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HERITAGE INTERNATIONAL HOLDINGS LIMITED

漢基控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 412)

NOTICE OF THE SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of Heritage International Holdings Limited (the “Company”) will be held at 30th Floor, China United Centre, No.28 Marble Road, North Point, Hong Kong on 28 June 2011 at 9:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modification, the following resolution of the Company which will be proposed as an ordinary resolution:

ORDINARY RESOLUTION

“THAT:

- (a) the conditional agreement (the “Conditional Agreement”) (a copy of which having been produced to the meeting marked “A” and signed by the chairman of the meeting for identification purposes) (including its schedules and exhibit) dated 4 May 2011 entered into between Power Global Limited (“Power Global”) as vendor, the Company as guarantor of Power Global, Nation Wealth Holdings Limited (the “Purchaser”) as purchaser and Dragonite International Limited as guarantor of the Purchaser pursuant to which, inter alia, (i) Power Global has agreed to sell and the Purchaser has agreed to purchase the entire issued share capital of Central Town Limited (“Central Town”) together with any outstanding shareholder loan(s) advanced by the Company and its subsidiaries (excluding Central Town and Central Town’s subsidiaries) to Central Town and Central Town’s subsidiaries as at the date of completion of the Conditional Agreement for a cash consideration of HK\$117,000,000 and (ii) Power Global shall upon completion of the Conditional Agreement, enter into an options agreement (the “Options Agreement”) (a copy of the substantial form of it has been included in the Conditional Agreement as a schedule thereto) with the Purchaser pursuant to which

* *For identification purposes only*

Power Global shall grant to the Purchaser an option to purchase and the Purchaser shall grant to Power Global an option to sell the entire issued share capital of Apex Corporate Investments Limited (“Apex Corporate”) together with any outstanding shareholder loan(s) advanced by the Company and its subsidiaries (excluding Apex Corporate and HON Chinese Medicine Company Limited (“HON Chinese”)) to Apex Corporate and HON Chinese as at the date of completion of the Options Agreement upon and subject to the terms and conditions contained therein, and the transactions and agreements contemplated thereunder, be and are hereby approved, confirmed and ratified; and

- (b) the Directors of the Company be and are hereby authorised to sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the bye-laws of the Company) in connection with the Conditional Agreement and the Options Agreement, to make such non-material amendments and changes relating thereto and to do and take all such action, steps, deeds and things in such manner as they may deem necessary, desirable or appropriate to give effect to the Conditional Agreement and the Options Agreement and transactions and agreements contemplated thereunder.”

By order of the Board
Heritage International Holdings Limited
Chow Chi Wah, Vincent
Executive Director and Company Secretary

Hong Kong, 10 June 2011

Registered office:

Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal place of business in Hong Kong:

29/F., China United Centre
No.28 Marble Road
North Point
Hong Kong

Notes:

1. Any member of the Company entitled to attend and vote at the meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him. A proxy need not be a member of the Company.
2. Where there are joint registered holders of any share of the Company, 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 be present at the meeting personally or by proxy, that one of the said persons 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.
3. Completion and return of the form of proxy will not preclude a member from attending and voting at the above meeting or any adjournment thereof if he so wishes. In that event, his form of proxy will be deemed to have been revoked.
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 delivered to the principal place of business of the Company in Hong Kong at 29/F., China United Centre, No.28 Marble Road, North Point, Hong Kong as soon as possible and in any event not later than 48 hours before the time appointed for holding the meeting or any adjournment thereof.

As at the Date of this notice, the Company comprises the following Directors:

Executive Directors:

Dr. Kwong Kai Sing, Benny
Mr. Wong Chun Hung
Mr. Ong Peter
Ms. Poon Chi Wan
Mr. Chow Chi Wah, Vincent

Independent non-executive Directors:

Mr. Chan Sze Hung
Mr. To Shing Chuen
Mr. Ha Kee Choy, Eugene
Mr. Chung Yuk Lun
Mr. Lo Wong Fung