

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.



21 Holdings Limited

21 控股有限公司*

(incorporated in Bermuda with limited liability)

(stock code: 1003)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of **21 Holdings Limited** (the “Company”) will be held at Room 1101, 11/F, 88 Gloucester Road Wanchai, Hong Kong, at 10:00 a.m. on Monday, 6 December 2010 for the purpose of considering and, if thought fit, passing the following resolutions as resolutions of the Company:

SPECIAL RESOLUTION

1. **“THAT**, conditional upon (i) the Listing Committee of The Stock Exchange of Hong Kong Limited (**“Stock Exchange”**) granting the listing of, and permission to deal in, the Adjusted Shares (as defined below) and (ii) the compliance by the Company with the requirements of section 46(2) of the Companies Act 1981 of Bermuda to effect the Capital Reorganisation (as defined below), with effect from 9:30 a.m. (Hong Kong time) on the business day (not being a Saturday) immediately after the passing of this resolution:
 - (a) every twenty (20) issued shares of par value HK\$0.01 each in the share capital of the Company be consolidated (**“Share Consolidation”**) into one (1) issued share of par value HK\$0.20 (**“Consolidated Share(s)”**);
 - (b) the issued share capital of the Company be reduced by cancelling the paid-up capital to the extent of HK\$0.19 on each of the issued Consolidated Shares such that the nominal value of each of the issued Consolidated Shares of the Company be reduced (**“Capital Reduction”**) from HK\$0.20 to HK\$0.01 (**“Adjusted Share(s)”**);
 - (c) the entire amount standing to the credit of the share premium account of the Company be cancelled (**“Share Premium Cancellation”**, together with Share Consolidation and Capital Reduction, **“Capital Reorganisation”**) and the authorised share capital of the Company shall remain unchanged;
 - (d) the credit arising from the Capital Reduction and the Share Premium Cancellation be credited to the contributed surplus account of the Company and the directors of the Company (**“Directors”**) be and are hereby authorised to apply the amount in the contributed surplus account of the Company to set off the accumulated loss of the Company in the manner permitted by the laws of Bermuda and the bye-laws of the Company without further authorisation from the shareholders of the Company; and

** for identification purpose only*

- (e) the board of Directors of the Company (“**Board**”) be and is hereby authorised generally to sign and execute such documents and do all such acts and things and to take all such steps as it consider necessary, expedient or desirable in connection with and to give effect to the Capital Reorganisation.”

ORDINARY RESOLUTIONS

2. “**THAT**, subject to and conditional upon (i) the passing of the resolution numbered 1; (ii) the Listing Committee of the Stock Exchange granting or agreeing to grant the listing of, and permission to deal in the Rights Shares (as defined below) (in their nil-paid and fully-paid forms) and not having withdrawn or revoked such listing and permission, (iii) the filing of all documents relating to the Rights Issue (as defined below) required to be filed with the Registrars of Companies in Bermuda in accordance with the Companies Act 1981 of Bermuda (as amended) and with the Registrar of Companies in Hong Kong in accordance with the Companies Ordinance in Hong Kong, and (iv) the underwriting agreement dated 14 September 2010 (“**Underwriting Agreement**”) made between the Company and Get Nice Securities Limited (“**Get Nice**”) and Emperor Securities Limited (“**Emperor**”, together with Get Nice, “**Underwriters**”) (a copy of which marked “A” is produced to this meeting and signed for the purpose of identification by the Chairman of this meeting) becoming unconditional and not being rescinded or terminated in accordance with its terms:
- (a) the Underwriting Agreement and the transactions contemplated thereunder (including but not limited to the underwriting of the Rights Shares (as defined below) not validly applied for by the shareholders of the Company (“**Shareholders**”) by the Underwriters) be and are hereby approved, confirmed and ratified;
- (b) the issue of 1,126,955,740 Adjusted Shares (“**Rights Share(s)**”) by way of rights issue (“**Rights Issue**”) at the subscription price of HK\$0.19 per Rights Share to the Shareholders whose names appear on the register of members of the Company on the Record Date (as defined in the circular of the Company dated 12 November 2010 (“**Circular**”, 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) excluding those Shareholders whose registered addresses as shown on such register are outside Hong Kong on the Record Date and to whom the directors of the Company, after making enquiries, on account either of legal restrictions under the laws of the relevant place or the requirements of the relevant regulatory body or stock exchange of that place, consider it necessary or expedient not to offer the Rights Shares, in the proportion of ten Rights Shares for every Adjusted Share then held on the Record Date, on and subject to the terms and conditions set out in the Circular be and is hereby approved;
- (c) the Board be and is hereby authorised to allot and issue the Rights Shares (in their nil paid and fully paid forms) and to do all such acts and things, to sign and execute all such further documents and to take such steps as the Board may in its absolute discretion consider necessary, appropriate, desirable or expedient to implement the Rights Issue or otherwise in connection therewith and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interest of the Company.”

3. “**THAT**, subject to and conditional upon the passing of the resolutions numbered 1 and 2,
- (a) the sale and purchase agreement dated 14 September 2010 (“**Acquisition Agreement**”) (a copy of which, signed by the Chairman of the meeting for the purposes of identification, has been produced to the meeting marked “C”) entered into between Asset Expert Limited, a wholly-owned subsidiary of the Company, as purchaser and Prolific Wise Limited as vendor, the terms and conditions thereof and the transactions contemplated thereunder, and the execution of the Acquisition Agreement be and are hereby approved, confirmed and ratified; and
 - (b) the Board be and is hereby authorised to do all such acts and things and sign all such documents and to take such steps as it consider necessary or expedient or desirable in connection with or to give effect to the Acquisition Agreement and to implement the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interest of the Company.”
4. “**THAT**, subject to and conditional upon the passing of the resolutions numbered 1 and 2,
- (a) the agreement dated 14 September 2010 (“**Repurchase Agreement**”) (a copy of which, signed by the Chairman of the meeting for the purposes of identification, has been produced to the meeting marked “D”) entered into between the Company and Mr. Ng Kai Man (“Mr. Ng”), the holder of the 2% convertible note due 23 July 2011 issued by the Company with the outstanding principal amount of HK\$70,000,000 (“**Convertible Note**”) in relation to the repurchase by the Company of the Convertible Note from Mr. Ng at a price of HK\$67,900,000 in cash, the terms and conditions thereof and the transactions contemplated thereunder, and the execution of the Repurchase Agreement be and are hereby approved, confirmed and ratified; and
 - (b) the Board be and is hereby authorised to do all such acts and things and sign all such documents and to take such steps as it consider necessary or expedient or desirable in connection with or to give effect to the Repurchase Agreement and to implement the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interest of the Company.”
5. “**THAT**, Mr. Lam Kwok Cheong be re-elected as an independent non-executive Director.”

By order of the Board
21 Holdings Limited
Ng Kai Man
Chairman

Hong Kong, 12 November 2010

Notes:

1. Any shareholder of the Company entitled to attend and vote at the meeting of the Company may appoint another person as his proxy to attend and vote instead of him. A shareholder of the Company who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the meeting. A proxy need not be a shareholder of the Company. In addition, a proxy or proxies representing either a shareholder of the Company who is an individual or a shareholder of the Company which is a corporation shall be entitled to exercise the same power on behalf of the shareholder of the Company which he or they represent as such shareholder of the Company could exercise.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof, it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.
3. The instrument appointing a proxy and (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Company's branch share registrar in Hong Kong, **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 the holding of the meeting or any adjourned meeting thereof at which the person named in the instrument proposes to vote and, in default, the instrument of proxy shall not be treated as valid.
4. Completion and return of an instrument appointing a proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting or on the poll concerned and, in such event, the instrument appointing a proxy shall be deemed to have been revoked.
5. Where there are joint holders of any share of the Company, any one of such joint holders may vote, either in person 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 the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

As at the date of this announcement, the Board comprises Mr. Ng Kai Man (Chairman), Mr. Cheng Yuk Wo and Mr. Ha Kee Choy, Eugene as executive Directors and Mr. Chui Chi Yun, Robert, Mr. Lam Kwok Cheong and Mr. Lui Siu Tsuen, Richard as independent non-executive Directors.