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KEE Holdings Company Limited

開易控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 2011)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**Meeting**”) of KEE Holdings Company Limited (the “**Company**”) will be held at Room 632-633, 6/F, Kowloonbay International Trade & Exhibition Centre, 1 Trademart Drive, Kowloon Bay, Kowloon, Hong Kong on Friday, 8 January 2016 at 11:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modification, the following resolutions to be proposed as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

(1) “**THAT**

- (a) the disposal agreement (the “**KEE BVI Disposal Agreement**”) dated 19 August 2015 (as amended and supplemented by the extension letter dated 27 November 2015) and entered into between the Company and Nicco Worldwide Inc. (“**Nicco**”) (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “A”), pursuant to which the Company agreed to sell and Nicco agreed to purchase 15% of the issued share capital of KEE International (BVI) Limited (“**KEE BVI**”) and the transactions contemplated thereunder (the “**KEE BVI Disposal**”), including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, be and are hereby approved, confirmed and ratified; and
- (b) the board of directors of the Company (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 considers necessary or expedient or desirable in connection with or to give effect to the KEE BVI Disposal Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

(2) “**THAT**

- (a) the disposal agreement (the “**HK Property Disposal Agreement**”) dated 19 August 2015 (as amended and supplemented by the extension letter dated 27 November 2015) and entered into between KEE Zippers Corporation Limited (“**KEE Zippers**”) and Classic Winner Limited (“**Classic Winner**”) (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “B”), pursuant to which KEE Zippers agreed to sell and Classic Winner agreed to purchase the Office B on the sixteenth floor of YHC Tower, No.1 Sheung Yuet Road, Kowloon, Hong Kong (the “**HK Property**”) and the transactions contemplated thereunder, including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, 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 considers necessary or expedient or desirable in connection with or to give effect to the HK Property Disposal Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

(3) “**THAT**

- (a) the disposal agreement (the “**PRC Master Disposal Agreement**”) dated 19 August 2015 (as amended and supplemented by the extension letter dated 27 November 2015) and entered into between the Company and 佛山市南海今和明投資有限公司 (for transliteration purpose only, Foshan City Nanhai Jinheming Investment Company Limited) (“**Nanhai Jinheming**”) (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “C”), pursuant to which (i) the Company agreed to procure 開易(廣東)服裝配件有限公司 (for transliteration purpose only, KEE (Guangdong) Garment Accessories Limited) (“**KEE Guangdong**”) to sell and Nanhai Jinheming agreed to purchase 80% equity interest in KEE (Jingmen) Garment Accessories Limited (開易(荊門)服裝配件有限公司) and (ii) the Company agreed to procure (開易(浙江)服裝配件有限公司) (for transliteration purpose only, KEE (Zhejiang) Garment Accessories Limited) (“**KEE Zhejiang**”) to sell and Nanhai Jinheming agreed to purchase the land use rights of the piece of land located at 中國浙江省嘉善縣魏塘鎮魏中村 (for transliteration purpose only, Weizhong Village, Weitang Town Jinshan County, Zhejiang Province, PRC) (the “**Land**”) and the seven blocks of buildings and the facilities including greening, the laying of pipes, networks roads located at the Land (the “**PRC Buildings**” and together with the Land, the “**PRC Properties**”) and the transactions contemplated thereunder, including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, 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 considers necessary or expedient or desirable in connection with or to give effect to the PRC Master Disposal Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

(4) “**THAT**

- (a) the shareholders’ agreement (the “**Shareholders’ Agreement**”) to be entered into at the completion of the KEE BVI Disposal amongst the Company, Nicco and KEE BVI pursuant to the KEE BVI Disposal Agreement (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “D”) and the transactions contemplated thereunder, including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, be and are hereby approved; 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 considers necessary or expedient or desirable in connection with or to give effect to the Shareholders’ Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

(5) “**THAT**

- (a) the lease agreement (the “**HK Lease Agreement**”) to be entered into between Classic Winner as lessor and KEE Zippers as lessee in relation to the lease of the HK Property (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “E”) and the annual cap and transactions contemplated thereunder, including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, be and are hereby approved; 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 considers necessary or expedient or desirable in connection with or to give effect to the HK Lease Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

(6) “**THAT**

- (a) the lease agreement (the “**PRC Lease Agreement**”) to be entered into between Nanhai Jinheming as lessor and KEE Zhejiang as lessee in relation to the lease of the PRC Properties (a copy of which signed by the Chairman of the meeting for the purpose of identification, has been produced to the meeting marked “F”) and the annual cap and transactions contemplated thereunder, including as a special deal under Rule 25 of the Hong Kong Code on Takeovers and Mergers, be and are hereby approved; 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 considers necessary or expedient or desirable in connection with or to give effect to the PRC Lease Agreement and the transactions contemplated thereunder and to agree to such variation, amendment or waiver as are, in the opinion of the Board, in the interests of the Company.”

By Order of the Board
KEE Holdings Company Limited
Xu Xipeng
Chairman

Hong Kong, 21 December 2015

Notes:

1. Any member of the Company entitled to attend and vote at the meeting shall be entitled to appoint one or, if he is the holder of two or more shares, more than one 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 Hong Kong branch share registrar and transfer office of the Company, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong not less than 48 hours before the time appointed for the holding of the extraordinary general meeting or any adjournment thereof.

As at the date of this notice, the executive Directors are Mr. Xu Xipeng, Mr. Xu Xinan and Mr. Chow Hoi Kwang, Albert; the non-executive Director is Mr. Yang Shaolin; and the independent non-executive Directors are Mr. Lin Bin, Mr. Kong Hing Ki and Mr. Tam Yuk Sang, Sammy.