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## **Bright Prosperous Holdings Limited**

**晉盈控股有限公司\***

*(incorporated in Bermuda with limited liability)*

(stock code: 723)

### **NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (“**SGM**”) of Bright Prosperous Holdings Limited (the “**Company**”, together with its subsidiaries, the “**Group**”) will be held at Boardroom 5, G/F, Renaissance Harbour View Hotel, 1 Harbour Road, Wanchai, Hong Kong at 10:30 a.m. on Monday, 13 July 2009 for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions:

#### **ORDINARY RESOLUTIONS**

1. **THAT:**

- (a) all the shares of HK\$0.01 each in the existing authorised share capital of HK\$100,000,000 of the Company be and are hereby re-classified as ordinary shares of HK\$0.01 each (“**Ordinary Shares**”), and the authorised share capital of the Company be and is hereby increased from HK\$100,000,000 divided into 10,000,000,000 Ordinary Shares to HK\$725,340,000 by the creation of (i) an additional 27,534,000,000 convertible preferred shares of HK\$0.01 each (“**Preferred Shares**”) and (ii) 35,000,000,000 Ordinary Shares;
- (b) the directors of the Company be and are hereby authorised to do all other acts and things and execute all documents which they consider necessary, desirable or expedient for the implementation of and giving effect to the transactions contemplated under resolution 1(a) above.

2. **THAT:**

- (a) the Preferred Shares shall carry equal rights and rank pari passu with one another and each Preferred Share shall have the rights and benefits and subject to the restrictions set out in Paragraphs 1 to 10 below (collectively, the “**Schedule**”).

\* For identification purpose only

## 1. Definitions

1.1 In this Schedule, unless the context otherwise requires:

“**Approved Investment Bank**” means an investment or merchant bank of repute selected by the Directors;

“**associate**” has the meaning ascribed to it under the Listing Rules;

“**Business Day**” means any day (other than a Saturday, Sunday, public holiday or a day on which a tropical cyclone warning no. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.), on which banks are open for general banking business in Hong Kong;

“**Bye-laws**” the bye-laws of the Company as may be amended from time to time;

“**Companies Act**” means the Companies Act 1981 of Bermuda;

“**connected person**” has the meaning ascribed to it under the Listing Rules;

“**Conversion Date**” in respect of a Conversion Notice means the Business Day next following the date on which that an effective Conversion Notice together with certificate(s) for the Preferred Shares to be converted shall have been delivered to the Company;

“**Conversion Notice**” means a written notice delivered to the Company at its Specified Office stating that a Preferred Shareholder elects to convert the number of Preferred Shares specified therein pursuant to Paragraph 3.2;

“**Conversion Number**” means, in relation to any Preferred Share, such number of Ordinary Shares as may, upon exercise of the Conversion Right, be issued at the Conversion Price in force on the relevant Conversion Date;

“**Conversion Price**” means at any time an amount per Ordinary Share equal to the Notional Value, subject to adjustment for any consolidation or sub-division of Ordinary Shares in accordance with Paragraph 4.1;

“**Conversion Right**” in respect of a Preferred Share means the right of its holder under the Bye-laws to convert all or any of its Preferred Shares into the Conversion Number of Ordinary Shares;

“**Director(s)**” means at any time the director(s) of the Company at that time;

“**Group**” at any time means the Company and its Subsidiaries at that time;

“**HK\$**” means Hong Kong dollars;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

“**Member**” or “**Shareholder**” means each person entered in the Register of Members of the Company as the registered holder of shares in the capital of the Company and includes a registered holder of Ordinary Shares and/or Preferred Shares as the context may indicate;

“**Notional Value**” means at any time HK\$0.055 being the value attributed to each Preferred Share, subject to adjustment for any consolidation or sub-division of Preferred Shares in accordance with Paragraph 4.1 *mutatis mutandis*;

“**Ordinary Shares**” means ordinary shares of HK\$0.01 each in the capital of the Company;

“**Paragraph**” means a paragraph of this Schedule;

“**Preferred Shares**” means the convertible preferred shares of par value HK\$0.01 each in the capital of the Company, the rights and obligations of which are set out in Paragraphs 2 to 10 below;

“**Preferred Shareholder**” means a shareholder holding a Preferred Share;

“**Record Date**” means, in respect of an offer, distribution or right, the date and time by which a subscriber or transferee of securities of the class in question would have to be registered in order to participate in the relevant offer, distribution or rights;

“**Register of Members**” means the register of the holders of Ordinary Shares and the Preferred Shareholders kept by the Company and includes any branch register;

“**Specified Office**” means Room 3001-02, Top Glory Tower, 262 Gloucester Road, Causeway Bay Hong Kong or such other office in Hong Kong as the Company may notify the holders of the Preferred Shares in writing;

“**Subsidiary**” means at any time a company which is for the time being a subsidiary (within the meaning of Chapter 1 of the Listing Rules) of the Company;

“**Takeovers Code**” means the Hong Kong Codes on Takeovers and Mergers and Share Repurchases, as may be amended from time to time.

## **2. As regards income and participation rights in issue of Ordinary Shares**

2.1 A Preferred Shareholder shall at all times be entitled to, and shall be paid dividends or other distributions (whether in cash or otherwise) of the same amount and at the same time as are paid with respect to Ordinary Shares, and each Preferred Share shall, for such purpose, be deemed to be equal to the number of Ordinary Shares into which it is convertible on the Record Date for such dividend or other distribution.

2.2 If and whenever the Company makes any offers by way of rights and/or issue by way of bonus of Ordinary Shares, securities carrying rights to subscribe for, convert or exchange into Ordinary Shares or voting rights or other shares or rights carrying the right to acquire same voting rights, or debt securities without rights converting into shares and voting rights (“**Offered Securities**”) to all the holders of Ordinary Shares (excluding, if applicable, overseas shareholders of the Company to the extent their exclusion is permitted under the Listing Rules), Preferred Shares, securities carrying substantially identical rights to subscribe for, convert or exchange into the Preferred Shares or other shares or rights carrying the right to acquire same voting rights (instead of Ordinary Shares or voting rights) or debt securities without rights converting into shares and voting rights shall be offered and/or issued to Preferred Shareholders at the same time and on the same terms as the Offered Securities are offered and/or issued to holders of Ordinary Shares, save that

- (i) where the Offered Securities are Ordinary Shares, the Company shall instead offer or issue Preferred Shares to the holders of Preferred Shares;
- (ii) where the Offered Securities carry the right to subscribe for, convert or exchange into Ordinary Shares or voting rights or other shares or rights carrying the right to acquire same voting rights, the Company shall instead offer or issue securities carrying substantially identical rights to subscribe for, convert or exchange into Preferred Shares or other shares or rights carrying the right to acquire same voting rights to holders of Preferred Shares; and
- (iii) where the Offered Securities are debt securities without rights converting into shares and voting rights, the Company shall offer or issue the same debt securities to the holders of the Preferred Shares.

### **3. As regards conversion**

- 3.1 Subject to the provisions of this Schedule and to compliance with all fiscal and other laws and regulations applicable thereto, a Preferred Shareholder shall have the Conversion Right in respect of each Preferred Share held by him, subject to the provisions of the Bye-laws and to any applicable fiscal or other laws or regulations.
- 3.2 Each Preferred Share shall be convertible at the option of the holders thereof, at any time after issue and without the payment of any additional sum, into the number of fully paid Ordinary Shares, calculated by dividing the Notional Value by the Conversion Price. Such conversion shall take effect on the Business Day next following the date on which the effective Conversion Notice together with certificate(s) for the Preferred Shares to be converted is delivered to the Company and if any such notice is delivered on a day that is not a Business Day it shall be deemed given on the next Business Day thereafter.

3.3 Subject to Paragraph 3.12, a Conversion Notice shall not be effective if:

- (i) for so long as the Ordinary Shares remain listed on The Stock Exchange of Hong Kong Limited, it does not contain a confirmation in writing from the converting Preferred Shareholder that the issue of Ordinary Shares pursuant to such conversion will not result in the aggregate voting rights in the Company held by it and parties acting in concert with it exceeding 29.9%, or such other percentage as may then be the maximum percentage (to one decimal place) of the issued Ordinary Shares of the Company it could then acquire without being required to make a mandatory general offer for the Ordinary Shares of the Company under the Takeovers Code;
- (ii) it is not accompanied by the share certificates in respect of the relevant Preferred Shares and such other evidence (if any) as the Directors may reasonably require to prove the title of the person exercising such right (or, if such certificates have been lost or destroyed, such evidence of title and such indemnity as the Directors may reasonably require); or
- (iii) it does not include a declaration and confirmation that the beneficial owner of the relevant Preferred Shares, and of the relevant Ordinary Shares to be issued on conversion, is not a resident or national of any jurisdiction where the exercise of the Conversion Rights attached to the relevant Preferred Shares is prohibited by any law or regulation of that jurisdiction or where compliance with such laws or regulations would require filing or other action by the Company; and that delivery of the relevant Preferred Shares or relevant Ordinary Shares will not result in a breach of any exchange control, fiscal or other laws or regulations for the time being applicable in that jurisdiction.

3.4 Conversion of the Preferred Shares shall be effected in such manner as the Directors shall, subject to the Bye-laws and as may be authorized by law, from time to time determine.

Without prejudice to the generality of the foregoing, to the extent permitted by law any Preferred Share may be converted by redemption on the relevant Conversion Date and the par value or any premium payable on such redemption may be paid out of (i) the capital paid up on the Preferred Share or (ii) any share premium account of the Company or (iii) the profits of the Company which would otherwise be available for dividend or (iv) the proceeds of a fresh issue of shares made for the purpose, or (v) in any other manner as may from time to time be permitted under the Companies Act or any combination of any two or more of the foregoing, and each Conversion Notice shall be deemed to authorise and instruct the Directors to retain any redemption monies otherwise payable to the converting Preferred Shareholder giving such notice and, in respect of each Preferred Share the subject of the Conversion Notice, to apply the same in the subscription on such converting Shareholder's behalf of the Conversion Number of Ordinary Shares (subject to the treatment of fractions described in Paragraph 4.8) and, each Conversion Notice shall be deemed to take or to appoint some person to take such steps on behalf of the Preferred Shareholder exercising the Conversion Rights in question as may be necessary or desirable to effect the conversion, provided that if the converting Preferred Shareholder has a registered address in any jurisdiction where in the absence of a registration statement or any other special formalities the allotment or delivery of any relevant Ordinary Shares would or might in the opinion of the Directors be unlawful or impracticable under the laws of such jurisdiction, then the Company shall as soon as reasonably practicable either (i) allot the relevant Ordinary Shares to one or more third parties selected by the Company or (ii) allot the relevant Ordinary Shares to the relevant Preferred Shareholder and then, on his behalf, sell them to one or more third parties selected by the Company, in each case for the best consideration then reasonably obtainable by the Company. As soon as reasonably practicable following any such allotment or allotment and sale, the Company shall pay the converting Preferred Shareholder an amount equal to the consideration received by it (net of expenses of sale if applicable).

- 3.5 By submitting a Conversion Notice, the relevant Preferred Shareholder irrevocably authorises the Company to effect the transactions required by Paragraph 3.4 above and for this purpose the Company may appoint any person to execute transfers, renunciations or other document on behalf of the relevant Preferred Shareholder and generally may make all arrangements which appear to it to be necessary or appropriate in connection therewith.
- 3.6 The Company shall allot and issue the relevant Ordinary Shares or, as the case may be, send the amount to which he is entitled pursuant to Paragraph 3.4 above to the converting Preferred Shareholder and shall procure that certificates in respect of the relevant Ordinary Shares, together with a new certificate for any unconverted Preferred Shares comprised in the certificate(s) surrendered by him, are issued free of charge and as soon as practicable and in any event not later than 10 Business Days after the relevant Conversion Date.
- 3.7 Intentionally deleted.
- 3.8 The Company shall, on the Conversion Date of a Preferred Share, enter the name of the relevant Preferred Shareholder as the holder of the relevant number of Ordinary Shares resulting from the conversion of the Preferred Shares in, and make any other necessary and consequential changes to, the Register of Members.
- 3.9 If, so long as the Conversion Right in respect of any of the Preferred Shares remains exercisable, a resolution is passed or an order of a court of competent jurisdiction is made that the Company be wound up or dissolved (otherwise than for the purposes of a reconstruction, merger or consolidation the terms whereof have previously been approved by the Preferred Shareholders as a class in the manner provided in Paragraph 9), notice thereof shall forthwith be given by the Company to the Preferred Shareholders and each Preferred Shareholder shall (whether or not the Conversion Right(s) attaching to his Preferred Share(s) are then otherwise exercisable) be entitled, at any time after the passing of such resolution or (as the case may be) the making of such order, until the expiration of 6 weeks after the date of such notice (but not thereafter), to elect (by giving written notice to the Company together with the certificates, statements and other items listed in Paragraphs 3.3(i) to (iii) so far as applicable and otherwise complying with Paragraph 3.3) to be treated as if all or any of his Preferred Share(s) had been converted immediately prior to the passing of such resolution or, as the case may be, the making of such order.



In that event, such Preferred Shareholder shall be entitled (i) to be paid, in satisfaction of the amount due in respect of such Preferred Shares as are to be treated as if converted, a sum equal to the amount to which he should have become entitled in such liquidation, and (ii) to attend such meetings and exercise such voting rights, as if he had been the holder of the Ordinary Shares to which he would have become entitled by virtue of such conversion, fractions being disregarded for this purpose.

On the expiry of the said period of 6 weeks, any outstanding Preferred Shares shall cease to be capable of being treated as converted. Subject as provided in this Paragraph 3.9, the Conversion Right shall lapse in the event of a resolution being passed or an order of a court of competent jurisdiction being made that the Company be wound up or dissolved (otherwise than as aforesaid).

3.10 The Ordinary Shares resulting from the conversion of the relevant Preferred Shares shall carry the right to receive all dividends and other distributions declared, made or paid upon the Ordinary Share capital of the Company by reference to any Record Date on or after the Conversion Date and shall rank pari passu in all other respects and form one class with the Ordinary Shares then in issue and fully paid.

3.11 Until such time as the Preferred Shares have been converted into Ordinary Shares, the Company shall (unless with the consent of Preferred Shareholders otherwise):

- (i) at all times keep available for issue and free of all liens, charges, options, mortgages, pledges, claims, equities, encumbrances and other third-party rights of any nature, and not subject to any pre-emptive rights out of its authorised but unissued share capital, such number of authorised but unissued Ordinary Shares as would enable all Preferred Shares to be converted into Ordinary Shares and any other rights of conversion into, subscription for or exchange into Ordinary Shares to be satisfied in full;
- (ii) not make any issue, grant or distribution or take any other action if the effect would be that on the conversion of the Preferred Shares to Ordinary Shares it would be required to issue Ordinary Shares at a price lower than the par value thereof;

- (iii) not authorize, create, allot, issue or permit to exist any class of share capital that is senior to, or pari passu with or has preference in any respect over the Preferred Shares as to distributions, liquidation or return of capital (which for the avoidance of doubt excludes any issue of Ordinary Shares);
- (iv) not reclassify, re-designate, or convert any equity or equity linked securities into, securities of the Company which rank senior to, or pari passu with or have preference in any respect over the Preferred Shares as to distribution, liquidation or return of capital (which for the avoidance of doubt excludes issue of Ordinary Shares);
- (v) not amend, alter or repeal any provision of the By-laws of the Company which amendment, alteration or repeal operates to abrogate or affect adversely any rights of the holders of the Preferred Shares; and
- (vi) not amend, alter or repeal this Paragraph 3.11.

3.12 Notwithstanding any other provisions in this Schedule, the exercise of the Conversion Right attached to the Preferred Shares above is subject to the following restrictions:

- (i) where the conversion of any holder's Preferred Shares into Ordinary Shares would otherwise result in such holder holding 29.9% or more of the issued Ordinary Shares of the Company, or such other percentage as may then be the maximum percentage (to one decimal place) of the issued Ordinary Shares of the Company it could then acquire without being required to make a mandatory general offer for the Ordinary Shares of the Company under the Takeovers Code, the Company shall as soon as practicable after being served with the Conversion Notice notify the relevant holder thereof and the holder shall thereupon be entitled to elect to convert such number of Preferred Shares as will cause it to hold, together with those persons acting in concert as defined in the Takeovers Code with such Preferred Shareholder, not more than 29.9% of the issued Ordinary Shares of the Company or such other percentage as may then be the maximum percentage (to one decimal place) of the issued Ordinary Shares of the Company it could hold without being required to make a mandatory general offer for the Ordinary Shares of the Company under the Takeovers Code;

- (ii) where the conversion of any holder's Preferred Shares into Ordinary Shares would immediately after the conversion (and as a result of the conversion) result in an insufficient public float of the Ordinary Shares of the Company as required under the Listing Rules, the Company shall as soon as practicable after being served with the Conversion Notice notify the relevant holder thereof and the holder shall thereupon be entitled to elect to convert such number of Preferred Shares as it is entitled to convert, without such conversion resulting in the public float of the Ordinary Shares of the Company falling below the requirements of the Listing Rules; and
- (iii) for the avoidance of doubt, nothing in this Paragraph 3.12 shall delay the Conversion Date of any Preferred Share in respect of which the holder makes an election pursuant to this Paragraph 3.12.

#### **4. Adjustments of Conversion Rights and/or Conversion Price**

- 4.1 If and whenever the Ordinary Shares by reason of any consolidation or sub-division become of a different nominal amount, the Conversion Price in force immediately prior thereto shall be adjusted by multiplying it by the revised nominal amount and dividing the result by the former nominal amount. Within 28 days of any such adjustment the Company will send to the Preferred Shareholder a notice giving particulars of the adjustment. Each such adjustment shall be effective from the close of business in Hong Kong on the day preceding the date on which the consolidation or sub-division becomes effective.
- 4.2 The provisions of Paragraph 4.1 shall not apply if the Preferred Shares are consolidated or sub-divided in the same manner and at the same time as the consolidation or sub-division of Ordinary Shares referred to in Paragraph 4.1.

- 4.3 Any adjustment to the Conversion Price shall be made to the nearest cent so that any amount under half a cent shall be rounded down and any amount of half a cent or more shall be rounded up and in no event shall any adjustment (otherwise than upon the consolidation of Ordinary Shares into Ordinary Shares of a larger nominal amount) involve an increase in the Conversion Price. In addition to any determination which may be made by the Directors, every adjustment to the Conversion Price shall be certified to be fair and appropriate either (at the option of the Company) by the auditors for the time being or by an Approved Investment Bank. In giving any certificate or making any adjustment hereunder, the auditors for the time being or the Approved Investment Bank shall be deemed to be acting as experts and not as arbitrators and, in the absence of manifest error, their decision shall be conclusive and binding on the Company and the Preferred Shareholder and all persons claiming through or under them respectively.
- 4.4 Notwithstanding anything contained in these Paragraphs, no adjustment shall be made to the Conversion Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of this clause would be less than one cent and any adjustment that would otherwise be required then to be made shall not be carried forward.
- 4.5 If the Company or any Subsidiary shall in any way modify the rights attached to any share or loan capital so as wholly or partly to convert or make convertible such share or loan capital into, or attach thereto any rights to acquire, Ordinary Shares, the Company shall appoint the auditors for the time being or an Approved Investment Bank to consider whether any adjustment to the Conversion Price is appropriate and if the auditors for the time being or such Approved Investment Bank certifies that any such adjustment is appropriate, the Conversion Price shall be adjusted accordingly and the provisions of Paragraphs 4.3 and 4.4 shall apply.

- 4.6 Notwithstanding the provisions of Paragraph 4.1, in any circumstances where the Directors shall consider that an adjustment to the Conversion Price provided for under the said provisions should not be made or should be calculated on a different basis or that an adjustment to the Conversion Price should be made notwithstanding that no such adjustment is required under the said provisions or that an adjustment shall take effect on a different date or at a different time from that provided for under the said provisions, the Company may appoint the auditors for the time being or an Approved Investment Bank to consider whether for any reason whatsoever the adjustment to be made (or the absence of adjustment) would not or might not fairly and appropriately reflect the relative interests of the persons affected thereby and, if the auditors for the time being or such Approved Investment Bank shall consider this to be the case, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner (including without limitation, making an adjustment calculated on a different basis) and/or the adjustment shall take effect from such other date and/or time (including, retrospectively) as shall be certified by the auditors for the time being or such Approved Investment Bank to be, in its opinion, appropriate. In giving any certificate or making any adjustment hereunder, the auditors for the time being or the Approved Investment Bank shall be deemed to be acting as experts and not as arbitrators and, in the absence of manifest error, their decision shall be conclusive and binding on the Company and the Preferred Shareholders and all persons claiming through or under them respectively.
- 4.7 Whenever the Conversion Price is adjusted as herein provided, the Company shall as soon as practicable give notice to the Preferred Shareholders that the Conversion Price has been adjusted (setting forth the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price and the effective date thereof) and shall at all times thereafter so long as any of the Conversion Rights remains exercisable, make available for inspection by the Preferred Shareholders at its principal office in Hong Kong a signed copy of the said certificate of the auditors or (as the case may be) of the relevant Approved Investment Bank and a certificate signed by a director of the Company setting forth brief particulars of the event giving rise to the adjustment, the Conversion Price in effect prior to such adjustment, the adjusted Conversion Price on the effective date thereof and shall, on request, send a copy thereof to the Preferred Shareholders.

4.8 Fractions of Ordinary Shares will not be issued on conversion of the Preferred Shares and accordingly, for the purpose of determining the number of Ordinary Shares to be issued on Conversion (i) all Preferred Shares in respect of each exercise of Conversion Right by a holder thereof shall be aggregated and (ii) the number of Ordinary Shares to be issued upon conversion of the Preferred Shares shall be rounded down if otherwise fractions of Ordinary Shares would be issued pursuant to any conversion of Preferred Shares under the preceding provisions of Paragraphs 3 and 4. Any benefits arisen from any fractional entitlement of Ordinary Shares upon conversion shall be retained by the Company for its own benefit.

## **5. As regards capital**

5.1 On a distribution of assets of the Company among its members on a return of capital on liquidation, dissolution or winding-up (whether voluntary or involuntary) of the Company or otherwise (other than any “on-market share” repurchase (as such term is defined in the Takeovers Code) of Ordinary Shares by the Company made in accordance with the Rule 10.06 or equivalent provision of the Listing Rules and out of distributable profits or reserves of the Company), the Preferred Shares shall entitle their holders, in priority to any holder of any other class of shares in the capital of the Company, to receive in respect of each Preferred Share then held, an amount equal to the Notional Value of that Preferred Share. If the assets of the Company available for distribution shall be insufficient to provide for full payment to the holders of the Preferred Shares in accordance herewith, the Company shall make payment on the Preferred Shares on a pro rata basis.

5.2 If a surplus remains after distribution of assets of the Company in accordance with Paragraph 5.1 of this Schedule, the Ordinary Shares and shares of other classes of the Company entitled to participate in such distribution (other than the Preferred Shares) shall entitle their holders to receive in respect of each of such share then held, an amount equal to the Notional Value received in respect of each Preferred Share pursuant to Paragraph 5.1 above. If the assets of the Company available for distribution pursuant to this Paragraph 5.2 shall be insufficient to provide for full payment to the holders of such shares in such distribution (other than the Preferred Shares) in accordance herewith, the Company shall make payment on all such shares on a pro rata basis.

5.3 If a surplus remains after distribution of assets of the Company in accordance with Paragraphs 5.1 and 5.2, the balance of the assets of the Company (if any) shall be distributed rateably among the Preferred Shareholders, holders of the Ordinary Shares and other classes of shares of the Company then in issue which are then entitled to participate in such distribution, and each Preferred Share shall, for such purpose, be deemed to be equal to the number of Ordinary Shares into which it is convertible on the date of the event which has given rise to the return of capital to which Paragraph 5.1 applies.

**6. As regards Voting Rights**

Without prejudice to paragraphs 3.9 and 3.11, the holders of Preferred Shares shall be entitled to receive notice of and attend general meetings of the holders of Ordinary Shares of the Company, but the Preferred Shares shall not carry any voting rights in such general meetings.

**7. As regards Transfers**

7.1 Subject to Paragraph 7.2 of this Schedule and notwithstanding any other provisions in this Schedule or elsewhere in the Bye-laws, no transfer (in whole or in part) of Preferred Shares shall be registered by the Company unless any duly completed and executed form of transfer delivered in respect of such transfer is accompanied by a written confirmation from the proposed transferee (or its duly authorized representative) that the proposed transferee is not a connected person of the Company unless that person is an associate of the transferor and the transferor is then a connected person of the Company.

7.2 Subject to prior approval of the Board, the Preferred Shares are freely transferable in integral multiples of 1,000,000 Preferred Shares, unless the aggregate outstanding balance of the number of the Preferred Shares registered under such Preferred Shares holder, at any time, is less than 1,000,000 Preferred Shares, in which case the holder(s) of the Preferred Shares shall have the right to transfer the whole (but not any part) of the outstanding balance of the Preferred Shares.

## **8. Payments**

- 8.1 Payment of all amounts in respect of the Preferred Shares under the terms and conditions thereof shall be made on the due dates into such bank account as the holder of the relevant Preferred Shares may notify the Company by at least 10 Business Days' prior notice in writing delivered to the Company at the Specified Office from time to time. All payments made by the Company in respect of the Preferred Shares pursuant to the terms and conditions of this Paragraph 8.1 shall be made in Hong Kong dollars in immediately available funds.
- 8.2 If the due date for payment of any amount in respect of the Preferred Shares is not a Business Day, the Preferred Shareholder will be entitled to payment on the next following Business Day in the same manner but without any compensation or adjustment for late payment.
- 8.3 Any Preferred Shareholder who has failed to claim distributions or other property or rights within 6 years of their having been made available to him will not thereafter be able to claim such distributions or other property or rights which shall be forfeited and reverted to the Company. The Company shall retain such distributions or other property or rights for its own benefit but shall not at any time be a trustee in respect of any such distributions or other property or rights nor be accountable for any income or other benefits derived therefrom.

## **9. Approval**

Where any consent or approval of Preferred Shareholders generally is required (including any consent or approval of any waiver of rights) that consent or approval may be given by resolution passed at a duly convened meeting of Preferred Shareholders or in writing signed by the holders of more than 50% in nominal value of the then outstanding Preferred Shares, and for this purpose any such consent or approval may be in the form of one or more instruments each signed by one or more Preferred Shareholders. Any consent or approval so obtained shall be binding on all Preferred Shareholders whether or not they are in favour.



## 10. As regards redemption

Subject to Paragraph 3.4 of this Schedule, and without prejudice to the general power of the Company to purchase its shares under the Bye-laws of the Company, the Preferred Shares are not redeemable.

- (b) the directors of the Company be and are hereby authorised to do all other acts and things and execute all documents which they consider necessary, desirable or expedient for the implementation of and giving effect to the transactions contemplated under resolution 2(a) above.

## 3. THAT

- (a) the acquisition agreement dated 28 February 2009 (the “**Acquisition Agreement**”) and the supplemental acquisition agreement (the “**Supplemental Agreement**”, together with the Acquisition Agreement, the “**Agreements**”) dated 10 March 2009, both of which were entered into among (i) Winner Global Holdings Limited (the “**Vendor**”) as vendor, (ii) Great Path Limited (the “**Purchaser**”), a wholly-owned subsidiary of the Company, as purchaser, (iii) Ms. Loh Jiah Yee, Katherine, as guarantor for the Vendor’s obligations for repayment of the deposit under the Agreements, in relation to the acquisition by the Group of the entire issued share capital of Amplewell Holdings Limited (the “**Acquisition**”), a copy of the Acquisition Agreement and a copy of the Supplemental Agreement have been produced to this meeting marked “A” and “B” respectively (both were signed by the Chairman of the meeting for the purpose of identification), and the transactions contemplated by the Agreements (including but not limited to: (i) the Acquisition; (ii) the allotment and issue of 785,000,000 new Ordinary Shares to the Vendor or its nominees at the issue price of HK\$0.055 per Ordinary Share, credited as fully paid; (iii) the allotment and issue of an aggregate of 27,534,000,000 new Preferred Shares to the Vendor or its nominees at the issue price of HK\$0.055 per Preferred Share, credited as fully paid; (iv) the allotment and issue of new Ordinary Shares to the Vendor or its nominees upon conversion of such Preferred Shares, credited as fully paid; and (v) the issue of an unsecured promissory note in the principal sum of HK\$232,000,000 bearing an interest of 2% per annum), on and subject to the terms of the Agreements be and are hereby approved, confirmed and ratified; and

- (b) the directors of the Company be and are hereby authorised to do all other acts and things and execute all documents which they consider necessary, desirable or expedient for the implementation of and giving effect to the Agreements and the transactions contemplated thereunder.

By Order of the Board  
**Bright Prosperous Holdings Limited**  
**Teoh Tean Chai, Anthony**  
*Executive Director*

Hong Kong, 25 June 2009

*Notes:*

1. Any member of the Company entitled to attend and vote at the SGM may appoint one or more than one proxy to attend and to vote instead of him. A proxy need not be a member of the Company.
2. Where there are joint registered holders of any share, any one of such persons may vote at the SGM, either personally or by proxy, in respect of such share of the Company as if he were solely entitled thereto; but if more than one or such joint holders be present at the SGM 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 share shall alone be entitled to vote in respect thereof.
3. In order to be valid, the proxy form duly completed and signed in accordance with the instructions printed thereon together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof must be delivered to the Company's branch share registrar in Hong Kong, Tricor Tengis Limited, 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for holding the SGM or any adjournment thereof.
4. Completion and return of the proxy form will not preclude you from attending the SGM and voting in person if you so wish. In the event that you attend the SGM after having lodged the proxy form, it will be deemed to have been revoked.

*As at the date of this notice, the executive directors are Mr. Teoh Tean Chai, Anthony and Ms. Chung Oi Ling, Stella and the independent non-executive directors are Mr. Lo Chi Ho, William, Mr. Chu Kin Wang, Peleus and Ms. Lau Wa Chun.*