of the Directors to open/operate an account or establish the business relationship; and _____
- 3.4 A list of authorised signatories. _____
- 3.5 Details and confirmation as per 1.3 _____

4. Partnerships or Other Unincorporated Businesses

- 4.1 A list, giving all directors, or partners, beneficial owners of 10%+ of the business and all authorised signatories plus copies of the signatures; _____
- 4.2 Personal information on at least 2 directors, or partners, and anyone authorised as a signatory for this transaction (as per 1.1 and 1.2); _____
- 4.3 Personal information on the beneficial owners as per 4.1 (as per 1.1, 1.2 and 1.4); _____
- 4.4 Copy of partnership agreement (if any), or other agreement establishing the unincorporated business; _____
- 4.5 All information required for a Corporate Entity, as per 2.6 to 2.10 above. _____

5. Trusts

- 5.1 Notarised (*or certified as in 1.1*) copy of, or original Trust Deeds; _____
- 5.2 Notarised (*or certified as in 1.1*) copy of or original Letter of Wishes; _____
- 5.3 List of trustees, beneficiaries and authorised signatories, plus copies of the signatures; _____
- 5.4 Personal information on the Trustees, or anyone authorised to sign for this application (as per 1.1 and 1.2); _____
- 5.5 Personal information on the beneficial owners (as per 1.1, 1.2 and 1.4); _____
- 5.6 Details of settlor of the Trust; _____
- 5.7 A mandate as per 2.7 _____
- 5.8 Details and confirmation as per 1.3 _____

Financial Institutions and Intermediaries

If investing as a principal, but not deemed a “Designated Body”, then the entity must supply the same information as requested for a Corporate Entity (see 2 above). If investing on a nominee basis, but not deemed a “Designated Body”, the administrator will deal with each case on an individual basis, to satisfy its obligations. _____

6. Designated Body (“DB”) acting as principal

A “Designated Body” means, in the context of this Subscription Application, a financial institution that is regulated by an appropriate regulator in an acceptable jurisdiction and meets certain regulatory standards regarding Anti Money Laundering procedures, in accordance with Irish, EU or FATF laws and regulations.

- 6.1 Confirmation that the DB is a “Designated Body”, to include confirmation of membership or association with appropriate regulatory body; _____
- 6.2 Contact name and details at regulatory body, or web address to confirm regulatory status; _____
- 6.3 Confirmation that the DB is investing and is allowed to invest as principal for it’s own account; _____
- 6.4 Authorised signatories list, plus copies of signatures; _____
- 6.5 Details and confirmation as per 1.3. _____

7. Designated Body acting as Nominee

- 7.1 Same information as requested under 6.1 and 6.2 above; _____
- 7.2 Written confirmation that the DB complies with appropriate anti-money laundering regulations with regard to verifying identity and residence of investor(s); _____
- 7.3 Details of anti-money laundering regulations that DB complies with; _____
- 7.4 Undertaking that DB will provide its anti-money laundering due diligence files to Custom House on demand; _____
- 7.5 Authorised signatories list, plus copies of signatures; _____
- 7.6 Details and confirmation as per 1.3 _____
- 7.7 If the DB is in a non-FATF jurisdiction, as well as the above we will also require the names and addresses of the ultimate beneficial owners of the monies invested. Note that, unless required by law, this information will not be provided to any third parties. _____

Note that 7.4 above is not optional as is it a regulatory requirement that we can produce documentary evidence that we ‘Know Our Customer’, on demand. However, if you deem that this is contrary to any specific legal prohibition on providing such information, the following will be acceptable, “on foot of a court order, we will provide AML files to a competent regulatory authority”.

8. Investment Funds

If the investor is another fund, the beneficial owners are deemed to be the shareholders of that fund. To satisfy our requirements therefore, the administrator of that fund must comply with Part 7 above.

NOTE: CUSTOM HOUSE ALSO RESERVES THE RIGHT TO REQUEST FURTHER INFORMATION ON ANY OF THE ABOVE, IF DEEMED NECESSARY