

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

**If you are in any doubt** as to any aspect of this circular or as to the action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

**If you have sold or transferred** all your shares in Evergreen International Holdings Limited (the “Company”), you should at once hand this circular and the accompanying form of proxy to the purchaser or the transferee, or to the stockbroker, other registered dealer in securities, the bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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**EVERGREEN INTERNATIONAL HOLDINGS LIMITED**

**長興國際(集團)控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 238)**

**ADOPTION OF NEW SHARE OPTION SCHEME  
TERMINATION OF EXISTING SHARE OPTION SCHEME  
AND  
NOTICE OF EXTRAORDINARY GENERAL MEETING**

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A notice convening the extraordinary general meeting (“EGM”) of the Company to be held at The Garden Rooms, 2nd Floor, The Royal Garden, 69 Mody Road, Tsimshatsui East, Kowloon, Hong Kong on Monday, 6 January 2014 at 11:00 a.m. is set out on pages 21 and 22 of this circular. A form of proxy for appointing proxy to attend the EGM is enclosed with this circular. Such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited ([www.hkexnews.hk](http://www.hkexnews.hk)) and of the Company ([www.evergreen-intl.com](http://www.evergreen-intl.com)).

Whether or not you are able to attend the EGM, please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to the Company’s Hong Kong share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong as soon as possible and in any event not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and return of the form of proxy shall not preclude you from attending and voting in person at the EGM or any adjourned meeting thereof if you so wish, in which case the form of proxy shall be deemed to be revoked.

17 December 2013

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## DEFINITIONS

*In this circular, the following expressions have the following meanings unless the context requires otherwise:*

“Adoption Date”	the date on which the New Share Option Scheme is adopted by a resolution of the Company
“Articles of Association”	the articles of association of the Company (as amended from time to time)
“Associated Companies”	companies in which the Company, whether by itself and/or through its Subsidiary or Subsidiaries, owns or controls 20% or more of their voting rights and/or issued share capital
“Board”	the board of Directors
“Business Associate(s)”	(i) any advisor or consultant (in the areas of legal, technical, financial or corporate managerial) to each member of the Group; (ii) any provider of goods and/or services to the Group; or (iii) any other person who, at the sole determination of the Board, has contributed to the Group (the assessment criteria of which are (a) such person’s contribution to the development and performance of the Group; (b) the quality of work performed by such person for the Group; (c) the initiative and commitment of such person in performing his duties; and (d) the length of service or contribution of such person to the Group)
“Business Day”	a day on which the Stock Exchange is open for the business of dealing in securities
“Company”	Evergreen International Holdings Limited 長興國際(集團) 控股有限公司, an exempted company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the main board of the Stock Exchange
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be held at The Garden Rooms, 2nd Floor, The Royal Garden, 69 Mody Road, Tsimshatsui East, Kowloon, Hong Kong on Monday, 6 January 2014 at 11:00 a.m. (or any adjournment thereof) for the purpose of considering and, if thought fit, approving the resolution proposed in the EGM Notice
“EGM Notice”	the notice convening the EGM as set out on pages 21 and 22 of this circular

## DEFINITIONS

“Employee(s)”	(i) any full-time employee of the Group; and (ii) any part-time employee with weekly working hours of 10 hours or above of any member of the Group
“Entities”	the Company and its Subsidiaries, Associated Companies, jointly controlled entities and Related Companies from time to time
“Existing Participants”	(i) any directors (excluding independent non-executive directors) or any employees (whether full-time or part-time) of each member of the Entities; (ii) any discretionary objects of a discretionary trust established by any directors (excluding independent non-executive directors) or any employees (whether full-time or part-time) of each member of the Entities; (iii) any consultants, professional and other advisers to each member of the Entities (or persons, firms or companies proposed to be appointed for providing such services); and (iv) any chief executives or substantial shareholders of the Company, provided that the Board may have absolute discretion to determine whether or not one falls within the above categories
“Existing Share Option Scheme”	the existing share option scheme adopted by the Company on 8 October 2010
“Grantee(s)”	any New Participant who accepts an Offer in accordance with the terms of the New Share Option Scheme, or (where the context so permits) the legal personal representative(s) entitled to any Option in consequence of the death of the original Grantee
“Group”	the Company and its Subsidiaries and Associated Companies from time to time
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“Latest Practicable Date”	13 December 2013, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular
“Limit”	10% of the total number of Shares in issue as at the Adoption Date
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange

## DEFINITIONS

“New Participant(s)”	any Employee, Business Associate or director (whether executive, non-executive or independent non-executive director) of any member of the Group
“New Share Option Scheme”	the new share option scheme proposed to be adopted at the EGM, a summary of the principal terms of which is set out in “Summary of the Principal Terms of the New Share Option Scheme” to this circular
“Offer(s)”	offer(s) to grant Option(s) made in accordance with the New Share Option Scheme
“Offer Letter”	a letter for making an Offer to a New Participant under the New Share Option Scheme
“Option(s)”	right(s) to subscribe for Shares pursuant to the terms of the New Share Option Scheme
“Option Period”	a period to be determined by the Board at its absolute discretion (provided that the period shall not be more than 10 years commencing on the date of grant) and notified by the Board to each Grantee as the period during which an Option may be exercised (subject to any restrictions on the exercise of the Option as may be imposed by the Board)
“Related Companies”	companies, entities or enterprises (wherever incorporated and whether limited by shares or otherwise) in which (i) the Company is directly or indirectly interested in less than 20% of the issued share capital or equity interest of such companies or entities or enterprises; or holds less than 20% of the voting rights of such companies or entities or enterprises but is the largest shareholder or the holder of the largest voting rights of such companies, entities or enterprises (as the case may be); or (ii) in the opinion of the Board, the Company is able to exercise significant influence to such companies or entities or enterprises
“Scheme Period”	a period of 10 years commencing on the Adoption Date
“Share(s)”	share(s) of HK\$0.001 each in the share capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

## DEFINITIONS

“Subsidiary(ies)”	company(ies) which is/are subsidiary(ies) of the Company as ascribed under the Listing Rules
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

LETTER FROM THE BOARD



**EVERGREEN INTERNATIONAL HOLDINGS LIMITED**

**長興國際(集團)控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 238)**

*Executive Directors:*

Mr. CHAN Yuk Ming (*Chairman*)

Mr. CHEN Yunan

Mr. CHEN Minwen

*Independent Non-executive Directors:*

Mr. FONG Wo, Felix

Mr. KWOK Chi Sun, Vincent

Mr. CHENG King Hoi, Andrew

*Registered office:*

Appleby Trust (Cayman) Ltd

Clifton House

75 Fort Street, P.O. Box 1350

Grand Cayman KY1-1108

Cayman Islands

*Principal place of business and  
headquarters in the PRC:*

28th Floor

Guangzhou Department Store Complex

4-14 Xihu Road

Guangzhou, China

*Principal place of business  
in Hong Kong:*

Rooms 1305-1307, 13/F

New East Ocean Center

9 Science Museum Road

Tsimshatsui East, Kowloon

Hong Kong

17 December 2013

*To the Shareholders*

Dear Sir or Madam,

**ADOPTION OF NEW SHARE OPTION SCHEME  
TERMINATION OF EXISTING SHARE OPTION SCHEME  
AND  
NOTICE OF EXTRAORDINARY GENERAL MEETING**

**1. INTRODUCTION**

The purpose of this circular is to provide you with information in respect of the resolution to be proposed at the EGM for the approval of the adoption of the New Share Option Scheme and the simultaneous termination of the Existing Share Option Scheme.

## LETTER FROM THE BOARD

### 2. ADOPTION OF NEW SHARE OPTION SCHEME AND TERMINATION OF EXISTING SHARE OPTION SCHEME

#### **The Existing Share Option Scheme**

The Existing Share Option Scheme was adopted by the Company on 8 October 2010 under which the Directors may at their absolute discretion grant options to the Existing Participants to subscribe for Shares subject to the terms and conditions stipulated in the Existing Share Option Scheme. Unless otherwise terminated, the Existing Share Option Scheme will remain valid and effective for a period of 10 years from 8 October 2010. No option has been granted since the adoption of the Existing Share Option Scheme.

According to the terms of the Existing Share Option Scheme, the Company may by ordinary resolution in general meeting or the Board may at any time terminate the operation of the Existing Share Option Scheme, and in such event no further options will be offered under the Existing Share Option Scheme. The Board proposes to adopt the New Share Option Scheme and simultaneously terminate the operation of the Existing Share Option Scheme at the EGM (such that no further options can thereafter be offered under the Existing Share Option Scheme).

#### **The New Share Option Scheme**

Under the New Share Option Scheme, the definition of “participants” has been modified from the Existing Participants to the New Participants by (i) including the independent non-executive directors of any member of the Group; (ii) setting out the criteria for qualifying as a Business Associate; (iii) specifying the number of working hours required for a part-time Employee; and (iv) excluding (a) discretionary objects of all discretionary trusts established by any directors or any employees of each member of the Entities; (b) chief executives and substantial Shareholders of the Company; and (c) directors, employees, consultants, professional and other advisers of or to jointly controlled entities and Related Companies of the Company. The rules of the New Share Option Scheme have also been updated to reflect the current provisions of the Listing Rules, such as on the introduction of the concept of “inside information” to replace the concept of “price sensitive information”. The Board has also taken the opportunity to simplify the language and improve the presentation of the rules of the New Share Option Scheme.

Save as disclosed in the preceding paragraph, there is no material difference between the terms of the Existing Share Option Scheme and the proposed New Share Option Scheme. A summary of the principal terms of the New Share Option Scheme is set out in the “Summary of the Principal Terms of the New Share Option Scheme” of this circular. A copy of the rules of the New Share Option Scheme is available for inspection at the Company’s head office and principal place of business in Hong Kong at Rooms 1305-1307, 13/F, New East Ocean Center, 9 Science Museum Road, Tsimshatsui East, Kowloon, Hong Kong during normal business hours on any weekdays (except public holidays) for a 14-day period immediately preceding the EGM.



## LETTER FROM THE BOARD

### **Reasons for adopting the New Share Option Scheme and terminating the Existing Share Option Scheme**

The reasons for adopting the New Share Option Scheme and simultaneously terminating the Existing Share Option Scheme are:

- (i) to modify the scope of participants eligible for receiving any Offer under the New Share Option Scheme so that (a) all directors of any member of the Group, including the independent non-executive Directors, will have incentive to work to the betterment of the Group which is in line with market practice; (b) Offers will only be made to persons who can contribute to the core development of the Group (as opposed to those who only contribute to jointly controlled entities or Related Companies of the Company); and (c) there will be a clearer set of criteria to govern the eligibility of certain participants such as part-time Employees and certain Business Associates under the New Share Option Scheme;
- (ii) to update the rules of the New Share Option Scheme to reflect the current provisions of the Listing Rules, such as on the introduction of the concept of “inside information” to replace the concept of “price sensitive information”; and
- (iii) to simplify the language and improve the presentation of the rules of the New Share Option Scheme to make it more readable and easier to follow and understand.

The Directors consider that the New Share Option Scheme will:

- (i) provide those persons falling within the scope of the New Participants with the opportunity to participate in the growth of the Company through the right to become Shareholders, thereby more closely aligning the interests of the Company with that of its Shareholders; and
- (ii) enhance the Group’s ability to attract, retain and motivate such persons.

Furthermore, the Directors consider it important that Employees (whether full-time or part-time), Directors (whether executive, non-executive or independent non-executive), management, advisers, consultants and goods and/or service providers of each member of the Group be given incentive to work towards enhancing the value and attaining the long-term objectives of the Group. Accordingly, the Directors believe that the adoption of the New Share Option Scheme can facilitate the long term development of the Group and is in the interests of the Company and its Shareholders as a whole.

Given the Board is entitled to impose any conditions, restrictions or limitations as it may think fit (including the minimum period for which the Options must be held and the performance targets that must be achieved before the Options can be exercised) when making an Offer on a case-by-case basis, and that the exercise price of an Option cannot in any event fall below the price stipulated in the Listing Rules or such higher price as

## LETTER FROM THE BOARD

may be determined by the Directors, it is expected that Grantees will make an effort to contribute to the development of the Group so as to bring increases in market price of the Shares in order to capitalise on the benefits of the Options granted. This will enhance the Group's capability to attract, retain and motivate talented New Participants to strive for future development and expansion of the Group. For the avoidance of doubt, unless otherwise determined by the Board and specified in the Offer Letter, there is no minimum period for which an Option must be held before it can be exercised and no performance target needs to be achieved by the Grantees before the Options can be exercised.

### **Conditions precedent of the New Share Option Scheme**

The adoption of the New Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution at the EGM approving the adoption of the New Share Option Scheme, and authorising the Directors to grant Options to subscribe for Shares and to allot, issue and deal with Shares pursuant to the exercise of any Option; and
- (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, any new Shares which may fall to be issued upon the exercise of the Options.

### **Scheme mandate limit**

As at the Latest Practicable Date, there were 948,825,763 Shares in issue. Assuming that there are no further allotment of Shares from the Latest Practicable Date up to the Adoption Date, options to subscribe for up to 94,882,576 Shares may be issued under the New Share Option Scheme and any other schemes of the Company pursuant to Rule 17.03(3) of the Listing Rules, representing 10% of Shares in issue as at the Adoption Date.

### **Value of the Options**

The Directors consider that it is not appropriate to state the value of all the Options that can be granted as if they had been granted as at the Latest Practicable Date prior to the Adoption Date given that the variables which are crucial for the calculation of the value of such Options cannot be determined. These variables include, but not limited to, the subscription price payable for the Shares upon the exercise of subscription rights attaching to the Options, the length of the Option Period, any lock-up period, performance targets or other conditions, restrictions or limitations that the Board may impose with respect to the Options. The Directors believe that any calculation of the value of the Options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to the Shareholders.

## **LETTER FROM THE BOARD**

### **Application for listing**

An application will be made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of any Options up to 10% of the Shares in issue as at the Adoption Date.

### **3. VOTING AT THE EGM**

Pursuant to the Articles of Association, the resolution put forward at shareholders' meetings will be voted by poll.

After the conclusion of the EGM, the poll results will be published on the websites of Hong Kong Exchanges and Clearing Limited ([www.hkexnews.hk](http://www.hkexnews.hk)) and of the Company ([www.evergreen-intl.com](http://www.evergreen-intl.com)).

To the extent that the Directors are aware having made all reasonable enquiries, none of the Shareholders is required to abstain from voting on the resolution to be proposed at the EGM.

### **4. ACTION TO BE TAKEN**

The EGM Notice is set out on pages 21 and 22 of this circular. A form of proxy for appointing proxy to attend the EGM is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited ([www.hkexnews.hk](http://www.hkexnews.hk)) and of the Company ([www.evergreen-intl.com](http://www.evergreen-intl.com)). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and deposited, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of attorney or authority, at the Company's Hong Kong share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and deposit of the form of proxy shall not preclude you from attending and voting in person at the EGM or at any adjourned meeting thereof if you so wish, in which case the form of proxy shall be deemed to be revoked.

### **5. RESPONSIBILITY STATEMENT**

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

## LETTER FROM THE BOARD

### 6. RECOMMENDATION

The Directors consider that the proposed resolution referred in this circular and the EGM Notice is in the best interests of the Company and the Shareholders as a whole. The Directors therefore recommend Shareholders to vote in favour of the resolution set out in the EGM Notice.

### 7. ADDITIONAL INFORMATION

Your attention is also drawn to the additional information set out in “Summary of the Principal Terms of the New Share Option Scheme” of this circular.

Yours faithfully,  
For and on behalf of the Board  
**Evergreen International Holdings Limited**  
**CHAN Yuk Ming**  
*Chairman*

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

Set out below is a summary of the principal terms of the New Share Option Scheme.

### **1. PURPOSE**

The purpose of the New Share Option Scheme is to attract, retain and motivate talented New Participants to strive for future developments and expansion of the Group, and to provide the Company with a flexible means of giving incentive to, remunerating, compensating and/or providing benefits to the New Participants and for such other purposes as the Board may approve from time to time.

### **2. DURATION OF THE NEW SHARE OPTION SCHEME**

Subject to earlier termination by the Company in general meeting or by the Board at any time, the New Share Option Scheme shall be valid and effective for the Scheme Period, after which no further Options may be granted but in all other respects, subject to the compliance with the provisions of Chapter 17 under the Listing Rules, the provisions of the New Share Option Scheme shall remain in full force and effect and Options which are granted during the Scheme Period may continue to be exercisable in accordance with their terms of issue.

### **3. WHO MAY JOIN**

The Board may at any time during the Scheme Period make an Offer to any New Participant as the Board may in its absolute discretion impose any conditions, restrictions or limitations in relation to the Options (including conditions for vesting, exercise or otherwise) and select to take up Options in respect of such number of Shares as the Board may think fit (provided that the same shall be a board lot of dealing in Shares on the Stock Exchange or an integral multiple thereof).

In determining the basis of eligibility of each New Participant, the Board would take into account such factors as the Board may at its absolute discretion consider appropriate.

### **4. ACCEPTANCE OF OFFER**

Any Offer may be accepted, in whole or in part, in a board lot of dealing in Shares on the Stock Exchange or an integral multiple thereof. An Offer shall be deemed to have been accepted and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate Offer Letter comprising acceptance of the Offer duly signed by the Grantees with the number of Shares in respect of which the Offer is accepted clearly stated therein, together with a non-refundable remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company within a period of 28 days from the date of Offer or such other period as the Board may specify, provided that no such Offer shall be open for acceptance after the expiry of the Scheme Period or after the New Share Option Scheme has been terminated.

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

### 5. SUBSCRIPTION PRICE

The subscription price of a Share payable on the exercise of any particular Option shall be such price as determined by the Board in its absolute discretion, save that such price shall not be less than the higher of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheets on the date of Offer which must be a Business Day;
- (ii) the average closing price of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the date of Offer; and
- (iii) the nominal value of the Shares.

### 6. MAXIMUM NUMBER OF SHARES FOR WHICH OPTIONS MAY BE GRANTED

The total number of the Shares which may be issued upon exercise of all options to be granted under the New Share Option Scheme and any schemes of the Group shall not in aggregate exceed the Limit. Options lapsed in accordance with the terms of the New Share Option Scheme will not be counted for the purpose of calculating the Limit.

Subject to the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Company may refresh the Limit provided that:

- (i) the Limit as refreshed shall not exceed 10% of the Shares in issue as at the date of approval of the refreshed Limit;
- (ii) the Options previously granted (including those outstanding, cancelled, lapsed in accordance with the provisions of the New Share Option Scheme or exercised Options) will not be counted for the purpose of calculating the Limit as refreshed; and
- (iii) a circular containing the information and the disclaimer respectively required under Rule 17.02(2)(d) and Rule 17.02(4) of the Listing Rules shall be despatched to the Shareholders together with the notice of the relevant general meeting.

The Company may also with the approval of Shareholders in general meeting grant Options beyond the Limit or the refreshed Limit (as the case may be) provided that the Options in excess of the Limit or the refreshed Limit (as the case may be) are granted only to the New Participants specifically identified by the Company before such approval is sought and provided further that a circular containing a generic description of the specified New Participants who may be granted such Options, the number and terms of the Options to be granted, the information and the disclaimer respectively required under Rule 17.02(2)(d) and Rule 17.02(4) of the Listing Rules, the purpose of granting Options to the specified New Participants and how the terms of the Options serve such purpose shall be despatched to the Shareholders together with the notice of the relevant general meeting.

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

The total number of Shares which may be issued upon the exercise of all outstanding options granted and yet to be exercised under the New Share Option Scheme and any other schemes of the Group shall not exceed 30% of the Shares in issue from time to time. No Offer may be made under the New Share Option Scheme if this will result in the aforementioned limit being exceeded.

### **7. MAXIMUM NUMBER OF OPTIONS TO EACH PARTICIPANT**

The total number of Shares issued and to be issued upon the exercise of Options granted and to be granted to each New Participant (including both exercised and outstanding Options) in any period of 12 consecutive months up to and including the date of grant shall not exceed 1% of the Shares in issue as at the date of grant.

Any grant of further Options in excess of this 1% limit shall be subject to:

- (i) the issue of a circular by the Company containing the identity of the New Participant involved, the number and terms of Options granted and to be granted and the information and the disclaimer respectively required under Rule 17.02(2)(d) and Rule 17.02(4) of the Listing Rules shall be despatched to the Shareholders together with the notice of the relevant general meeting; and
- (ii) the approval of the Shareholders in general meeting at which such New Participant and his associates (as defined under the Listing Rules) shall be required to abstain from voting.

The number and terms (including the subscription price) of Options to be granted to such New Participant should be fixed before the general meeting, and the date of the Board meeting at which the Board proposes to grant the Options to such New Participant shall be taken as the date of Offer for the purpose of calculating the subscription price of the Shares.

### **8. GRANT OF OPTIONS TO CONNECTED PERSONS**

Any grant of Options to a Director, chief executive or substantial Shareholder (as defined in the Listing Rules) of the Company or any of their respective associates (as defined in the Listing Rules), must be approved by all the independent non-executive Directors (excluding independent non-executive Director who is proposed to be the Grantee).

If the Company proposes to grant Options to a substantial Shareholder (as defined in the Listing Rules) of the Company or an independent non-executive Director or any of their respective associates (as defined in the Listing Rules) which would result in the number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the period of 12 consecutive months up to and including the date of grant:

- (i) representing in aggregate over 0.1% of the Shares in issue; and
- (ii) having an aggregate value, based on the closing price of the Shares at the date of grant, in excess of HK\$5 million,

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

such further grant of Options will be subject to the issue of a circular by the Company together with the notice of the relevant general meeting and the approval of the Shareholders in general meeting at which all connected persons (as defined under the Listing Rules) of the Company shall be required to abstain from voting in favour of the relevant resolution at such general meeting except that any connected person (as defined under the Listing Rules) may vote against the relevant resolution at the general meeting provided that his intention to vote against the proposed grant has been stated in the Shareholders' circular, and/or such other requirements prescribed under the Listing Rules from time to time.

### 9. RESTRICTIONS ON THE TIME OF GRANT OF OPTIONS

For so long as the Shares are listed on the Stock Exchange:

(i) an Offer may not be made after any inside information has come to the knowledge of the Company until such inside information has been published pursuant to the requirements of the Listing Rules. In particular during the period commencing one month immediately preceding the earlier of:

(a) the date of the Board meeting (as such date is first notified to the Stock Exchange under the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(b) the deadline for the Company to publish announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules)

and ending on the date of the results announcement, no option may be granted. Such period will cover any period of delay in the publication of a results announcement; and

(ii) the Directors must not make any Offer to a New Participant who is a Director during the periods or times in which the Directors are prohibited from dealing in Shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by the Company.

### 10. TRANSFERABILITY OF OPTIONS

An Option shall be personal to the Grantee and shall not be assignable. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any Option. Any breach of the foregoing shall render the lapse of the outstanding Options of the relevant Grantee without incurring any liability on the part of the Company.



## **11. EXERCISE PERIOD OF THE OPTIONS**

Subject to the rules of the New Share Option Scheme, Options may be exercised by the Grantee (or in the case of his death, his personal representative(s)), in whole or in part, at any time during the Option Period by giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each notice exercising an Option must be accompanied by a remittance for the aggregate amount of the subscription price multiplied by the number of Shares in respect of which the notice is given. Within 28 days after receipt of the notice and remittance and, where appropriate, receipt of the auditors' certificate or the independent financial adviser's certificate, the Company shall allot, and shall instruct the share registrar of the Company to issue, the relevant Shares to the Grantee (or his legal personal representative(s), if applicable) credited as fully paid and issued to the Grantee (or his legal personal representative(s), if applicable) a share certificate in respect of the Shares so allotted.

## **12. RIGHTS OF EXERCISE FOR OPTION HOLDERS**

Unless otherwise determined by the Board and specified in the Offer Letter, there is no minimum period for which an Option must be held before it can be exercised and no performance target needs to be achieved by the Grantee before the Options can be exercised.

### **(i) Rights on cessation of employment due to other reasons other than death and dismissal**

Where a Grantee ceases to be a New Participant for any reason other than the Grantee's death or the termination of the Grantee's employment, directorship, office or appointment on one or more of the grounds specified in paragraph 15(iv) below, the Grantee may exercise the Option up to the Grantee's entitlement at the date of cessation (to the extent which has become exercisable and not already exercised) within the period of three months (or such longer period as the Board may determine) following the date of such cessation, which date shall be:

- (a) the last actual working day with the relevant company whether salary is paid in lieu of notice or not; or
- (b) the last date of office or appointment as director of, as consultant or other advisers or service providers to the relevant company,

as the case may be, failing which the Option will lapse, and the date of cessation as determined by a resolution of the board of directors or the governing body of the relevant company shall be conclusive.

For the purpose of this paragraph 12(i), a Grantee shall not be regarded as ceasing to be a New Participant if upon the termination of his employment, directorship, office or appointment with any particular member of the Group, he takes up or holds a different position of employment, directorship, office or appointment with any member of the Group, as the case may be.

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

### **(ii) Rights on death**

In the event that a Grantee dies before exercising the Option in full and none of the events which would be a ground for termination of the Grantee's employment, directorship, office or appointment under paragraph 15(iv) below arises, the personal representative(s) of the Grantee shall be entitled within a period of six months or such longer period as the Board may determine from the date of death, to exercise the Option up to the entitlement of such Grantee at the date of death (to the extent which has become exercisable and not already exercised) or, if appropriate, make an election pursuant to paragraph 12(iii), (iv) or (v) below, failing which period the Options will lapse.

### **(iii) Rights on a general offer (other than by way of scheme of arrangement)**

If a general offer by way of take-over is made to all the holders of Shares (other than by way of scheme of arrangement) (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror (the "**Dissenting Shareholders**")), and if such offer becomes or is declared unconditional and the offeror is entitled to and does give notice pursuant to the Companies Law, Chapter 22 (Law 3 of 1961 as consolidated and revised) of the Cayman Islands to acquire Shares held by the Dissenting Shareholders prior to the expiry of the relevant Option Period, the Grantee (or where appropriate, his legal personal representatives) may by notice in writing to the Company within 21 days of the notice of the offeror exercise the Option (to the extent which has become exercisable on the date of the notice of the offeror and not already exercised), to its full extent or to the extent specified in such notice, failing which the Options will lapse.

### **(iv) Rights on a general offer by way of scheme of arrangement**

If a general offer by way of scheme of arrangement is made to all of the holders of the Shares and has been approved by the necessary number of Shares at the requisite meetings, the Grantee (or his legal personal representatives (if appropriate)) may thereafter (but only until such time as shall be notified by the Company, after which it shall lapse) exercise the Option (to the extent which has become exercisable and not already exercised) to its full extent or to the extent specified in such notice.

### **(v) Rights on compromise, arrangement, reconstruction or amalgamation**

If a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies (other than a general offer contemplated in paragraphs 12(iii) and (iv) above), the Company shall give notice thereof to all Grantees on the same date as it dispatches the notice to each Shareholder or creditor of the Company summoning the meeting to consider such a compromise or arrangement, and thereupon each Grantee (or his legal personal representative(s), if applicable) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of (a) the date two months thereafter and (b) the date on which such compromise or arrangement is sanctioned by the court of competent jurisdiction, exercise any of his Options (to the extent which has

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

become exercisable and not already been exercised) whether in full or in part, provided that the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of competent jurisdiction and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under this Scheme. The Company may thereafter require the Grantee (or his legal personal representative(s), if applicable), to transfer or otherwise deal with the Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

### **(vi) Rights on winding up**

In the event a notice is given by the Company to its Shareholders to convene a Shareholders' meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, other than for the purposes of a reconstruction, amalgamation or scheme of arrangement, the Company shall on the same date as or soon after it dispatches such notice to convene the shareholders' meeting, give notice thereof to all Grantees. Each Grantee (or his legal personal representative(s), if applicable) may by notice in writing to the Company (such notice to be received by the Company not later than two Business Days prior to the proposed shareholders' meeting) exercise the Option (to the extent exercisable but not already exercised) either to its full extent or to the extent specified in such notice, such notice to be accompanied by a payment for the full amount of the aggregate Subscription Price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event no later than the Business Day immediately prior to the date of the proposed general meeting referred to the above, allot the relevant Shares to the Grantee credited as fully paid. If such resolution is duly passed, all Options shall, to the extent that they have not been exercised, thereupon cease and determine.

### **13. RANKING OF SHARES ISSUED UPON EXERCISE OF OPTIONS**

A Share to be allotted and issued upon the exercise of an Option shall not carry voting rights until the registration of the Grantee as the holder thereof. Subject to the aforesaid, Shares allotted and issued upon the exercise of an Option will rank *pari passu* in all respects with Shares in issue on the date of the exercise including in respect of those rights arising on a liquidation of the Company, save that they will not rank for any dividend or other distribution declared or proposed to be paid or made to Shareholders by reference to a record date falling on or before the date of exercise.

#### **14. ALTERATION OF CAPITAL STRUCTURE**

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, whether by way of capitalisation issue, rights issue, consolidation, subdivision, or reduction of the share capital of the Company, such corresponding alterations (if any) shall be made in:

- (i) the number or nominal amount of Shares subject to the Option so far as unexercised;
- (ii) the Subscription Price; and/or
- (iii) the method of exercise of the Options (if applicable),

as the auditors or the independent financial adviser of the Company shall at the request of the Board certify in writing that in their opinion the adjustments proposed satisfy the requirements set out in the Note to Rule 17.03(13) of the Listing Rules and/or the rules, requirements and guidelines issued by the Stock Exchange from time to time may deem appropriate provided always that:

- (a) any adjustments should give a Grantee the same proportion of the issued share capital of the Company as that to which he was previously entitled prior to such adjustments; and
- (b) no adjustments shall be made which will enable a Share to be issued at less than its nominal value.

The capacity of the auditors or the independent financial adviser under this paragraph 14 is that of experts and not of arbitrators and their certification shall, in the absence of manifest error, be final and binding on the Company and the Grantees.

Notwithstanding the foregoing, an alteration in the capital structure of the Company resulting from an issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such adjustments.

#### **15. LAPSE OF OPTION**

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the expiry of the periods referred to in paragraph 12(i), (ii), (iii) or (iv);
- (iii) subject to the scheme of arrangement or the scheme for reconstruction or amalgamation becoming effective, the expiry of the period referred to in paragraph 12(v);

## SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME

- (iv) the date on which the Grantee ceases to be a New Participant by reason of the termination of his employment, directorship, office or appointment on the grounds that he:
- (a) has been guilty of misconduct;
  - (b) has been in breach of material term of the relevant employment contract, service contract or engagement contract (as the case may be);
  - (c) appears either to be unable to pay or have no reasonable prospect to be able to pay debts within the meaning of any applicable legislation in relation to bankruptcy or insolvency;
  - (d) has become bankrupt or insolvent;
  - (e) has been served with a petition for bankruptcy or winding-up;
  - (f) has made any arrangements or composition with his creditors generally;
  - (g) has been convicted of any criminal offence involving his integrity or honesty; or
  - (h) if so determined by the Board or the board of the relevant company, as the case may be, on any other ground on which an employer, a sourcing party or an engaging party would be entitled to terminate his employment, directorship, office or appointment at common law or pursuant to any applicable laws or under the Grantee's employment contract, service contract, engagement contract (as the case may be) with the relevant company (as the case may be),

and a resolution of the Board or the board of the relevant company to the effect that the employment, directorship, office or appointment of a Grantee has or has not been terminated on one or more of the grounds specified in this paragraph 15(iv) shall be conclusive and binding on the Grantee;

- (v) subject to paragraph 12(vi), the date of the commencement of the winding-up of the Company;
- (vi) the date on which the Grantee commits a breach under paragraph 10; and
- (vii) the date on which the Option is cancelled by the Board as provided in paragraph 17.

The Company shall owe no liability to any Grantee for the lapse of any Option.

### **16. ALTERATION OF THE NEW SHARE OPTION SCHEME**

The Board may from time to time in its absolute discretion waive or amend any of the rules of the New Share Option Scheme as it deems desirable, provided that, except with the prior approval of the Shareholders in general meeting, no alterations shall be made to any of the rules relating to the matters set out in Rule 17.03 of the Listing Rules to the advantage of the New Participants.

## **SUMMARY OF THE PRINCIPAL TERMS OF THE NEW SHARE OPTION SCHEME**

Any alteration to the terms and conditions of the New Share Option Scheme, which is of a material nature or any change to the terms of any Options granted must be approved by the Shareholders in general meeting, except where such alterations take effect automatically under the existing terms of this New Share Option Scheme.

Any change to the authority of the Board or administrators of this New Share Option Scheme in relation to any alterations to the terms of the New Share Option Scheme must be approved by Shareholders in general meeting.

Any term of the New Share Option Scheme as altered must comply with the Listing Rules.

### **17. CANCELLATION OF OPTIONS**

The Board may at any time in its absolute discretion cancel any Options previously granted to, but not yet exercised by such Grantee. Where the Company cancels Options and offers Options to the same Grantee, the offer of such new Options may only be made with available Options under the New Share Option Scheme (to the extent not yet granted and excluding the cancelled Options) within the Limit or refreshed Limit approved by the Shareholders as mentioned in paragraph 6 above.

### **18. TERMINATION OF THE NEW SHARE OPTION SCHEME**

The Company may by ordinary resolution in general meeting terminate or the Board may at any time terminate the operation of the New Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the New Share Option Scheme in relation to any outstanding Options shall remain in full force and effect.

### **19. ADMINISTRATION OF THE NEW SHARE OPTION SCHEME**

The New Share Option Scheme will be subject to the administration of the Board or a committee of the Board and the decision of the Board or such committee shall be final and binding on all parties. The Company is not required to appoint any trustee for the purpose of administering the New Share Option Scheme. None of the Directors is or will be a trustee of the New Share Option Scheme or have a direct or indirect interest in any such trustee.

### **20. CONDITIONS**

The adoption of the New Share Option Scheme is conditional upon:

- (i) the passing of an ordinary resolution at the EGM approving the adoption of the New Share Option Scheme, and authorising the Directors to grant Options to subscribe for Shares and to allot, issue and deal with Shares pursuant to the exercise of any Option; and
- (ii) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, any new Shares which may fall to be issued upon the exercise of the Options.

## NOTICE OF EGM



### EVERGREEN INTERNATIONAL HOLDINGS LIMITED

長興國際(集團)控股有限公司

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 238)**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the “**EGM**”) of Evergreen International Holdings Limited (the “**Company**”) will be held at The Garden Rooms, 2nd Floor, The Royal Garden, 69 Mody Road, Tsimshatsui East, Kowloon, Hong Kong on Monday, 6 January 2014 at 11:00 a.m. for the purpose of considering and, if thought fit, with or without amendments, passing the following resolution which will be proposed as ordinary resolution:

#### **ORDINARY RESOLUTION**

“**THAT:**

subject to and conditional upon The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting approval of the listing of and permission to deal in the shares falling to be issued pursuant to the exercise of any options granted under the share option scheme referred to in the circular despatched to the shareholders of the Company on the same day as this notice, the terms of which are set out in the printed document marked “A” now produced to this meeting and for the purpose of identification signed by the Chairman of this meeting hereof (the “**New Share Option Scheme**”), the New Share Option Scheme be and is hereby approved and adopted to be the share option scheme of the Company and with effect from the date of the New Share Option Scheme becoming unconditional and coming into effect, the existing share option scheme of the Company which was adopted by the Company on 8 October 2010 be terminated and that the directors of the Company (the “**Directors**”) be authorised:

- (a) to grant options thereunder and to allot and issue shares of the Company (“**Shares**”) pursuant to the New Share Option Scheme;
- (b) to alter and/or modify the New Share Option Scheme from time to time provided that such alteration and/or modification is effected in accordance with the provisions of the New Share Option Scheme relating to the alteration and/or modification and subject to Chapter 17 of the Rules Governing the Listing of Securities on the Stock Exchange (the “**Listing Rules**”);
- (c) to allot and issue from time to time such number of Shares as may be required to be allotted and issued pursuant to the exercise of options granted under the New Share Option Scheme and subject to the Listing Rules; and



## NOTICE OF EGM

- (d) to take all such steps as may be necessary or desirable to implement the New Share Option Scheme.”

Yours faithfully,  
For and on behalf of the Board  
**Evergreen International Holdings Limited**  
**CHAN Yuk Ming**  
*Chairman*

Hong Kong, 17 December 2013

*Notes:*

1. The resolution at the EGM will be taken by poll pursuant to the Articles of Associations and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and of the Company in accordance with the Listing Rules.
2. Any member of the Company entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies (if holding two or more shares) to attend and vote instead of him/her. A proxy need not be a member of the Company. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
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 such power of attorney or authority, must be deposited at the Company's Hong Kong share registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the EGM or any adjournment thereof. Completion and deposit of the form of proxy shall not preclude a member of the Company from attending and voting in person at the EGM and, in such event, the form of proxy shall be deemed to be revoked.

*As at the date of this notice, the Board comprises Mr. CHAN Yuk Ming, Mr. CHEN Yunan and Mr. CHEN Minwen as the executive Directors and Mr. FONG Wo, Felix, Mr. KWOK Chi Sun, Vincent and Mr. CHENG King Hoi, Andrew as the independent non-executive Directors.*