

NOTICE OF EGM



FIRST MOBILE GROUP HOLDINGS LIMITED
(第一電訊集團有限公司)*
(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 865)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “Meeting”) of First Mobile Group Holdings Limited (the “Company”) will be held at Room 101, The Boys’ & Girls’ Clubs Association of Hong Kong, 3 Lockhart Road, Wanchai, Hong Kong on [REDACTED], [REDACTED] at [REDACTED] to consider and, if thought fit, pass the following resolutions with or without amendments as special resolutions or ordinary resolutions (as the case may be). Capitalised terms defined in the circular dated 29 February 2016 issued by the Company (the “Circular”) shall have the same meanings when used in this notice unless otherwise specified.

SPECIAL RESOLUTIONS

1. “THE CAPITAL REORGANISATION

THAT conditional upon:- (i) approval of the Capital Reduction (as defined below) by the Grand Court of the Cayman Islands (the “Cayman Islands Court”); (ii) registration by the Registrar of Companies of the Cayman Islands of the order of the Cayman Islands Court confirming the Capital Reduction (as defined below) and the minute approved by the Cayman Islands Court containing the particulars required under the Companies Law in respect of the Capital Reduction (as defined below) and compliance with any condition as may be imposed by the Cayman Islands Court in relation to the Capital Reduction (as defined below); and (iii) the Listing Committee granting the [REDACTED] of, and permission to deal in, the New Shares in issue, upon the date on which the Capital Reduction (as defined below) becomes effective (the “Effective Date”):

- (a) the par value of each issued Share be reduced from HK\$0.10 to HK\$0.0005 by cancelling paid up share capital to the extent of HK\$0.0995 per Share in issue as at the Effective Date by way of a reduction of capital (the “Capital Reduction”);
- (b) immediately following the Capital Reduction, all remaining authorised but unissued shares of the Company as at the Effective Date be cancelled (the “Authorised Share Capital Cancellation”);

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- (c) upon the Capital Reduction and the Authorised Share Capital Cancellation becoming effective, every 10 Shares of HK\$0.0005 each in the Company be consolidated into one New Share with a par value of HK\$0.005 each (the "Share Consolidation"), and any fractions of New Shares arising on the Share Consolidation shall not be allocated to the holders of the existing Shares otherwise entitled thereto but such fractions shall be aggregated and sold for the benefit of the Company in such manner, on such terms and subject to such conditions as the Directors may, in their sole and absolute discretion, think fit;
- (d) the entire amount standing to the credit of the share premium account of the Company as at 30 June 2015 amounting to approximately HK\$127.54 be cancelled (the "Share Premium Cancellation");
- (e) the authorised share capital of the Company be increased from HK\$300,000,000 to HK\$500,000,000 divided into 100,000,000,000 New Shares of HK\$0.005 each by the creation of an additional 40,000,000,000 New Shares (the "Authorised Share Capital Increase" and together with the Capital Reduction, the Authorised Share Capital Cancellation, the Share Consolidation and the Share Premium Cancellation, "Capital Reorganisation");
- (f) the credit which arises as a result of the Capital Reduction and the Share Premium Cancellation be transferred to the distributable reserve of the Company and be applied to cancel the accumulated losses of the Company as at 30 June 2015, and any one or more of the Director(s) be and is/are hereby authorised to apply the balance in the distributable reserve of the Company (if any) in any manner permitted by the Companies Law; and
- (g) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the Capital Reorganisation and the transactions contemplated thereunder."

2. "ADOPTION OF NEW MEMORANDUM AND ARTICLES

THAT subject to and upon the passing of Resolution No. 1 as set out in the notice convening this Meeting, the New Memorandum and Articles (a copy of which is marked "A" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose) be and are hereby approved and adopted as the new memorandum of association and articles of association of the Company in substitution for and to the exclusion of the Existing Memorandum and Articles with immediate effect."

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ORDINARY RESOLUTIONS

3. "THE ACQUISITION

THAT:

- (a) the Acquisition Agreement (a copy of which is marked "B" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purposes) and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed;
- (b) subject to the fulfillment of the conditions in the Acquisition Agreement and conditional upon the Listing Committee approving the [REDACTED] of, and granting permission to deal in the Consideration Shares, the Directors be and are hereby granted a specific mandate (the "Consideration Shares Specific Mandate") to allot, issue, credited as fully paid, the Consideration Shares to the Vendors pursuant to the Acquisition Agreement, provided that the Consideration Shares Specific Mandate shall be in addition to and shall not prejudice nor revoke such other general or specific mandate(s) which may from time to time be granted to the Directors prior to or after the passing of this resolution; and
- (c) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the Acquisition Agreement and the transactions contemplated thereunder."

4. "THE [REDACTED]

THAT:

- (a) the [REDACTED] Agreement (a copy of which is marked "C" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purposes) and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed;
- (b) subject to the fulfillment of the conditions in the [REDACTED] Agreement and conditional upon the Listing Committee approving the [REDACTED] of, and granting permission to deal in the [REDACTED], the Directors be and are hereby granted a specific mandate (the "[REDACTED] Specific Mandate") to allot, issue, credited as fully paid, the [REDACTED] to the Qualifying Shareholders at the subscription price of [REDACTED] per [REDACTED] on the basis of 2 [REDACTED] for every 1 New Share held to the Qualifying

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Shareholders on the terms set out in the Circular (a copy of which is marked "D" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purposes) provided that the [REDACTED] Specific Mandate shall be in addition to and shall not prejudice nor revoke such other general or specific mandate(s) which may from time to time be granted to the Directors prior to or after the passing of this resolution;

- (c) the entering into of the [REDACTED] Agreement by the Company be and is hereby approved, confirmed and ratified and the performance of the transactions contemplated thereunder by the Company (including but not limited to the arrangements for taking up of the underwritten [REDACTED], if any, by the [REDACTED]) be and are hereby approved;
- (d) the absence of arrangement for excess application for the [REDACTED] according to the terms and conditions set out in the Circular be and is hereby approved; and
- (e) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the [REDACTED], the [REDACTED] Agreement and the transactions contemplated thereunder."

5. "THE SUBSCRIPTION

THAT:

- (a) the Subscription Agreements (a copy of which is marked "E" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purposes) and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed;
- (b) subject to the fulfillment of the conditions in the Subscription Agreements and conditional upon the Listing Committee approving the [REDACTED] of, and granting permission to deal in the Subscription Shares, the Directors be and are hereby granted a specific mandate (the "Subscription Shares Specific Mandate") to allot, issue, credited as fully paid, the Subscription Shares to the Subscribers pursuant to the Subscription Agreements, provided that the Subscription Shares Specific Mandate shall be in addition to and shall not prejudice nor revoke such

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other general or specific mandate(s) which may from time to time be granted to the Directors prior to or after the passing of this resolution; and

- (c) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the Subscription Agreements, the allotment and issue of the Subscription Shares and the transactions contemplated thereunder.”

6. “THE WHITEWASH WAIVER

THAT:

- (a) subject to the Executive granting to the Vendors the Whitewash Waiver and the satisfaction of any condition(s) attached to the Whitewash Waiver imposed by the Executive, the waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code, waiving any obligation of the Vendors and parties acting in concert with it to make a mandatory general offer to other Shareholders in respect of the New Shares as a result of the acquisition of the Consideration Shares be and is hereby approved; and
- (b) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the Whitewash Waiver.”

7. “SPECIAL DEAL

THAT, subject to the consent of the Executive (or any delegate of the Executive) pursuant to Rule 25 of the Takeovers Code with respect to special deal and any conditions that may be imposed thereon:

- (a) the Disposal Agreement (a copy of which is marked “F” and tabled before the Meeting and initialled by the chairman of the Meeting for identification purposes) and the transactions contemplated thereunder be and are hereby approved, ratified and confirmed; and

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- (b) any one or more of the Director(s) be and is/are hereby authorised to do all such acts and things, to sign and execute all such further documents or agreements or deeds on behalf of the Company (including the affixation of the common seal of the Company where execution under seal is required) and to do such acts and things, to sign and execute all such further documents and to take such steps as he/she/they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with the implementation of and giving effect to any matter relating to the Disposal Agreement and the transactions contemplated thereunder.”

8. “PROPOSED APPOINTMENT OF PROPOSED DIRECTORS

THAT:

- (a) the appointment of the following candidates as Directors with effect from completion of the Acquisition be and is hereby approved:
- (i) Mr. Shie Tak Chung as an executive Director;
 - (ii) Mr. Tsoi Kin Sze as an executive Director;
 - (iii) Mr. Wu Zhisong as an executive Director;
 - (iv) Mr. Lee Lit Mo Johnny as an executive Director;
 - (v) Mr. Ma Sai Yam as an independent non-executive Director;
 - (vi) Mr. Zhang Senquan as an independent non-executive Director; and
 - (vii) Mr. Wang Yiming as an independent non-executive Director.
- (b) the Board be and is hereby authorised to fix their remuneration.”

By order of the Board
Ng Kok Hong
Executive Chairman

Hong Kong, 29 February 2016

Head Office and Principal Place of Business:

Workshop 6, Level 1
Wah Yiu Industrial Centre
30-32 Au Pui Wan Street
Fotan, Shatin, New Territories
Hong Kong

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Notes:

1. Every shareholder of the Company entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and, on a poll, vote in his stead. A proxy need not be a shareholder of the Company.
2. To be valid, a form of proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, must be deposited at the Company's branch share registrar in Hong Kong, [REDACTED] at [REDACTED] not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.
3. Completion and delivery of the form of proxy will not preclude a shareholder from attending and voting at the Meeting if the shareholder so desires.
4. Where there are joint holders of any Share, any one of such joint holders may vote, 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, the vote of the joint holder whose name stands first on the register of members of the Company in respect of the joint holding who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
5. As at the date of this notice, the Board consists of Mr. Ng Kok Hong, Mr. Ng Kok Tai and Mr. Ng Kok Yang, all being executive Directors.

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