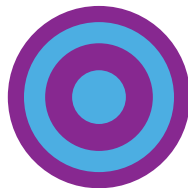


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MASCOTTE HOLDINGS LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 136)

MAJOR TRANSACTION RELATING TO THE PROVISION OF LOAN

The Board announced that after trading hours on 7 March 2011, the Company entered into the Facility Agreement with Sun Mass Energy Limited (formerly known as Trifecta International Incorporated), the Borrower, pursuant to which the Company has agreed to lend to the Borrower a loan facility of principal amount of up to but not exceeding US\$50,000,000 at any time during the Availability Period. The Borrower is the target company in which the Company has conditionally agreed to acquire a 50.1% stake pursuant to the Sale and Purchase Agreement. Such Acquisition constitutes a very substantial acquisition under Chapter 14 of the Listing Rules and is therefore subject to Shareholders' Approval. Further information in relation to such Acquisition was set forth in the Company's announcements of 3 August 2010, 19 January 2011, 11 February 2011 and 4 March 2011.

The provision of Facility under the Facility Agreement constitutes (i) an advance to an entity under Rule 13.13 of the Listing Rules as such advance exceeds 8% under the asset ratio as defined under Rule 14.07 of the Listing Rules and (ii) a major transaction of the Company under Chapter 14 of the Listing Rules as one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Facility exceed 25% but is below 100%. Pursuant to the requirements of the Listing Rules, the Facility is subject to the reporting, announcement and Shareholders' approval requirements.

It is intended that the Facility will be proposed for Shareholders' approval at the SGM to be held for approval of, among other things, the Sale and Purchase Agreement and the Acquisition. As stated in the Company's announcement of 4 March 2011, the circular in relation to the matters to be approved at such SGM will be despatched to the Shareholders no later than 31 March 2011.

THE FACILITY AGREEMENT

Date

7 March 2011

Lender

Mascotte Holdings Limited

Borrower

Sun Mass Energy Limited (formerly known as Trifecta International Incorporated)

To the best knowledge, information and belief of the Directors, having made all reasonable enquiries, the Borrower and the ultimate beneficial owner of the Borrower are third parties independent of and not connected with the Company and its connected persons, save as disclosed in this announcement and the Company's announcements of 3 August 2010, 19 January 2011 and 11 February 2011 and 4 March 2011.

Principal amount of the Facility

Up to but not exceeding US\$50,000,000.

Purpose of the Facility

The Facility shall be used by the Borrower solely to fund shareholder loans to be made by the Borrower to Lution and thereafter by Lution to Sun Materials, the proceeds of which will be used by Sun Materials solely to fund the capital expenditure in respect of the expansion of its polycrystalline silicon production capacity, including the payment of deposits in respect of related plant and other equipment.

Term

Three (3) months commencing on the date on which the last in time of the Conditions to be satisfied, or waived in accordance with the Facility Agreement, is first satisfied or waived.

Security

The loan will be unsecured.

Repayment

The Facility shall be repayable by the Borrower no later than the earlier of (i) the date which is ten (10) Business Days after Completion and (ii) the date which is six (6) months from the Signing Date, or such later date as is agreed by the Lender.

Interest

12 per cent (12%) per annum.

Automatic Acceleration

If at any time:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower or any of its subsidiaries;
 - (ii) a composition, assignment or arrangement with any creditor of the Borrower or any of its subsidiaries;
 - (iii) the appointment of a liquidation committee or group, liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Borrower or any of its subsidiaries or any of their respective assets; or
 - (iv) enforcement of any security over any assets of the Borrower or any of its subsidiaries,
- (b) the Sale and Purchase Agreement is terminated, expires or otherwise ceases to be in full force and effect or any material breach of the Sale and Purchase Agreement occurs;
- (c) any of the representations or warranties in the Facility Agreement ceases to be true, accurate and not misleading;
- (d) the Borrower is not in compliance in all respects with the undertakings in the Facility Agreement;
- (e) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower or any of its subsidiaries;
- (f) any authorisation required for the Borrower or any of its subsidiaries to carry on their respective business under applicable laws, regulations or other rules is cancelled, revoked or made subject to conditions unacceptable to the Lender or, on the expiry of any of the foregoing authorisations, such authorisation cannot be renewed for any reason; or
- (g) anything analogous to any of the events specified in paragraphs (a) to (f) above occur under the laws of any applicable jurisdiction,

then upon the written demand of the Lender to the Borrower, the Facility shall become due and payable in whole and the Borrower must repay the whole of the outstanding balance of the Facility immediately to the Lender.

Conditions

Drawdown of the Facility is conditional upon the satisfaction, or waiver by the Lender, of each of the Conditions below:

- (a) the passing by the Shareholders in the SGM, or other general meetings of the Shareholders of
 - (i) a resolution to approve the Sale and Purchase Agreement and all transactions contemplated thereunder;
 - (ii) a resolution to approve the Placing Agreement and all transactions contemplated thereunder; and
 - (iii) a resolution to approve the Facility Agreement and all transactions contemplated thereunder,
- (b) no event or circumstance described under the paragraph headed “Automatic acceleration” in this announcement having occurred.

If a Condition has not been satisfied or waived by noon on 30 April 2011, or such later date as the Lender may agree, the Facility Agreement automatically terminates.

REASONS FOR PROVISION OF THE FACILITY

The terms of the Facility Agreement, including the interest rate applicable, were agreed by the parties after arm’s length negotiations having taken into account the prevailing market interest rates and practices. The Board considers that the interest rate under the Facility Agreement is favourable to the Group and the arrangements contemplated under the Facility Agreement allow the Group to generate revenues and good short term profits.

In addition, Sun Materials has imminent needs for funding its capital expenditure in respect of the expansion of its polycrystalline silicon production capacity in Taiwan to meet its anticipated demand for 2012. The completion of the Placing and the Sale and Purchase Agreement are subject to the satisfaction of certain conditions and are expected to take place towards the end or after the second quarter of 2011. The Board considers the Facility to be an appropriate means to allow Sun Materials to meet its near term capital needs in the interim. The Facility, if granted, will ultimately be used by Sun Materials solely to fund capital expenditure for its expansion plan. If the transactions contemplated under the Sale and Purchase Agreement proceed, the Company will indirectly own 50.1% of the equity interest in Sun Materials and such expansion by Sun Material will be beneficial for the Group. In such event, it is expected that the Borrower, a subsidiary of the Company, will have access to more sources of financing, including but not limited to intra-group loan facilities from the Company.

Based on the above, the Board considers that the terms of the Facility Agreement and the transactions contemplated therein are fair and reasonable and in the interests of the Group and the Shareholders as a whole.

LISTING RULES REQUIREMENTS

The provision of the Facility under the Facility Agreement constitutes (i) an advance to an entity under Rule 13.13 of the Listing Rules as such advance exceeds 8% under the asset ratio as defined under Rule 14.07 of the Listing Rules and (ii) a major transaction of the Company under Chapter 14 of the Listing Rules as one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Facility exceed 25% but is below 100%. Pursuant to the requirements of the Listing Rules, the Facility is subject to the reporting, announcement and Shareholders' approval requirements.

It is intended that the Facility will be proposed for Shareholders' approval at the SGM to be held for approval of, among other things, the Sale and Purchase Agreement and the Acquisition. As stated in the Company's announcement of 4 March 2011, the circular in relation to the matters to be approved at such SGM will be despatched to the Shareholders no later than 31 March 2011.

GENERAL

The Lender

Mascotte Holdings Limited, is a company incorporated in Bermuda as an exempted company with limited liability, the Shares of which have been listed on the Main Board of the Stock Exchange since 1997. The Group is engaged in the business of, among other things, the trading of investments, loan financing, property investment and the manufacturing of computer, photographic, video, phone and solar powered multi-media bags and accessories. The Group implemented a diversification strategy aimed at identifying suitable investment opportunities and wishes to expand its involvement in the renewable energy market.

The Borrower

Sun Mass Energy Limited (formerly known as Trifecta International Incorporated), a company incorporated with limited liability in the BVI. Its principal business is investment holding and it is the sole shareholder of Lution which owns the 100% of the issued shares of Sun Materials. Upon completion of the acquisition contemplated under the Sale and Purchase Agreement (if proceeds), the Company will indirectly own 50.1% of the issued shares of Sun Materials.

Sun Materials is a limited liability company incorporated in Taiwan and its principal business is the manufacture of solar grade polycrystalline silicon. As announced on 3 August 2010 and 19 January 2011, Sun Materials developed a new and innovative technology and patented in the USA, Europe, Japan, Taiwan and China the key production reactor for such technology, with a view to significantly reduce the plant production costs, production costs, production hazards and adverse environmental effects of manufacturing solar grade polycrystalline silicon.

DEFINITIONS

“Acquisition”	the purchase of the Sale Shares by the Company pursuant to the terms of the Sale and Purchase Agreement
“Availability Period”	the period of three (3) months commencing on the date on which the last in time of the Conditions to be satisfied, or waived in accordance with the Facility Agreement, is first satisfied or waived
“Board”	the board of Directors
“Borrower”	Sun Mass Energy Limited (formerly known as Trifecta International Incorporated), a company incorporated with limited liability in the BVI and the sole shareholder of Lution
“Business Day”	a day (except a Saturday or Sunday) on which banks are generally open for business in Hong Kong
“Company” or “Lender”	Mascotte Holdings Limited, a company incorporated in Bermuda, the shares of which are listed on the main board of the Stock Exchange
“Completion”	completion of the acquisition of 50.1% of the issued shares of the Borrower in accordance with the Sale and Purchase Agreement
“Conditions”	each of the conditions set out under the paragraphs headed “Conditions” in this announcement
“connected person”	has the meaning ascribed to it under the Listing Rules
“Directors”	directors of the Company
“Facility”	the US\$50 million facility from the Lender to the Borrower pursuant to the terms of the Facility Agreement
“Facility Agreement”	the facility agreement between the Lender and the Borrower in relation to a facility of up to US\$50 million dated 7 March 2011
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Lution”	Lution International Holdings Co., Ltd (祿訊國際股份有限公司), a company incorporated with limited liability in Taiwan and the sole shareholder of Sun Materials

“Placing”	the placing of the placing shares and convertible bonds of the Company in accordance with the Placing Agreement
“Placing Agreement”	the placing agreement between Deutsche Bank AG, Hong Kong Branch, as placing agent, and the Company dated 17 January 2011 for the Placing, as varied and supplemented by the supplemental agreement between the parties thereto on 11 February 2011
“Sale and Purchase Agreement”	the agreement dated 31 December 2010 and entered into between the Lender, Quinella International Incorporated, Hsieh Cheng Lu (謝正陸) and Wu Yi-Shuen (吳以舜) in relation to the acquisition of 50.1% of the issued shares of the Borrower, as may be amended or supplemented from time to time
“SGM”	special general meeting of the Company to be convened to approve, among other things, the Sale and Purchase Agreement, the Acquisition, the Placing Agreement and the grant of the Facility
“Shareholder(s)”	holder(s) of the Shares
“Signing Date”	7 March 2011, being the date on which the Company and the Borrower entered into the Facility Agreement
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Sun Materials”	Sun Materials Technology Co., Ltd. (山陽科技股份有限公司), a company incorporated with limited liability in Taiwan and wholly-owned by Lution

By order of the Board
Mascotte Holdings Limited
Lo Yuen Wa Peter
Acting Chief Executive Officer

Hong Kong, 7 March 2011

As at the date of this announcement, the Executive Directors of the Company are Mr. Peter Temple Whitelam (Chairman), Mr. Lo Yuen Wa Peter (Acting Chief Executive Officer), Mr. Lam Suk Ping, Ms. Song Jiajia and Mr. Eddie Woo; the non-executive Director of the Company is Dr. Chuang, Henry Yueheng (Deputy-Chairman); and the Independent Non-executive Directors of the Company are Mr. Frank H. Miu, Dr. Agustin V. Que, Mr. Robert James Iaia II and Dr. Chien, Yung Nelly.