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ORIENT VICTORY CHINA HOLDINGS LIMITED

東勝中國控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 265)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“EGM”) of Orient Victory China Holdings Limited (“Company”) will be held at Conference room 3-5, 10th Floor, United Conference Centre, United Centre, 95 Queensway, Hong Kong on Tuesday, 8 September 2015 at 11:00 a.m. for the purposes of considering and, if thought fit, passing, with or without amendments or modifications, the following resolutions of the Company:

ORDINARY RESOLUTIONS

(1) **“THAT:**

- (a) the equity transfer agreement dated 26 March 2015 (“**Equity Transfer Agreement**”) entered into among 36 natural persons (including Mr. Li Jilie* (李繼烈)) (“**Vendors**”) as vendors, Shenzhen Dongsheng Huamei Cultural Travel Company Limited* (深圳東勝華美文化旅遊有限公司), an indirect wholly-owned subsidiary of the Company (“**Purchaser**”) as purchaser, and China Comfort Travel Group Company Limited* (中國康輝旅行社集團有限責任公司) (“**Target Company**”), in respect of the acquisition of 49% equity interest in the Target Company at a consideration of RMB441,000,000 (approximately HK\$554,820,000) subject to the terms and conditions stipulated therein (“**Acquisition**”), a copy of which has been produced to the meeting and marked “A” and initialled by the Chairman of the meeting for the purpose of identification, and the execution thereof and implementation of all transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) any directors of the Company be and is hereby authorized to enter into any agreement, deed or instrument and/or to execute and deliver all such documents and/or to do all such acts on behalf of the Company as he may consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation and completion of the Equity Transfer Agreement and transactions contemplated thereunder.”

(2) **“THAT:**

- (a) the framework agreement dated 26 March 2015 (“**Framework Agreement**”) entered into among the Purchaser, Mr. Li Jilie* (李繼烈) (acting on behalf of the Vendors), Beijing Tourism Group and the Target Company, in respect of the framework upon which the parties thereto will cooperate with one another in developing and managing the Target Company after the Acquisition, a copy of which has been

* For identification purpose only

produced to the meeting and marked “B” and initialled by the Chairman of the meeting for the purpose of identification, and the execution thereof and implementation of all transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and

- (b) any directors of the Company be and is hereby authorized to enter into any agreement, deed or instrument and/or to execute and deliver all such documents and/or to do all such acts on behalf of the Company as he may consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation and completion of the Framework Agreement and transactions contemplated thereunder.”

(3) **“THAT:**

- (a) the subscription agreement dated 7 July 2015 (“**Subscription Agreement**”) entered into between the Company as issuer and various Vendors as set out in the Subscription Agreement and Hwabao Trust Company Limited as subscribers in relation to the subscription of an aggregate of 372,466,100 new shares of HK\$0.025 each in the share capital of the Company (each a “**Subscription Share**”, and collectively, “**Subscription Shares**”) at the price of HK\$0.74 per Subscription Share, a copy of which has been produced to the meeting and marked “C” and initialled by the Chairman of the meeting for the purpose of identification and the execution thereof and implementation of all transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) subject to the fulfillment of the conditions of the Subscription Agreement, the allotment and issue of the Subscription Shares be and is hereby approved;
- (c) any directors of the Company be and are hereby granted a specific mandate to exercise the powers of the Company to allot and issue the Subscription Shares pursuant to the terms and conditions of the Subscription Agreement, the Subscription Shares shall rank equally in all respects among themselves and with all fully paid ordinary shares of the Company in issue as at the date of allotment and issue. The specific mandate is in addition to, and shall not prejudice nor revoke any general or special mandate(s) which has/have been granted or may from time to time be granted to the Directors prior to the passing of this resolution; and
- (d) any directors of the Company be and is hereby authorized to enter into any agreement, deed or instrument and/or to execute and deliver all such documents and/or to do all such acts on behalf of the Company as he may consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation and completion of the Subscription Agreement and transactions contemplated thereunder.”

Yours faithfully,
For and on behalf of
Orient Victory China Holdings Limited
Shi Baodong
Chairman and Executive Director

Hong Kong, 21 August 2015

*Head Office and Principal Place of
Business in Hong Kong:*
Room 2603
Harbour Centre
25 Harbour Road
Wanchai, Hong Kong

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

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 one or more 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 is it 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 A18/F., Asia Orient Tower, Town Place, 33 Lockhart Road, Wanchai, Hong Kong not later than 48 hours before the time of the 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 notice of a share, any one of such 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 determined by the order in which the names stand in the register of members of the Company in respect of the joint meeting.
5. As at the date of this notice, the board of Directors comprised three executive Directors, being Mr. Shi Baodong, Mr. Wang Jianhua and Ms. Xu Yongmei, one non-executive Director, being Mr. Li Yankuan, and three independent non-executive Directors, being Mr. Dong Xiaojie, Mr. He Qi and Mr. Law Wang Chak, Waltery.