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## **SOUTH CHINA HOLDINGS LIMITED**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 265)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that the extraordinary general meeting (the “**Meeting**”) of South China Holdings Limited (the “**Company**”) will be held at 28th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong on Friday, 29 August 2014 at 3:00 p.m. for the following purposes:

#### **ORDINARY RESOLUTIONS**

1. “**THAT** the Disposal Agreement (as defined in the circular dated 12 August 2014 issued by the Company to its shareholders (“**Circular**”) accompanying the notice convening this extraordinary general meeting of which this resolution forms part) for the disposal of the entire issued share capital of South China (BVI) Limited (“**South China (BVI)**”) dated 30 April 2014 and amended by a supplemental agreement dated 24 June 2014 between the Company as the vendor and Tremendous Success Holdings Limited (“**Tremendous Success**”) as the purchaser, under which the entire issued share capital of South China (BVI) shall be sold by the Company to Tremendous Success at a total cash consideration of HK\$95,466,000 subject to the terms and conditions contained therein, and the transactions contemplated under the Disposal Agreement be and are hereby approved, confirmed and ratified; and any one director of the Company be and is hereby authorised to sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the Disposal Agreement and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to the Disposal Agreement and the transactions contemplated under it.”

2. **“THAT**, subject to completion of the Disposal Agreement in accordance with its terms, the King Link Shareholders’ Agreement (as defined in the Circular) to govern the shareholders’ interests in King Link on the terms and conditions described in the section headed “The King Link Shareholders’ Agreement” of the “Letter from the Board” in the Circular be and is hereby approved; and any one director of the Company be and is hereby authorised to make, sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the entering of the King Link Shareholders’ Agreement and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to it.”
3. **“THAT**, subject to completion of the Disposal Agreement in accordance with its terms, the Four Seas Shareholders’ Agreement (as defined in the Circular) to govern the shareholders’ interests in Four Seas on the terms and conditions described in the section headed “The Four Seas Shareholders’ Agreement” of the “Letter from the Board” in the Circular be and is hereby approved; and any one director of the Company be and is hereby authorised to make, sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the entering of the Four Seas Shareholders’ Agreement and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to it.”
4. **“THAT**, subject to completion of the Disposal Agreement on the terms and conditions described in the section headed “The Service Agreement” of the “Letter from the Board” in the Circular be and is hereby approved; and any one director of the Company be and is hereby authorised to make, sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the entering of the Service Agreement and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to it.”
5. **“THAT**, prior to completion of the Disposal Agreement in accordance with its terms, the Deed of Assignment (as defined in the Circular) on the terms and conditions described in the section headed “The Deed of Assignment” of the “Letter from the Board” in the Circular be and is hereby approved; and any one director of the Company be and is hereby authorised to make, sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the entering of the Deed of Assignment and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to it.”

6. “**THAT**, subject to completion of the Disposal Agreement in accordance with its terms, the distribution (“**Distribution**”) in cash of approximately HK\$0.0348 per share to the holders of the ordinary shares of HK\$0.025 each in the issued share capital of the Company whose names appear in the register of members of the Company as at the close of business of the Record Date (as defined in the Circular) be and is hereby approved; and any one director of the Company be and is hereby authorised to make, sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with such Distribution and to do and take all such action, steps, deeds and things in such manner and to sign all documents as he/she may deem necessary, desirable or appropriate to give effect to the Distribution, including without limitation to exercise the powers and authorities conferred under the articles of association of the Company and the applicable law and regulations in Hong Kong and the Cayman Islands in respect of the Distribution.”

By order of the board of  
**South China Holdings Limited**  
**Cheung Choi Ngor**  
*Executive Director*

Hong Kong, 12 August 2014

*Registered Office:*

Floor 4  
Willow House  
Cricket Square  
PO Box 2804  
Grand Cayman KY1-1112  
Cayman Islands

*Head Office and Principal Place  
of Business in Hong Kong:*

28th Floor  
Bank of China Tower  
1 Garden Road  
Central  
Hong Kong

*Notes:*

1. A member entitled to attend and vote at the meeting of the Company convened by the above notice is entitled to appoint one or more proxy to attend and vote on his behalf. A member who is the holder of two or more shares and entitled to attend and vote at the meeting convened by the above notice is entitled to appoint more than one proxy to represent him and vote on his behalf. A proxy need not be a member of the Company.
2. To be valid, the form of proxy together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority must be deposited at the office of the Company's Hong Kong share registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong not later than 48 hours before the time of holding the meeting of the Company or any adjourned meeting.
3. Delivery of an instrument appointing a proxy should not preclude a member from attending and voting in person at the above meeting or any adjournment thereof and in such event, the instrument appointing a proxy shall be deemed to be revoked.

4. In the case of joint holders of a share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she/it were solely entitled thereto to. If more than one of such joint holders are present at the above meeting, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
5. As at the date of this notice, the board of Directors comprises Mr. Ng Hung Sang, Mr. Richard Howard Gorges, Ms. Cheung Choi Ngor and Mr. Ng Yuk Fung Peter as executive Directors; Ms. Ng Yuk Mui Jessica and Mr. David Michael Norman as non-executive Directors; and Mr. David John Blackett, Mrs. Tse Wong Siu Yin Elizabeth, and Mr. Cheng Hong Kei as independent non-executive Directors.