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連發國際股份有限公司*

Ever Fortune International Holdings Limited

(Incorporated in Bermuda with limited liability)

(stock code: 875)

NOTICE OF THE SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the special general meeting (the “**SGM**”) of Ever Fortune International Holdings Limited (the “**Company**”) will be held at Room 2109, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong on 23 December 2011, at 9:00 a.m. for the following purposes:-

SPECIAL RESOLUTIONS

To consider and, if thought fit, pass the following resolutions as special resolutions of the Company:-

AMENDMENTS TO BYE-LAWS OF THE COMPANY

1. “THAT subject to the passing of resolutions numbered 2 to 12 of this notice of SGM and upon the completion of the Restructuring Agreement (as defined in resolution numbered 4 of this notice), the bye-laws of the Company (the “**Bye-Laws**”) be amended as follows:

(A) Bye-Law 1

(i) By adding the following definition immediately after the definition for the word “Auditor”:

“Business Day” shall mean a day (other than a Saturday or Sunday) on which banks are open for business in Hong Kong and Bermuda

(ii) By adding the following definition immediately after the definition for the word “the Chairman”:

“Class A Preference Share” shall mean convertible preference shares of par value HK\$0.01 each, the rights of which are set out in these Bye-Laws

“Class B Preference Share” shall mean convertible preference shares of par value HK\$0.01 each, the rights of which are set out in these Bye-Laws

“Clear Days” shall mean in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

(iii) By adding the following definition immediately after the definition for the words “competent regulatory authority”:

“Connected Person” shall have the meaning ascribed thereto in the rules of the stock exchange in the Relevant Territory and the word “connected” shall be construed accordingly

(iv) By adding the following definition immediately after the definition for the word “month”

“Investor” shall mean Right Day Holdings Limited, a company incorporated in the British Virgin Islands with limited liability, or the nominee of Right Day Holdings Limited

(v) By adding the following definition immediately after the definition for the words “Registration Office”:

“Resumption” shall mean the resumption of trading in the shares on the stock exchange in the Relevant Territory

(B) Bye-Law 8A

By inserting the following Bye-Law 8A after the existing Bye-Law 8:

“8A Notwithstanding other provisions of these Bye-Laws, the Class A Preference Shares shall confer on the registered holders thereof the following rights and privileges and be subject to the following rights, restrictions and provisions:

1) As regards rights of the Class A Preference Shares

- (i) The Class A Preference Shares have no maturity date and shall be non-redeemable.
- (ii) The holder of the Class A Preference Shares shall have the right to convert all or part of his holding of the Class A Preference Share(s) into ordinary share(s) at any time after the date of the Resumption.
- (iii) The right to convert shall be exercisable on the Business Date immediately following the date of surrender of the certificate in respect of the Class A Preference Shares and delivery of an effective conversion notice, which is a notice obtainable from the Company in such form as the Directors may from time to time specify, stating that a holder of the Class A Preference Shares wishes to exercise the conversion right in respect of one or more Class A Preference Share(s).
- (iv) One Class A Preference Share shall be convertible into one ordinary share.

- (v) The right of converting any Class A Preference Shares into the conversion number of ordinary shares shall be subject to the provisions of the Bye-Laws and statutes and to any other applicable fiscal or other laws or regulations. A holder of the Class A Preference Shares shall not convert any Class A Preference Shares if such conversion will result in less than 25% of the ordinary shares being held by the public.
- (vi) Each Class A Preference Share shall confer on the holder of the Class A Preference Shares a fixed cumulative dividend on an annual basis in arrears in preference to any dividend on the New Shares at the rate of 2% per annum on the aggregate par value of Class A Preference Shares then outstanding. Save as specified in the Bye-laws, there is no other right of the holders of the Class A Preference Share that is different from holders of ordinary shares.
- (vii) The conversion ratio will be adjusted under certain standard circumstances including share consolidations, share subdivisions, capitalisation issues, capital distributions, rights issues and issues of other securities for cash or otherwise.

2) As regards return on liquidation

On liquidation, Class A Preference Shares will rank parri passu with Class B Preference Shares and in priority to the ordinary shares of the Company as to a return of the nominal amount paid up on the Class A Preference Shares and thereafter pari passu with the ordinary shares on liquidation.

3) As regards voting

Class A Preference Shares shall not confer on the holders thereof the right to receive notice of, or to attend and vote at, a general meeting of the Company, unless a resolution is to be proposed at a general meeting for winding up the Company or a resolution is to be proposed which if passed, would vary or abrogate the rights or privileges of the holders of the Class A Preference Shares. To every such separate general meeting, the provisions of the Bye-Laws of the Company relating to general meetings shall mutatis mutandis apply.

4) As regards listing

No listing of the Class A Preference Shares will be sought on the stock exchange in the Relevant Territory or on any other stock exchange.

5) As regards transferability

Class A Preference Shares shall be subject to a call/put option in favour of the Investor. Class A Preference Share can only be freely transferred until one year from date of issue or date of exercise of the said put/call option, whichever is earlier subject to 14 days' notice. The Company will notify the stock exchange in the Relevant Territory for any dealings by the Connected Persons of the Company in the Class A Preference Shares from time to

time immediately upon the Company becoming aware of it. The provisions in the Bye-Laws of the Company in relation to transfer of ordinary shares shall, as far as the same are applicable, apply to the transfer of Class A Preference Shares.

6) As regards further participation

The Class A Preference Shares shall not carry any right to participate in profits or assets of the Company beyond such rights as are expressly set out in the terms of this Bye-Law.

7) As regards documents

While any of the Class A Preference Shares remains outstanding, the Company shall send to the holders of the Class A Preference Shares a copy of every document sent to the holders of ordinary shares of the Company at the same time as it is sent to such holders.”

(C) Bye-Law 8B

By inserting the following Bye-Law 8B after the new Bye-Law 8A:

“8B Notwithstanding other provisions of these Bye-Laws, the Class B Preference Shares shall confer on the registered holders thereof the following rights and privileges and be subject to the following rights, restrictions and provisions:

1) As regards rights of the Class B Preference Shares

- (i) Class B Preference Shares have no maturity date and shall be non-redeemable.
- (ii) The holder of the Class B Preference Shares shall have the right to convert all or part of his holding of the Class B Preference Share(s) into ordinary share(s) at any time from a date not earlier than one year from the date of the Resumption (or, if such date shall not be a Business Day on the immediately preceding Business Day) (but in no event after such Business Day).
- (iii) The right to convert shall be exercisable on the Business Day immediately following the date of surrender of the certificate in respect of the Class B Preference Shares and delivery of an effective conversion notice, which is a notice obtainable from the Company in such form as the Directors may from time to time specify, stating that a holder of the Class B Preference Shares wishes to exercise the conversion right in respect of one or more Class B Preference Share(s).
- (iv) One Class B Preference Share shall be convertible into one ordinary share.

- (v) The right of converting any Class B Preference Shares into the conversion number of ordinary shares shall be subject to the provisions of the Bye-Laws and statutes and to any other applicable fiscal or other laws or regulations. A holder of the Class B Preference Shares shall not convert any Class B Preference Shares if such conversion will result in less than 25% of the ordinary shares being held by the public.
- (vi) The Class B Preference Share shall not confer on the holder of the Class B Preference Shares the right to be paid out of the profits of the Company available for the dividend or distribution.
- (vii) The conversion ratio will be adjusted under certain standard circumstances including share consolidations, share subdivisions, capitalisation issues, capital distributions, rights issues and issues of other securities for cash or otherwise.

2) As regards return on liquidation

On liquidation, Class B Preference Shares will rank parri passu with Class A Preference Shares and in priority to the ordinary shares of the Company as to a return of the nominal amount paid up on the Class B Preference Shares and thereafter pari passu with the ordinary shares on liquidation.

3) As regards voting

Class B Preference Shares shall not confer on the holders thereof the right to receive notice of, or to attend and vote at, a general meeting of the Company, unless a resolution is to be proposed at a general meeting for winding up the Company or a resolution is to be proposed which if passed, would vary or abrogate the rights or privileges of the holders of the Class B Preference Shares. To every such separate general meeting, the provisions of the Bye-Laws of the Company relating to general meetings shall mutatis mutandis apply.

4) As regards listing

No listing of the Class B Preference Shares will be sought on the stock exchange in the Relevant Territory or on any other stock exchange.

5) As regards transferability

Class B Preference Shares shall not be transferable and cannot be assigned to any third party.

6) As regards further participation

Class B Preference Shares shall not carry any right to participate in profits or assets of the Company beyond such rights as are expressly set out in this Bye-Law.

7) As regards documents

While any of the Class B Preference Shares remains outstanding, the Company shall send to the holders of the Class B Preference Shares a copy of every document sent to the holders of ordinary shares of the Company at the same time as it is sent to such holders.”

(D) Bye-Law 1(C)

By deleting the existing Bye-Law 1(C) and substituting therewith the following:

“1(C) A resolution shall be a Special Resolution when it has been passed by a majority of not less than three-fourth of the votes cast by such shareholders as, being entitled so to do, vote in person or by a duly authorized representative or, where proxies are allowed, by proxy at a general meeting of which notice has been duly given in accordance with Bye-Law 63 specifying (without prejudice to the power contained in these presents to amend the same) the intention to propose the resolution as a Special Resolution.”

(E) Bye-Law 1(D)

By deleting the existing Bye-Law 1(D) and substituting therewith the following:

“1(D) A resolution shall be an Ordinary Resolution when it has been passed by a simple majority of the votes cast by such Shareholders as, being entitled so to do, vote in person or, by a duly authorized representative or, where proxies are allowed, by proxy at a general meeting held in accordance with these presents and of which notice has been duly given in accordance with Bye-Law 63.”

(F) Bye-Law 63

By deleting the existing Bye-Law 63 and substituting therewith the following:

“63 An annual general meeting (whether for the passing of a Special Resolution and/or an Ordinary Resolution) shall be called by notice in writing of not less than 21 Clear Days and not less than 20 Business Days and a special general meeting called for the passing of a Special Resolution shall be called by notice in writing of not less than 21 Clear Days and not less than 10 Business Days. A meeting of the Company (other than an annual general meeting or a special general meeting for the passing of a Special Resolution) shall be called by notice in writing of not less than 14 Clear Days and not less than 10 Business Days. The notice shall specify the place, the day, the hour and the agenda of the meeting and particulars of the resolutions to be considered at that meeting and in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Bye-Laws,

entitled to receive such notices from the Company, provided that, subject to the provisions of the Companies Act and if permitted by the rules of the stock exchange in the Relevant Territory, a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in this Bye-Law be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the shareholders entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the shareholders having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving that right.”;

(G) Bye-Law 70

By deleting the existing Bye-Law 70 and substituting therewith the following:

“70 At any general meeting a resolution put to the vote of the meeting shall be decided on a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was required.”

(H) Bye-Law 71

By deleting the existing the Bye-Law 71 and substituting therewith the following:

“71 Subject to Bye-Law 72, a poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting directs.”

(I) Bye-Law 72

By deleting the existing Bye-Law 72 and substituting therewith the following:

“72 Any poll to be taken on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.”;

(J) Bye-Law 73

By deleting the existing Bye-Law 73 and substituting therewith the following:

“73 In the case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote, the Chairman shall determine the same, and such determination shall be final and conclusive.”

(K) Bye-Law 74

By deleting the existing Bye-Law 74 in its entirety.

(L) Bye-Law 76

By deleting the existing Bye-Law 76 and substituting therewith the following:

“76 Subject to any special rights, privileges or restrictions as to voting for the time being attached to any class or classes of shares, at any general meeting on a poll every shareholder who is present in person or by a duly authorised corporate representative or by proxy, shall have one vote for every share of which he is the holder which is fully paid or credited as fully paid (but so that no amount paid or credited as paid up on a share in advance of calls or instalments shall be treated for the purposes of this Bye-Law as paid up on the share). On a poll a shareholder entitled to more than one vote need not use all his votes or cast all his votes in the same way.”;

(N) Bye-Law 79

By deleting the existing Bye-Law 79 and substituting therewith the following:

“79 A shareholder of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy may vote by his committee or receiver, or other person in the nature of a committee or receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered to such place or one of such places (if any) as is specified in accordance with these Bye-Laws for the deposit of instruments of proxy or, if no place is specified, at the Registration Office, not later than the latest time at which an instrument of proxy must, if it is to be valid for the meeting, be delivered.”

(O) Bye-Law 81

By deleting the existing the Bye-Law 81 and substituting therewith the following:

“81 Any shareholder of the Company entitled to attend and vote at a meeting of the Company or a meeting of the holders of any class of shares in the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. Votes may be given either personally or by duly authorized corporate representative or by proxy. A proxy need not be a shareholder. A shareholder who is the holder of two or more shares may appoint more than one proxy to attend on the same occasion. In addition, a proxy or proxies representing either an individual shareholder or a shareholder which is a corporation, shall be entitled to exercise the same powers on behalf of the shareholder which he or they represent as such shareholder could exercise.”;

(P) Bye-Law 83

By deleting the existing the Bye-Law 83 and substituting therewith the following:

“83 The instrument appointing a 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 shall be deposited at such place or one of such places (if any) as is specified in the notice of meeting or in the instrument of proxy issued by the Company (or, if no place is specified, at the Registration Office) not less than forty-eight hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution, except at an adjourned meeting or on a poll required to be taken or an adjourned meeting in a case where the meeting was originally held within twelve months from such date. Delivery of an instrument appointing a proxy shall not preclude a shareholder from attending and voting in person at the meeting or upon the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.”

(Q) Bye-Law 85

By deleting the existing Bye-Law 85 and substituting therewith the following:

“85 The instrument appointing a proxy to vote at a general meeting shall: (i) be deemed to confer authority upon the proxy to vote on any resolution (or amendment thereto) put to the meeting for which it is given as the proxy thinks fit. Provided that any form issued to a shareholder for use by him for appointing a proxy to attend and vote at a special general meeting or at an annual general meeting at which any business is to be transacted shall be such as to enable the shareholder, according to his intentions, to instruct the proxy to vote in favour of or against (or, in default of instructions, to exercise his discretion in respect of) each resolution dealing with any such business; and (ii) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.”

(R) By deleting the existing Bye-Law 99 and substituting therewith the following:

“99 Notwithstanding any other provisions in the Bye-Laws, at each annual general meeting one-third of the Directors for the time being (or, if their number is not a multiple of three (3), the number nearest to but not less than one-third) shall retire from office by rotation provided that every Director shall be subject to retirement at least once every three years. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day shall (unless they otherwise agree between themselves) be determined by lot. The retiring Directors shall be eligible for re-election. The Company at any general meeting at which any Directors retire may fill the vacated offices.”

(S) Bye-Law 175A

By inserting the following new Bye-Law 175A after the existing Bye-Law 175:

“175A The provisions in Bye-Laws 176 to 177 shall be subject to the provisions set out in Bye-Laws 8A and 8B.”

CAPITAL RESTRUCTURING OF THE COMPANY

2. **“THAT**, conditional upon the passing of resolution numbered 1 of this notice of SGM and upon the completion of the Restructuring Agreement (as defined in resolution numbered 4 of this notice of SGM):
- (a) the par value of each issued and unissued share in the authorised share capital of the Company be reduced from HK\$0.01 to HK\$0.00125 such that the authorised share capital of the Company shall be reduced from HK\$1,600,000,000 divided into 160,000,000,000 shares of par value HK\$0.01 to HK\$200,000,000 divided into 160,000,000,000 shares of par value HK\$0.00125 each (**“Shares”**) and the issued share capital of the Company shall be reduced by HK\$22,159,751.98 from HK\$25,325,430.83 to HK\$3,165,678.85 (the reduction in authorised share capital and reduction in issued share capital collectively herein referred to as the **“Capital Reduction”**);
 - (b) immediately upon the Capital Reduction becoming effective, every eight issued and unissued Share in the authorised share capital of the Company shall be consolidated (**“Capital Consolidation”**) into one share of par value HK\$0.01 each (**“New Share”**) and any fractions of a New Share arising as a result of the Capital Consolidation shall not be issued to holders of the New Share who would otherwise be entitled thereto but instead such fractions shall be aggregated and sold for the benefit of the Company;
 - (c) immediately upon the Capital Consolidation becoming effective, the authorised share capital of the Company shall be increased from HK\$200,000,000 divided into 20,000,000,000 New Shares to HK\$1,600,000,000 divided into 150,000,000,000 New Shares and 10,000,000,000 preference shares of par value HK\$0.01 each (**“Preference Shares”**) by the creation of 130,000,000,000 New Shares and 10,000,000,000 Preference Shares, of which 5,000,000,000 Preference Shares shall be designated as class A preference shares (**“Class A Preference Shares”**) and 5,000,000,000 Preference Shares shall be designated as class B preference shares (**“Class B Preference Shares”**), such Class A Preference Shares and Class B Preference Shares having the rights, privileges and restrictions as contained in the Bye-Laws of the Company (as amended upon resolution numbered 1 of this notice becoming effective);
 - (d) HK\$163,532,000, being the entire amount standing to the credit of the share premium account of the Company as at 31 December 2010 be reduced in its entirety (**“Reduction of Share Premium”**);

- (e) the credit arising from the Reduction of Share Premium of HK\$22,160,000 shall be credited to the contributed surplus account of the Company and the said amount, together with an amount of HK\$163,532,000 standing to the credit of the contributed surplus account of the Company as at 31 December 2010, be applied in full to set off part of the Company's accumulated losses as at 31 December 2010 of HK\$412,239,000; and
- (f) the directors of the Company ("**Directors**") be and are hereby authorised to do all things they consider necessary, expedient and appropriate to effect and implement the transactions contemplated by this resolution (such transactions collectively the "**Capital Restructuring**"), including, inter alia, the Capital Reduction, the Capital Consolidation, the increase in authorised share capital, the Reduction of Share Premium and the set off of the Company's accumulated losses."

ORDINARY RESOLUTIONS

To consider and, if thought fit, pass with or without modifications the following resolutions as ordinary resolutions of the Company:—

CHANGE IN BOARD LOT

- 3. "**THAT**, condition upon (i) the Capital Reduction, the Share Consolidation, the Capital Change, the Reduction of Share Premium and the authorized share capital increase referred in resolution numbered 2 set out in this Notice becoming effective, the board lot size of the existing Shares of HK\$0.01 each be changed from 4,000 shares such that the New Shares be traded in board lots of 20,000 shares of HK\$0.01 each."

IMPLEMENTATION OF THE COMPANY'S RESUMPTION PROPOSAL

- 4. "**THAT**, conditional upon (i) the proposed scheme of arrangement to be effected under section 166 (the "**Scheme**") of the Companies Ordinance, Chapter 32 (the "**Companies Ordinance**") of the Laws of Hong Kong being sanctioned by the High Court of Hong Kong; and (ii) passing of the resolutions numbered 2, 3, 5 to 12 set out in this Notice,
 - (a) the entry by the Company into the restructuring agreement dated 19 December 2008 (as amended by an addendum dated 14 January 2009, letters of confirmations dated 23 December 2009 and 24 December 2010 respectively and supplemental agreements dated 28 February 2011, 6 April 2011 and 16 June 2011 respectively) entered into by and between the Company and Right Day Holdings Limited (the "**Investor**") in respect of the restructuring of the Company (the "**Restructuring Agreement**", a copy of which has been produced to the SGM marked "A" and signed by the chairman of the SGM for identification purposes) and the transactions contemplated thereunder and the performance thereof by the Company, be and are hereby approved, confirmed and ratified; and

- (b) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to sign, execute, perfect, deliver and do (including under seal) all such documents, deeds, acts, matters and things deemed by him/them to be incidental to, ancillary to or in connection with matters which may be necessary or desirable for the purpose of giving effect to or implementing any of the foregoing.”

INVESTOR SHARE ALLOCATION

- 5. “**THAT**, conditional upon (i) the Capital Restructuring becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting its approval to the listing of, and permission to deal in the New Shares that fall to be issued under the Investor Share Allocation (as defined below):
 - (a) the allotment and issue of 1,000,000,000 New Shares (the “**Investor Share Allocation**”) representing an aggregate nominal value of HK\$10,000,000 to the Investor, pursuant to the terms of the Restructuring Agreement be and is hereby approved;
 - (b) the New Shares pursuant to the Investor Share Allocation shall rank pari passu with each other in all respects and with the issued New Shares in the capital of the Company on the date of their issue and allotment; and
 - (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to sign, execute, perfect, deliver and do (including under seal) all such documents, deeds, acts, matters and things deemed by him/them to be incidental to, ancillary to or in connection with matters which may be necessary or desirable for the purpose of giving effect to or implementing any of the foregoing.”

CREDITOR SHARE ALLOCATION

- 6. “**THAT**, conditional upon (i) the Capital Restructuring becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of the Stock Exchange granting its approval to the listing of, and permission to deal in the underlying New Shares that fall to be issued under the Creditor Share Allocation (as defined below):
 - (a) the allotment and issue of 1,380,000,000 Class A Preference Shares of the Company (the “**Creditor Share Allocation**”), which will be subject to the Put Options and Call Options (as defined in the document of the Company to its shareholders dated 30 November 2011 (the “**Document**”), a copy of which has been produced to the SGM marked “**B**” signed by the chairman of the SGM for identification purposes) at an aggregate nominal value of HK\$13,800,000, to the scheme administrators of the Scheme, pursuant to the terms of the Scheme and the allotment and issuance of the New Shares upon conversion of the Class A Preferences Shares be and are hereby approved;

- (b) the New Shares that fall to be issued upon the conversion of the Class A Preference Shares issued pursuant to the Creditor Share Allocation shall rank pari passu with each other in all respects and with the issued New Shares in the capital of the Company on the date of their issue and allotment; and
- (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to sign, execute, perfect, deliver and do all such documents, deeds, acts, matters and things deemed by him/them to be incidental to, ancillary to or in connection with matters which may be necessary or desirable for the purpose of giving effect to or implementing any of the foregoing provided that where the seal is required to be affixed, it be affixed in accordance with the Bye-Laws.”

CONSIDERATION SHARES

- 7. “**THAT**, conditional upon (i) the Capital Restructuring becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of the Stock Exchange granting its approval to the listing of, and permission to deal in the Consideration Shares (as defined below) that fall to be issued:
 - (a) the allotment and issue of 4,000,000 New Shares of the Company to Quam Capital Limited or its nominee (the “**Consideration Shares**”), pursuant to the terms of the Restructuring Agreement be and is hereby approved;
 - (b) the Consideration Shares shall rank pari passu with each other in all respects and with the issued New Shares in the capital of the Company on the date of their issue and allotment; and
 - (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to sign, execute, perfect, deliver and do (including under seal) all such documents, deeds, acts, matters and things deemed by him/them to be incidental to, ancillary to or in connection with matters which may be necessary or desirable for the purpose of giving effect to or implementing any of the foregoing.”

THE VERY SUBSTANTIAL ACQUISITIONS

- 8. “**THAT** conditional upon (i) the Capital Reduction, the Share Consolidation, the Capital Change, the Reduction of Share Premium and the authorised share capital increase referred in resolution numbered 2 set out in this Notice becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of the Stock Exchange granting its approval to the listing of, and permission to deal in the underlying New Shares that fall to be issued under the Class B Preference Shares;
 - (a) the sale and purchase agreement dated 23 December 2009 (the “**Acquisition Agreement 1**”) and the letter of confirmation dated 30 June 2011 (the “**Letter of Confirmation 1**”) entered into between Mr. Pang Yeuk Pang as vendor (the “**Vendor 1**”) and the Company as purchaser regarding the acquisition of the entire issued share capital in Natural Farm Limited for a total

consideration of HK\$48,750,000 (copies of which have been produced to the SGM marked “C” and “D” respectively signed by the chairman of the SGM for identification purposes) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and

- (b) the issue of the Class B Preference Shares in the principal amount of HK\$33,750,000 by the Company to the Vendor 1 or its nominee(s) pursuant to the terms and conditions of the Acquisition Agreement 1 be and is hereby approved;
 - (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to be and is/are hereby authorised to implement and take all steps and do all acts and things and execute all such documents (including under seal) which he/she/they consider necessary or expedient to give effect to the Acquisition Agreement 1, the Letter of Confirmation 1 and the transactions contemplated thereunder including but not limited to the issue of the Class B Preference Shares, the allotment and issue of the New Shares which may fall to be issued upon the exercise of the conversion rights attaching to the Class B Preference Shares.”
9. “**THAT** conditional upon (i) the Capital Reduction, the Share Consolidation, the Capital Change, the Reduction of Share Premium and the authorised share capital increase referred in resolution numbered 2 set out in this Notice becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of the Stock Exchange granting its approval to the listing of, and permission to deal in the underlying New Shares that fall to be issued under the Class B Preference Shares;
- (a) the sale and purchase agreement dated 23 December 2009 (the “**Acquisition Agreement 2**”) and the letter of confirmation dated 30 June 2011 (the “**Letter of Confirmation 2**”) entered into between Mr. Chu Yuet Chung and Ms. Chu Wai Fong as vendors (the “**Vendors 2**”) and the Company as purchaser regarding the acquisition of the entire issued share capital in Polygold Food Limited for a total consideration of HK\$16,250,000 (copies of which have been produced to the SGM marked “E” and “F” respectively signed by the chairman of the SGM for identification purposes) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
 - (b) the issue of the Class B Preference Shares in the principal amount of HK\$11,250,000 by the Company to the Vendors 2 or its nominee(s) pursuant to the terms and conditions of the Acquisition Agreement 2 be and is hereby approved;
 - (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to be and is/are hereby authorised to implement and take all steps and do all acts and things and execute all such documents (including under seal) which he/she/they consider necessary or expedient to give effect to the Acquisition Agreement 2, the Letter of Confirmation 2 and the transactions contemplated thereunder including but not limited to the issue of the Class B Preference Shares, the allotment and issue of the New Shares which may fall to be issued upon the exercise of the conversion rights attaching to the Class B Preference Shares.”

10. **“THAT** conditional upon (i) the Capital Reduction, the Share Consolidation, the Capital Change, the Reduction of Share Premium and the authorised share capital increase referred in resolutions numbered 2 set out in this Notice becoming effective; (ii) the passing of the resolution numbered 4 set out in this Notice; and (iii) the Listing Committee of the Stock Exchange granting its approval to the listing of, and permission to deal in the underlying New Shares that fall to be issued under the Class B Preference Shares;
- (a) the sale and purchase agreement dated 2 August 2010 (the **“Acquisition Agreement 3”**) and the supplemental agreement dated 22 August 2011 (the **“Supplemental Agreement”**) entered into between Mr. Ngai Wai Shing as vendor (the **“Vendor 3”**), Mr. Yang Jianzun as vendor’s guarantor and Trade Soar Limited, an indirect wholly-owned subsidiary of the Company, as purchaser regarding the acquisition of the entire issued share capital in Modern Excellence Limited for a total consideration of HK\$143,000,000 (copies of which have been produced to the SGM marked **“G”** and **“H”** respectively signed by the chairman of the SGM for identification purposes) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
 - (b) the issue of the Class B Preference Shares in the principal amount of HK\$107,250,000 by the Company to the Vendor 3 or its nominee(s) pursuant to the terms and conditions of the Acquisition Agreement 3 be and is hereby approved;
 - (c) any one or more Directors be and is/are hereby authorized for and on behalf of the Company to be and is/are hereby authorised to implement and take all steps and do all acts and things and execute all such documents (including under seal) which he/she/they consider necessary or expedient to give effect to the Acquisition Agreement 3, the Supplemental Agreement and the transactions contemplated thereunder including but not limited to the issue of the Class B Preference Shares, the allotment and issue of the New Shares which may fall to be issued upon the exercise of the conversion rights attaching to the Class B Preference Shares.”

WHITEWASH WAIVER

11. **“THAT** the waiver (the **“Whitewash Waiver”**) granted or to be granted by the Executive Director of the Corporate Finance Division (the **“Executive”**) of the Securities and Futures Commission of Hong Kong (the **“SFC”**) pursuant to Note 1 on dispensations from Rule 26 of the Hong Kong Code on Takeovers and Mergers waiving any obligation on the part of the Investor and parties acting in concert with it, to make a general offer for all the shares of the Company not already owned by it or agreed to be acquired upon completion of the Restructuring Agreement, be and is hereby approved and the Directors be and are hereby authorised to do all such things and take all such action as they may consider to be necessary or desirable to give effect to any of the matters relating to, or incidental to, the Whitewash Waiver.”

SPECIAL DEALS CONSENT

12. “**THAT** the consent (the “**Special Deals Consent**”) granted or to be granted by the Executive consent to the Special Deals (as defined in the Document) and the satisfaction of any condition attached to such consent given by the Executive, be and is hereby approved.”

APPOINTMENT OF DIRECTORS

13. “**THAT** upon the completion of the Restructuring Agreement,
- (a) Dr. Hui Ho Ming, Herbert, J.P. be appointed as an executive Director of the Company and the board of directors of the Company (the “**Board**”) be authorized to fix his remuneration;
 - (b) Mr. Shi Langjiang be appointed as an executive Director of the Company and the Board be authorized to fix his remuneration;
 - (c) Mr. Chu Yuet Chung be appointed as an executive Director of the Company and the Board be authorized to fix his remuneration;
 - (d) Mr. Yang Jianzun be appointed as an executive Director of the Company and the Board be authorized to fix his remuneration;
 - (e) Mr. Tommy Yu Yan Cheung, J.P. be appointed as an independent non-executive Director of the Company and the Board be authorized to fix his remuneration;
 - (f) Ms. Estella Yi Kum Ng be appointed as an independent non-executive Director of the Company and the Board be authorized to fix his remuneration; and
 - (g) Professor Japhet Sebastian Law be appointed as an independent non-executive Director of the Company and the Board be authorized to fix his remuneration.

By Order of the board of
EverFortune International Holdings Limited
JI Kewei
Deputy Chairman and Chief Executive Officer

Hong Kong, 30 November 2011

Head office and principal place of business in Hong Kong:
Room 2109, China Resources Building
26 Harbour Road, Wanchai
Hong Kong

Notes:

1. A shareholder of the Company entitled to attend and vote at the meeting may appoint another person as his proxy to attend and vote on his behalf and a shareholder who holds two or more shares may appoint more than one proxy to attend on the same occasion. On a poll, votes may be given either personally (or in the case of a shareholder being a corporation, by its duly authorized representative) or by proxy. A proxy need not be a shareholder of the Company.
2. Where there are joint registered holders of any share, any one of such persons may vote at the meeting, 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 are present at the meeting 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. In order to be valid, the form of proxy together with 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 branch share registrars of the Company in Hong Kong, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the meeting or any adjournment thereof.
4. Completion and return of the form of proxy will not preclude shareholders from attending and voting in person at the meeting if shareholders so wish.

As at the date of this announcement, the Board comprises seven Directors, including five executive Directors, namely Mr. Zhou Wenjun (Chairman), Mr. Ji Kewei (Deputy Chairman and Chief Executive Officer), Mr. Ding Jiangyong, Mr. Dai Jun (Vice President) and Mr. Sun Kejun (Vice President) and two independent non-executive Directors, namely Mr. So Hoi Pan and Mr. Zhao Wen.

** For identification purpose only*