

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this notice, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this notice.*



## ZHONG FA ZHAN HOLDINGS LIMITED

### 中發展控股有限公司

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

**(Stock Code: 475)**

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the “**EGM**”) of Zhong Fa Zhan Holdings Limited (the “**Company**”) will be held at B2 Boardroom, The Wharney Guang Dong Hotel Hong Kong, 57-73 Lockhart Road, Wanchai, Hong Kong on Tuesday, 8 September 2015 at 10:45 a.m. (or an adjournment thereof) for the purposes of considering and, if thought fit, passing the following resolutions (with or without modifications):

### ORDINARY RESOLUTIONS

1. “**THAT**

- (a) the terms and conditions of the subscription agreement (the “**First Subscription Agreement**”, a copy of which has been produced to the meeting marked “A” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between Zhong Fa Zhan Holdings Limited (the “**Company**”) and Suncool AB (“**Suncool**”) together with a form of the instrument (the “**Instrument**”) creating the warrants (the “**Warrants**”) attached to it pursuant to which the Company has agreed to issue and Suncool has agreed to subscribe for (i) 6,000,000 new shares (the “**Suncool Shares**”) of HK\$0.01 each in the share capital of the Company (each a “**Share**”) at the subscription price of HK\$2.10 per Suncool Share; and (ii) 24,000,000 Warrants, for which each Warrant has a right to subscribe for one Share (the “**Warrant Share(s)**”) (subject to adjustment) at the exercise price of HK\$2.50 per Warrant Share, on the terms and conditions of the First Subscription Agreement be and is hereby approved, ratified and confirmed;

- (b) conditional upon The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of, and permission to deal in the Suncool Shares and the Warrant Shares,
  - (i) the creation and issuance of the Warrants by the Company to Suncool pursuant to the terms and conditions of the First Subscription Agreement and the Instrument be and are hereby approved; and
  - (ii) the allotment and issue of the Suncool Shares and the Warrant Shares which may fall to be allotted and issued upon exercise of the subscription rights attached to the Warrants be and are hereby approved; and
- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the First Subscription Agreement (including the Instrument) and all transactions contemplated thereunder as well as in relation to the issue of the Warrants and the allotment and issue of the Suncool Shares and the Warrant Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

2. “**THAT**

- (a) the terms and conditions of the subscription agreement (the “**Second Subscription Agreement**”, a copy of which has been produced to the meeting marked “B” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Zheng Yifei pursuant to which the Company has agreed to issue and Zheng Yifei has agreed to subscribe for 12,000,000 new Shares (the “**Zheng Shares**”) at the subscription price of HK\$2.10 per Zheng Share on the terms and conditions of the Second Subscription Agreement be and is hereby approved, ratified and confirmed;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Zheng Shares, the allotment and issue of the Zheng Shares by the Company be and are hereby approved; and

- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Second Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Zheng Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

3. **“THAT**

- (a) the terms and conditions of the subscription agreement (the **“Third Subscription Agreement”**, a copy of which has been produced to the meeting marked “C” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Li Xi pursuant to which the Company has agreed to issue and Li Xi has agreed to subscribe for 6,000,000 new Shares (the **“Li Shares”**) at the subscription price of HK\$2.10 per Li Share on the terms and conditions of the Third Subscription Agreement be and is hereby approved, ratified and confirmed;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Li Shares, the allotment and issue of the Li Shares by the Company be and are hereby approved; and
- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Third Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Li Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

4. **“THAT**

- (a) the terms and conditions of the subscription agreement (the **“Fourth Subscription Agreement”**, a copy of which has been produced to the meeting marked “D” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Wu Xunzhi pursuant to which the Company has agreed to issue and Wu Xunzhi has

agreed to subscribe for 6,000,000 new Shares (the “**Wu Shares**”) at the subscription price of HK\$2.10 per Wu Share on the terms and conditions of the Fourth Subscription Agreement be and is hereby approved, ratified and confirmed;

- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Wu Shares, the allotment and issue of the Wu Shares by the Company be and are hereby approved; and
- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Fourth Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Wu Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

5. **“THAT**

- (a) the terms and conditions of the subscription agreement (the “**Fifth Subscription Agreement**”, a copy of which has been produced to the meeting marked “E” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Cui Weizhen pursuant to which the Company has agreed to issue and Cui Weizhen has agreed to subscribe for 6,000,000 new Shares (the “**Cui Shares**”) at the subscription price of HK\$2.10 per Cui Share on the terms and conditions of the Fifth Subscription Agreement be and is hereby approved, ratified and confirmed;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Cui Shares, the allotment and issue of the Cui Shares by the Company be and are hereby approved; and
- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Fifth Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Cui Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

6. **“THAT**

- (a) the terms and conditions of the subscription agreement (the **“Sixth Subscription Agreement”**, a copy of which has been produced to the meeting marked “F” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Zou Ping pursuant to which the Company has agreed to issue and Zou Ping has agreed to subscribe for 3,000,000 new Shares (the **“Zou Shares”**) at the subscription price of HK\$2.10 per Zou Share on the terms and conditions of the Sixth Subscription Agreement be and is hereby approved, ratified and confirmed;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Zou Shares, the allotment and issue of the Zou Shares by the Company be and are hereby approved; and
- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Sixth Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Zou Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

7. **“THAT**

- (a) the terms and conditions of the subscription agreement (the **“Seventh Subscription Agreement”**, a copy of which has been produced to the meeting marked “G” and signed by the chairman of the meeting for the purpose of identification) dated 1 July 2015 entered into between the Company and Li Kai Kai, Bobo pursuant to which the Company has agreed to issue and Li Kai Kai, Bobo has agreed to subscribe for 3,000,000 new Shares (the **“Bobo Shares”**) at the subscription price of HK\$2.10 per Bobo Share on the terms and conditions of the Seventh Subscription Agreement be and is hereby approved, ratified and confirmed;
- (b) conditional upon the Stock Exchange granting the listing of and permission to deal in the Bobo Shares, the allotment and issue of the Bobo Shares by the Company be and are hereby approved; and

- (c) the directors of the Company be and are hereby authorised to do all such things and acts, to sign, seal, execute, perfect and deliver all such other documents as they may in their absolute discretion consider necessary, desirable or expedient for the purpose of or in connection with the implementation and/or giving effect to any matters relating to the Seventh Subscription Agreement and all transactions contemplated thereunder as well as in relation to the allotment and issue of the Bobo Shares and to agree to such variation, amendment or waiver as are, in the opinion of the directors of the Company, in the interest of the Company.”

By Order of the Board  
**Zhong Fa Zhan Holdings Limited**  
**Chan Wing Yuen, Hubert**  
*Chief Executive & Executive Director*

Hong Kong, 13 August 2015

*Notes:*

- (1) Any shareholder of the Company (the “**Shareholder**”) entitled to attend or vote at the EGM is entitled to appoint one or more proxies to attend and vote on behalf of him. A proxy need not be a Shareholder.
- (2) Where there are joint registered holders of any Shares, any one such persons may vote at the EGM, 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 EGM 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 thereof.
- (3) A form of proxy for use in connection with the EGM is enclosed and such form of proxy is also published on the websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.475hk.com](http://www.475hk.com)) respectively.
- (4) In order to be valid, the form of proxy 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 deposited at the Company’s Hong Kong branch share registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong together with the power of attorney or other authority (if any) under which it is signed or certified copy of such power of attorney or authority, not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof.
- (5) For the purpose of determining the Shareholders who are entitled to attend and vote at the EGM, the Register of Members of the Company will be closed from 4 September 2015 to 8 September 2015, both days inclusive, during which period no transfer of shares of the Company will be registered. In order to qualify for attending and voting at the EGM, all transfer documents should be lodged for registration with Tricor Investor Services Limited of Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong no later than 4:30 p.m. on Wednesday, 2 September 2015, since Thursday, 3 September 2015 was declared to be a public holiday.

- (6) In accordance with the relevant requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and for good corporate governance practice, the Chairman of the Board has indicated that he would direct that each of the resolutions set out in the notice of the EGM be voted on by poll. The results of the poll will be published on the websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and the Company ([www.475hk.com](http://www.475hk.com)) respectively.

*As at the date of this notice, the Board consists of five executive Directors, namely Mr. Wu Hao, Mr. Hu Yangjun, Mr. Hu Yishi, Mr. Chan Wing Yuen, Hubert and Ms. Kwong Wai Man, Karina; a non-executive Director, namely Mr. Li Wei Qi, Jacky; and three independent non-executive Directors, namely Mr. Wu Chi Keung, Mr. Heung Chee Hang, Eric and Ms. Kwok Pui Ha.*