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HSIN CHONG CONSTRUCTION GROUP LTD.

新昌營造集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 00404)

NOTICE OF THE SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT the special general meeting (the “**Meeting**”) of Hsin Chong Construction Group Ltd. (the “**Company**”) will be held at 2nd Floor, Hsin Chong Center, 107-109 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong on Wednesday, 19 October 2011 at 9:30 a.m. for the purposes of considering and, if thought fit, passing, with or without amendments, the following resolutions as the ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. **“THAT**

- (a) the acquisition agreement (the “**TL Acquisition 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 27 July 2011 entered into among Perfect Mark Investments Limited (“**Perfect Mark**”), a wholly owned subsidiary of the Company, as purchaser, Neo Summit Limited (“**Neo Summit**”) as vendor, the Company as purchaser’s guarantor and Mr. Wong Ying-wai (“**Mr. Wong**”) and Ms. Ma Kwing, Pony as vendor’s guarantors in relation to the sale and purchase of the entire issued share capital of Rosy China Investments Limited and Sorano Investments Limited at an aggregate consideration of HK\$1,828,000,000, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

* *for identification purposes only*

- (b) the allotment and issue by the Company of 143,000,000 new ordinary shares (each, a “**TL Consideration Share**”) of HK\$0.1 each in the share capital of the Company (the “**Shares**” and each, a “**Share**”) credited as fully paid at an issue price of HK\$1.53 per TL Consideration Share to Neo Summit pursuant to the terms and conditions of the TL Acquisition Agreement be and is hereby approved;
- (c) the issue by the Company of a senior loan note in an aggregate principal amount of HK\$500,000,000 (the “**Senior Loan Note**”) to Neo Summit pursuant to the terms and conditions of the TL Acquisition Agreement be and is hereby approved;
- (d) the issue by the Company of the convertible bonds (the “**TL Convertible Bonds**”) to Neo Summit in the principal amount of HK\$759,210,000 pursuant to the terms and conditions of the TL Acquisition Agreement be and is hereby approved and any one or more of the directors of the Company (the “**Directors**”) be and is/are hereby authorised to take all steps necessary or expedient in his/her/their opinion to implement and/or give effect to the issue of the TL Convertible Bonds including but not limited to the allotment and issue of Shares which may fall to be issued upon the exercise of the conversion rights attached to the TL Convertible Bonds; and
- (e) any one or more of the Directors be and is/are hereby authorised to take all steps necessary or expedient in his/her/their opinion to implement and/or give effect to the TL Acquisition Agreement and the transactions contemplated thereunder.”

2. “**THAT**

- (a) the acquisition agreement (the “**GQC Acquisition 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 27 July 2011 entered into among Perfect Mark as purchaser, Neo Summit as vendor, the Company as purchaser’s guarantor and Mr. Wong and Ms. Ma Kwing, Pony as vendor’s guarantors in relation to the sale and purchase of the entire issued share capital of Best Elect Investments Limited, Market Elite Investments Limited and Noble Empire Investments Limited at an aggregate consideration of HK\$1,420,000,000, and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) the allotment and issue by the Company of no more than 405,228,758 new Shares (each, a **“GQC Consideration Share”**) credited as fully paid at a per GQC Consideration Share issue price of the higher of (I) HK\$1.53; or (II) the issue price of the new Shares to be allotted and issued, for the purpose of fund raising to be conducted by the Company, to Neo Summit pursuant to the terms and conditions of the GQC Acquisition Agreement be and is hereby approved; and
- (c) any one or more of the Directors be and is/are hereby authorised to take all steps necessary or expedient in his/her/their opinion to implement and/or give effect to the GQC Acquisition Agreement and the transactions contemplated thereunder.”

3. **“THAT**

- (a) the acquisition agreement (the **“PSHK Acquisition 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 27 July 2011 entered into among Perfect Mark as purchaser, Pinnacle State Group Limited (**“PSG”**) as vendor, the Company as purchaser’s guarantor and Mr. Wong as vendor’s guarantor in relation to the sale and purchase of the entire issued share capital of PS Hong Kong Limited (**“PSHK”**) at an aggregate consideration of HK\$19,500,000 and the settlement of all shareholder’s loan and all amounts due to Mr. Wong by Perfect Mark by procuring PSHK to repay the same, by way of a loan from Perfect Mark to PSHK and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) any one or more of the Directors be and is/are hereby authorised to take all steps necessary or expedient in his/her/their opinion to implement and/or give effect to the PSHK Acquisition Agreement and the transactions contemplated thereunder.”

4. **“THAT**

- (a) the authorised share capital of the Company be and is hereby increased from HK\$100,000,000 divided into 1,000,000,000 shares of HK\$0.1 each in the share capital of the Company to HK\$500,000,000 divided into 5,000,000,000 Shares by the creation of an additional 4,000,000,000 new shares of HK\$0.1 each in the share capital of the Company (the **“Proposed Increase in Authorised Share Capital”**); and
- (b) any one or more of the Directors be and is/are hereby authorised for and on behalf of the Company to execute all such documents, instruments and agreements and to do all such acts or things deemed by him/her/them to be incidental to, ancillary to or in connection with the matters contemplated in and for the completion of the Proposed Increase in Authorised Share Capital.”

5. **“THAT**

(a) subject to the completion of the transactions contemplated under the TL Acquisition Agreement, the exercise by the Directors during the Relevant Period (as defined below) of all powers of the Company to allot, issue and deal with not more than 1,900,000,000 new Shares or to issue or grant securities convertible into such Shares, options, warrants or similar rights to subscribe for such Shares (the **“Specific Mandate”**), which might require the exercise of such powers, at an issue price (the **“Issue Price”**) with a discount of not more than 20% of the higher of:

(i) the closing price of the Shares as quoted on The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) on the date of the placing agreement or other agreement involving the proposed issue of securities under the Specific Mandate; and

(ii) the average of the closing prices of the Shares as quoted on the Stock Exchange in the five trading days immediately prior to the earlier of:

(aa) the date of announcement of the placing or the proposed transaction or arrangement involving the proposed issue of securities under the Specific Mandate;

(bb) the date of the placing agreement or other agreement involving the proposed issue of securities under the Specific Mandate; or

(cc) the date on which the Issue Price is fixed,

be and is hereby approved;

- (b) the Directors be and are hereby authorised to make or grant offers and agreements in relation to the Specific Mandate; and
- (c) for the purposes of this resolution, “**Relevant Period**” means the period from the passing of this resolution up to the earlier of: (i) 30 April 2012; or (ii) the revocation or variation of the authority given under this resolution by ordinary resolution(s) of the shareholders of the Company other than Mr. Wong and his associates in a general meeting.”

By order of the Board of
Hsin Chong Construction Group Ltd.
Barry John BUTTIFANT
Executive Director

Hong Kong, 30 September 2011

This announcement is available for reviewing on the Stock Exchange’s website: <http://www.hkex.com.hk> and the Company’s website: <http://www.hsinchong.com>

As at the date of this announcement, the Board comprises Dr. Kenneth CHU Ting-kin as non-executive chairman; Mr. Wilfred WONG Ying-wai (executive deputy chairman), Mr. Edmund LEUNG Kwong-ho (managing director), Dr. Catherine CHU and Mr. Barry John BUTTIFANT as executive directors; and Hon. Jeffrey LAM Kin-fung, Hon. Abraham SHEK Lai-him and Mr. Alexander MAK Kwai-wing as independent non-executive directors.