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BIRMINGHAM INTERNATIONAL HOLDINGS LIMITED **伯明翰環球控股有限公司**

(Incorporated in the Cayman Island with limited liability)

(Stock Code: 2309)

Website: <http://www.irasia.com/listco/hk/birminghamint/index.htm>

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Birmingham International Holdings Limited (“Company” together with its subsidiaries, the “Group”) will be held at Kowloon Room, Kowloon Shangri-La, 64 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong on Wednesday, 5 February 2014 at 2:00 p.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions which will be proposed as ordinary resolutions:

ORDINARY RESOLUTION

1. **“THAT:**

- (i) the placing agreement dated 12 November 2013 (“Placing Agreement”) entered into between the Company and Shenyin Wanguo Capital (H.K.) Limited (“Placing Agent”) in respect of the placing (“Placing”) of a total of 1,260,000,000 new shares of HK\$0.01 each in the share capital of the Company (“Placing Shares”) at a placing price of HK\$0.05 per Placing Share (“Placing Price”) (a copy of the Placing Agreement having been produced to the meeting and marked “A” and initialed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (ii) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Placing Shares, the allotment and issue of the Placing Shares to the placees pursuant to the Placing Agreement be and is hereby approved and the grant of a specific mandate for the Directors to allot and issue the Placing Shares at the Placing Price pursuant to the Placing Agreement be and is hereby approved; and
- (iii) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents where he/they consider(s) necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Placing Agreement and the transactions contemplated thereunder.”

2. **“THAT**

subject to the fulfilment of the terms and conditions set out in the convertible bond subscription agreement dated 12 November 2013, as amended from time to time, (the “First CB Subscription Agreement”) entered into between U-Continent Holdings Limited (the “Subscriber”) as the subscriber and the Company as the issuer (copies of the First CB Subscription Agreement and amendment agreement having been produced to the meeting and marked “B” and initialled by the chairman of the meeting for the purpose of identification) in relation to the subscription of the zero coupon convertible bonds (the “First Convertible Bond”) in principal amount of HK\$50 million which can be converted into a maximum of 1,666,666,666 new ordinary shares of par value of HK\$0.01 each in the capital of the Company (the “Shares”) or such number of Shares (as a result of any adjustment to the conversion price) which may fall to be allotted and issued upon exercising the conversion right attaching to the First Convertible Bond (the “First Conversion Shares”) at the conversion price of HK\$0.03 (subject to adjustment) by the Subscriber:

- (i) the creation and issuance of the First Convertible Bond by the Company to the Subscriber in accordance with the terms and conditions of the First CB Subscription Agreement and the terms and conditions of the First Convertible Bond attached to the First CB Subscription Agreement and all transactions thereunder be and are hereby approved, ratified and confirmed;
- (ii) subject to the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the First Conversion Shares to be allotted and issued, the unconditional specific mandate granted to the Directors to exercise the powers of the Company to allot, issue and deal with the First Conversion Shares to be allotted and issued upon conversion of the First Convertible Bond pursuant to the First CB Subscription Agreement be and is hereby approved; and

(iii) the directors of the Company be and are hereby authorised for and on behalf of the Company to do all such acts and things and execute (under hand or under seal) all such documents which they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the First CB Subscription Agreement and the transactions contemplated thereunder (including but not limited to the issuance of the First Convertible Bond, the issuance and allotment of the First Conversion Shares), and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith that are in the opinion to the Directors, not material to the terms of the First CB Subscription Agreement and all transactions contemplated thereunder and are in the interests of the Company.”

3. **“THAT**

subject to the fulfilment of the terms and conditions set out in the convertible bond subscription agreement dated 12 November 2013, as amended from time to time (the “Second CB Subscription Agreement”) entered into between U-Continent Holdings Limited (the “Subscriber”) as the subscriber and the Company as the issuer (copies of the Second CB Subscription Agreement and amendment agreements having been produced to the meeting and marked “C” and initialled by the chairman of the meeting for the purpose of identification) in relation to the subscription of the zero coupon convertible bond (the “Second Convertible Bond”) in principal amount of HK\$125 million in two tranches which can be converted into a maximum of 4,166,666,666 new ordinary shares of par value of HK\$0.01 each in the capital of the Company (the “Shares”) or such number of Shares (as a result of any adjustment to the conversion price) which may fall to be allotted and issued upon exercising the conversion right attaching to the Second Convertible Bond (the “Second Conversion Shares”) at the conversion price of HK\$0.03 (subject to adjustment) by the Subscriber:

- (i) the creation and issuance of the Second Convertible Bond by the Company to the Subscriber in accordance with the terms and conditions of the Second CB Subscription Agreement and the terms and conditions of the Second Convertible Bond attached to the Second CB Subscription Agreement and all transactions thereunder be and are hereby approved, ratified and confirmed;
- (ii) subject to the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Second Conversion Shares to be allotted and issued, the unconditional specific mandate granted to the Directors to exercise the powers of the Company to allot, issue and deal with the Second Conversion Shares to be allotted and issued upon conversion of the Second Convertible Bond pursuant to the Second CB Subscription Agreement be and is hereby approved; and

(iii) the directors of the Company be and are hereby authorised for and on behalf of the Company to do all such acts and things and execute (under hand or under seal) all such documents which they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Second CB Subscription Agreement and the transactions contemplated thereunder (including but not limited to the issuance of the Second Convertible Bond, the issuance and allotment of the Second Conversion Shares), and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith that are in the opinion to the Directors, not material to the terms of the Second CB Subscription Agreement and all transactions contemplated thereunder and are in the interests of the Company.”

4. **“THAT:**

- (i) the deed of novation dated 20 December 2013 (the “Deed of Novation”) entered into between the Company, Birmingham City Football Club Plc and Mr. Yeung Ka Sing, Carson (“Mr. Yeung”) (a copy of the Deed of Novation having been produced to the meeting and marked “D” and initialed by the chairman of the meeting for the purpose of identification) in respect of the novation of the entire debt owed by Birmingham City Football Club Plc to Mr. Yeung (being not in excess of HK\$193.5 million) be and is hereby approved, confirmed and ratified; and
- (ii) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents where he/they consider(s) necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Deed of Novation and the transactions contemplated thereunder.”

5. **“THAT:**

- (i) the debt capitalisation agreement dated 20 December 2013 (the “Debt Capitalisation Agreement”) entered into between the Company and Mr. Yeung Ka Sing, Carson (a copy of the debt capitalisation agreement having been produced to the meeting and marked “E” and initialed by the chairman of the meeting for the purpose of identification) in respect of the capitalisation of the entire debt to be owed by the Company to Mr. Yeung Ka Sing, Carson (being not in excess of HK\$193.5 million), be and is hereby approved, confirmed and ratified; and
- (ii) any one or more of the Directors be and is/are hereby authorised to do all such acts and things including the issue of the Debt Conversion Shares and execute all such documents where he/they consider(s) necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Debt Capitalisation Agreement and the transactions contemplated thereunder.”

6. “**THAT**

subject to the fulfilment of the terms and conditions set out in the convertible bond subscription agreement dated 20 December 2013 (the “Subscription Agreement”) entered into between Mr. Yeung Ka Sing Carson (the “Subscriber”) as the subscriber and the Company as the issuer (a copy of the Subscription Agreement having been produced to the meeting and marked “F” and initialled by the chairman of the meeting for the purpose of identification) in relation to the subscription of the zero coupon convertible bond (the “Debt Convertible Bond”) in principal amount being not in excess of HK\$193.5 million which can be converted into a maximum of 6,450,000,000 new ordinary shares of par value of HK\$0.01 each in the capital of the Company (the “Shares”) or such number of Shares (as a result of any adjustment to the conversion price) which may fall to be allotted and issued upon exercising the conversion right attaching to the Debt Convertible Bond (the “Debt Conversion Shares”) at the conversion price of HK\$0.03 (subject to adjustment) by the Subscriber:

- (i) the connected transaction constituted by the entering into of the Subscription Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (ii) the creation and issuance of the Debt Convertible Bond by the Company to the Subscriber in accordance with the terms and conditions of the Subscription Agreement and the terms and conditions of the Debt Convertible Bond attached to the Subscription Agreement and all transactions thereunder be and are hereby approved, ratified and confirmed;
- (iii) subject to the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Debt Conversion Shares to be allotted and issued, the unconditional specific mandate granted to the Directors to exercise the powers of the Company to allot, issue and deal with the Debt Conversion Shares to be allotted and issued upon conversion of the Debt Convertible Bond pursuant to the Subscription Agreement be and is hereby approved; and
- (iv) the directors of the Company be and are hereby authorised for and on behalf of the Company to do all such acts and things and execute (under hand or under seal) all such documents which they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Subscription Agreement and the transactions contemplated thereunder (including but not limited to the issuance of the Debt Convertible Bond, the issuance and allotment of the Debt Conversion Shares), and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith that are in the opinion to the Directors, not material to the terms of the Subscription Agreement and all transactions contemplated thereunder and are in the interests of the Company.”

7. “**THAT** the authorised share capital of the Company be and is hereby increased from HK\$100,000,000 to HK\$500,000,000 and the creation of 40,000,000,000 new Shares, such that following such increase, the authorised share capital of the Company will be HK\$500,000,000 divided into 50,000,000,000 Shares and the Directors be and are hereby authorised to do all such acts and things and to sign and execute all such documents, instruments and agreements for and on behalf of the Company as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with this resolution no. 7.”

By Order of the Board

Peter Pannu

*Executive Director, Chief Executive Officer
and Managing Director*

Hong Kong, 17 January 2014

Principal Office:

Units 1901 & 1910

Harbour Centre

25 Harbour Road

Wanchai

Hong Kong

Notes:

- (1) Any member entitled to attend and vote at the meeting convened by the above notice is entitled to appoint a proxy to attend and vote in his stead. Any such member who is a holder of two or more shares may appoint more than one proxy to attend and vote in his stead. A proxy need not be a member of the Company but must be present in person to represent the member.
- (2) 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 that power of attorney or other authority, must be deposited at the Company's branch share registrar, Tricor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the said meeting or any adjournment thereof.
- (3) The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.

As at the date hereof, the executive directors of the Company are Mr. Yeung Ka Sing, Carson, Mr. Peter Pannu, Mr. Ma Shui Cheong, Mr. Chan Shun Wah, Mr. Cheung Kwai Nang, Mr. Charlie Penn, Mr. Chen Liang, Mr. Cheung Shing and Mr. Panagiotis Pavlakis and the independent non-executive directors are Mr. Wong Ka Chun, Carson, Mr. Gao Shi Kui, Mr. Liu Enxue and Mr. Li Hanguo.