



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)

Form of proxy for use at the Extraordinary General Meeting or any adjournment thereof

I/We¹ _____ of _____

being holder(s) of _____² shares of HK\$0.10 each in the capital of

G.A. Holdings Limited (the "Company"), HEREBY APPOINT the Chairman of the meeting³ or _____
of _____

as my/our proxy to act for me/us at the Extraordinary General Meeting (or at any adjournment thereof) of the Company, to be held at Unit 1206, 12th Floor, Nine Queen's Road Central, Hong Kong on Friday, 29 April 2005 at 11:00 a.m. and in particular (but without limitation) at such meeting (or any adjournment thereof) to vote for me/us and in my/ our name(s) in respect of the resolutions set out in the notice concerning the said meeting as indicated below, or, if no such indication is given, as my/our proxy thinks fit.

		For ⁴	Against ⁴
1.	<p>"THAT</p> <p>(a) the termination of co-operation project to construct a maintenance and service centre on the land located at Fujian Province, Fuzhou City, Cangshan Science Park (the "Cangshan Land") pursuant to the project co-operation agreement dated 10 August 2001 entered into between 廈門寶馬汽車維修有限公司(Xiamen BMW Automobiles Service Co., Ltd.*) ("Xiamen BMW") and 北京金天成科貿發展有限公司(Jin Tian Cheng Development Co., Ltd.*) ("Jin Tian Cheng") as supplemented by the two agreements dated 7 December 2001 and 15 April 2002, respectively entered into amongst Xiamen BMW, Jin Tian Cheng and 北方安華集團公司 (North Anhua Group Corporation*) ("North Anhua") and a third supplemental agreement dated 24 February 2004 entered into amongst Xiamen BMW, 福州寶馬汽車服務有限公司 (Fuzhou BMW Automobiles Service Co., Ltd.*) ("Fuzhou BMW"), Jin Tian Cheng and North Anhua (the "Fuzhou Service Centre Co-operation Project") be and is hereby approved;</p> <p>(b) conditional upon the passing of Resolution Number 1(a) which forms part of this notice of extraordinary general meeting, the termination agreement (the "Termination Agreement") to be entered into amongst Xiamen BMW, Fuzhou BMW, Jin Tian Cheng and North Anhua in relation to the termination of the agreements for the Fuzhou Service Centre Co-operation Project and the repayment of the amount of RMB6,650,000 (the "Prepayment") in two instalments (the "Repayment Schedule"), as to RMB1,000,000 upon the signing of the Termination Agreement and as to RMB5,650,000 within three months after the signing of the Termination Agreement be and is hereby approved and that the board of directors of the Company be and is hereby authorized to finalise the terms of the Termination Agreement and to take such actions as are necessary to give effect to the terms of the Termination Agreement."</p>		
2.	<p>"THAT conditional upon the passing of Resolutions Numbers 1(a) and (b) which forms part of this notice of extraordinary general meeting, without waiving any of the future right of the Company and its subsidiaries (together the "Group") in the event of any failure by Jin Tian Cheng to repay the Prepayment in accordance with the Repayment Schedule under the Termination Agreement, not to enforce its rights to claim against Jin Tian Cheng and/or North Anhua under the agreements for the Fuzhou Service Centre Co-operation Project and/or Mr. Chan Hing Ka Anthony and Mr. Loh Kim Her (collectively the Indemnifiers") and Loh and Loh Constructors Group Ltd. (the "Guarantor") pursuant to a deed of indemnity and guarantee dated 5 June 2002 (the "Deed of Indemnity and Guarantee") given by the Indemnifiers in favour of the Group and the underwriters named therein and guaranteed by the Guarantor as supplemented by a deed of confirmation dated 26 January 2004 (the "Deed of Confirmation") given by the Indemnifiers and Guarantor in favour of the Group."</p>		
3.	<p>"THAT conditional upon the passing of Resolutions Number 1(a) and (b) which form part of this notice of extraordinary general meeting and subject to the entering into of the Termination Agreement and repayment of the Prepayment by Jin Tian Cheng in accordance with the Repayment Schedule, the board of directors of the Company be and is hereby authorized to take all actions as are necessary to release and discharge the Indemnifiers and the Guarantor from the Deed of Indemnity and Guarantee as supplemented by the Deed of Confirmation and the release of the securities held in escrow to secure the obligations of the Indemnifiers and the Guarantor under the Deed of Indemnity and Guarantee as supplemented by the Deed of Confirmation"</p>		

Signature⁵ _____

Dated _____

Notes:

- Full name(s) and address(es) to be inserted in BLOCK CAPITALS.
- Please insert the number of shares registered in your name(s) to which the proxy relates. If no number is inserted, this form of proxy will be deemed to relate to all those shares in the Company registered in your name(s).
- If any proxy other than the Chairman of the Meeting is preferred, strike out the words "the Chairman of the meeting" and insert the name and address of the proxy desired in the space provided. ANY ALTERATION MADE TO THIS FORM OF PROXY MUST BE INITIALED BY THE PERSON(S) WHO SIGN(S) IT.
- IMPORTANT: IF YOU WISH TO VOTE FOR A RESOLUTION, TICK IN THE BOX MARKED "FOR" THE RELEVANT RESOLUTION. IF YOU WISH TO VOTE AGAINST A RESOLUTION, TICK IN THE BOX MARKED "AGAINST" THE RELEVANT RESOLUTION. Failure to tick either box will entitle your proxy to cast your vote at his discretion. Your proxy will also be entitled to vote at his discretion on any resolution properly put to the meeting other than that referred to in the notice convening the meeting.
- Any shareholder entitled to attend and vote at the above meeting may appoint one or more than one proxies to attend and to vote in his stead. A proxy need not be a shareholder of the Company.
- Where there are joint registered holders of any Share, any one such person may vote at the meeting, either personally or by proxy, in respect of such Share as if he were solely entitled thereto; but if more than one of such joint holders be present at the meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such Shares shall alone be entitled to vote in respect of the joint holding.
- In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed or a certified copy thereof, must be delivered to the office of the share registrar and transfer office of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited at 46th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for the holding of the meeting or any adjourned meeting thereof.

* for identification purposes only