

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, 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 announcement.

This announcement is for information purpose only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of the Company.



東方銀座控股
Oriental Ginza Holdings

Oriental Ginza Holdings Limited

東方銀座控股有限公司

(Incorporated in Bermuda with limited liability)

(Stock Code: 00996)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of the shareholders of Oriental Ginza Holdings Limited (the “**Company**”) will be held at 11:00 a.m. on 9 December 2011 at Suites 903B-05, 9/F, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong for the purposes of considering and, if thought fit, passing, with or without modifications, the following resolution of the Company:

ORDINARY RESOLUTION

To consider and if thought fit, pass the following resolution as an Ordinary Resolution:

1 “**THAT**

1.1 INCREASE IN AUTHORISED SHARE CAPITAL

1.1.1 the authorized share capital of the Company be increased from HK\$1,000,000,000 divided into 5,000,000,000 shares of HK\$0.20 each (“**Shares**”) to HK\$3,000,000,000 divided into 15,000,000,000 Shares by the creation of 10,000,000,000 Shares and that any one director of the Company (each a “**Director**”) is hereby authorized generally to do all things he/she in his or her sole and absolute discretion deems necessary and appropriate to effect and implement the same;

1.2 PLACING OF NEW SHARES UNDER SPECIFIC MANDATE

1.2.1 a conditional placing agreement dated 19 October 2011 (the “**Placing Agreement**”) entered into between the Company and Chung Nam Securities Limited (the “**Placing Agent**”) in relation to the placing of up to 2,200,000,000 new Shares (the “**Placing Shares**”) by the Placing Agent on a best effort basis pursuant to the terms and conditions of the Placing Agreement (the “**Placing**”) and the terms and conditions thereof be and are hereby approved, ratified and confirmed;

1.2.2 the allotment and issue by the Company pursuant to the Placing Agreement of the Placing Shares be and is hereby approved;

1.3 THE ACQUISITION

- 1.3.1 the sale and purchase agreement dated 23 September 2011 entered into among the Company, Mr. King Pak Fu (the “Vendor’s Guarantor”), Better Joint Venture Limited (the “Vendor”) and Easy Linkage Development Limited (the “Target”) in relation to the acquisition (the “Acquisition”) of 1 share of the Target of a par value of USD1.00 (equivalent to approximately HK\$7.8) each, representing the entire issued share capital of the Target (the “Sale Share”), and the Sale Loan (as defined below) by the Company pursuant to the terms and conditions thereof (the “Agreement”) and the terms and conditions thereof be and are hereby approved, confirmed and ratified;
- 1.3.2 the Acquisition by the Company on the terms set out in the Agreement be and is hereby approved;
- 1.3.3 the allotment and issue of the Consideration Shares (as defined below) by the Company to the Vendor and/or its nominee(s) on the terms set out in the Agreement be and is hereby approved;
- 1.3.4 the issue of the Convertible Notes (as defined below) to the Vendor and/or its nominee(s), on the terms as substantially set out in the agreed form as annexed to the Agreement, be and are hereby approved;
- 1.3.5 the allotment and issue by the Company of the Conversion Shares (as defined below) from time to time upon the exercise of the conversion rights under the Convertible Notes (as defined below) be and are hereby approved;
- 1.3.6 the issue by the Company of the promissory notes in the aggregate principal amount of HK\$1,100,000,000 of the Acquisition to the Vendor and/or its nominee(s), on the terms as substantially set out in the agreed form as annexed to the Agreement, be and are hereby approved;
- 1.3.7 all other transactions contemplated under the Agreement be and are hereby approved;

1.4 GENERAL

- 1.4.1 any one director of the Company be and is hereby authorised to do all such acts and things as he in his sole and absolute discretion deems necessary, desirable or expedient to implement, give effect to and/or complete the Placing Agreement; the Agreement and the transactions contemplated under any of such agreements and to agree to such variation, amendment or waiver to any of such agreements, including without limitation the allotment and issue of the Placing Shares and the Consideration Shares, the issue of the Convertible Notes, the allotment and issue of the Conversion Shares from time to time upon exercise of the conversion rights under the Convertible Notes, and, where required, any amendment of the terms of the Agreement and/or the Convertible Notes as required by, or for the purposes of obtaining the approval of, relevant authorities or to comply with all applicable laws, rules and regulations; and

1.5 DEFINITIONS

- 1.5.1 for the purpose of this resolution,

“Business Day” means a day (other than a Saturday) on which banks in Hong Kong are open to conduct business in Hong Kong generally throughout their normal business hours and Business Days shall be construed accordingly;

“Capital Injection” means the increase in the registered capital of Sea Carnival from RMB450,000,000 (equivalent to approximately HK\$540,000,000) at the date of the Agreement to RMB900,000,000 (equivalent to approximately HK\$1,080,000,000) in the amount of USD equivalent of RMB450,000,000 (equivalent to approximately HK\$540,000,000) to be contributed by Cheertex prior to completion of the Acquisition;

“Cheertex” means Cheertex Investment Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of the Target;

“Completion Date” means the third Business Day following the date on which the last of the conditions precedent (other than those specified for fulfilment on the Completion Date) as set out in the Agreement has been fulfilled or waived (as the case may be) or such other date as the parties to the Agreement may agree in writing on which the Agreement shall be completed;

“Consideration” means the consideration for the Sale Share and the Sale Loan of HK\$4,300 million payable by the Company to the Vendor;

“Consideration Shares” means, subject to adjustment, 1,300,578,034 new Shares to be issued by the Company to the Vendor and/or its nominee(s) at the Issue Price, the total issue price of which shall be equal to the Consideration Shares Amount as part of the Consideration and each a Consideration Share;

“Consideration Shares Amount” means HK\$450,000,000; provided in the event that the number of Shares held by the Vendor, the Vendor’s nominee(s) or any of them together with parties acting in concert with them would exceed 29.9% of all the issued Shares (or such number that would entitle them to exercise 29.9% of the voting rights of the Company) as a result of the issue and allotment of the Consideration Shares at the Issue Price, then (i) the Consideration Shares Amount shall be adjusted to a lower figure to the effect that subsequent to the issue and allotment of Consideration Shares at the Issue Price to the Vendor and/or its nominee(s), the total number of Shares held by the Vendor, the Vendor’s nominee(s) or any of them together with parties acting in concert with them would not exceed 29.9% of all the issued Shares (or such number that would entitle them to exercise up to only 29.9% of the voting rights of the Company); and (ii) the Convertible Notes Amount shall be increased by the shortfall arising from the adjustment of the Consideration Shares Amount to a lower figure;

“Convertible Notes” means the convertible notes to be issued by the Company as part of the Consideration upon completion of the Acquisition;

“Convertible Notes Amount” means HK\$1,500,000,000; provided in the event that the number of Shares held by the Vendor, the Vendor’s nominee(s) or any of them together with parties acting in concert with them would exceed 29.9% of all the issued Shares (or such number that would entitle them to exercise 29.9% of the voting rights of the Company) as a result of the issue and allotment of the Consideration Shares, at the Issue Price, then (i) the Consideration Shares Amount is adjusted to a lower figure to the effect that subsequent to the issue and allotment of Consideration Shares at the Issue Price to the Vendor and/or its nominee(s), the total number of Shares held by the Vendor, the Vendor’s nominee(s) or any of them together with parties acting in concert with them would not exceed 29.9% of all the issued Shares (or such number that would entitle them to exercise up to only 29.9% of the voting rights of the Company); and (ii) the Convertible Notes Amount shall be increased by the shortfall arising from the adjustment of the Consideration Shares Amount to a lower figure;

“Conversion Share(s)” means subject to adjustment, 4,335,260,115 new Shares which may fall to be issued upon conversion of the Convertible Notes at the initial Conversion Price;

“Conversion Price” means the initial conversion price of HK\$0.346 per Conversion Share for the Convertible Notes (subject to adjustment);

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Issue Price” means the issue price of HK\$0.346 per Consideration Share;

“PRC” means the People’s Republic of China excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;

“RMB” means Renminbi, the lawful currency of the PRC;

“Sale Loan” means the non-interest bearing shareholder’s loan owing by the Target to the Vendor as creditor as at the Completion Date, comprising (i) an amount of approximately USD14 million (equivalent to approximately HK\$109.2 million) as at the date of the Agreement; and (ii) RMB450,000,000 (equivalent to approximately HK\$540,000,000) to be advanced by the Vendor to the Target from the date of the Agreement to the Completion Date for the Capital Injection;

“Sea Carnival” means 海上嘉年華(青島)置業有限公司 (Sea Carnival (Qingdao) Advanced Property Development Company Limited (being an English translation of a Chinese name and is for identification purposes only. If there is any inconsistency between the Chinese name and the English translation, the Chinese version shall prevail)), a sino-foreign equity joint venture with limited liability established under the laws of the PRC on 21 April 2009; and

“USD” means United States dollar(s), the lawful currency of the United States of America.”

On behalf of the Board
Oriental Ginza Holdings Limited
Zhou Cheng Rong
Chairperson

Hong Kong, 23 November 2011

Notes:

1. Any member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint up to two proxy(ies) to attend and, subject to the provisions of the bye-laws of the Company, vote in his stead. A proxy need not be a member of the Company.
2. In order to be valid, the instrument appointing a proxy, 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 with the Company’s branch share registrar in Hong Kong, Tricor Standard Limited, at 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (as the case may be).
3. A form of proxy for use at the meeting is sent together with the circular. Completion and delivery of the form of proxy shall not preclude any member from attending and voting in person at the meeting.
4. 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 share shall alone be entitled to vote in respect thereof.
5. Voting for the above resolution shall be taken by poll.

The Board as of the date of this announcement comprises Mr. Zhou Cheng Rong, Mr. Xu Yi, Mr. Wu Hong Guang, Mr. Dai Peng and Mr. Hon Ming Sang as executive directors, Mr. Wang John Peter Ben as non-executive director and Mr. Chan Wai Yip Freeman, Mr. Ng Ka Chung Simon and Ms. Leung Po Ying Iris as independent non-executive directors.