

Postponement of Extraordinary General Meeting:

The Management Board of Schramm Holding AG has resolved on 6 September 2011 that the Extraordinary General Meeting originally scheduled for 21 September 2011 will be postponed to 7 October 2011. The postponement of the General Meeting was necessary due to Hong Kong regulatory requirements.



SCHRAMM HOLDING AG

星亮控股股份有限公司*

(A joint stock company incorporated under the laws of Germany)

(Stock Code: 955)

ISIN: DE000A0L1JZ7

**Invitation to and Notice of the Extraordinary General Meeting of
Schramm Holding AG**

Offenbach/Main (Germany)

We hereby invite our shareholders to the

Extraordinary General Meeting

which will be held

at 9:00 a.m. (Central European Summer Time) on Friday, 7 October 2011

in the conference room of Norton Rose LLP at Theatinerstrasse 11, 80333 Munich, Germany

and will be broadcasted by video screen and can be viewed live at Fountains Room 1–2, LG/F, Hotel Nikko Hongkong, 72 Moody Road, Tsimshatsui East, Kowloon, Hong Kong at 3:00 p.m. (Hong Kong time) on Friday, 7 October 2011.

* *for identification purposes only*

Agenda

1. Resolution on the acquisition of SSCP's Korean coating business by Salvador AG by entering into the Sale and Purchase Agreement of the Coatings Business of SSCP Co., Ltd.

On 24 June 2011, AkzoNobel N.V. and SSCP Co. Ltd. ("SSCP") entered into the Agreement relating to the purchase of the Coatings Business of SSCP Co. Ltd. in relation to the envisaged acquisition of SSCP's Korean coating business by AkzoNobel Industrial Coatings Korea Ltd., a wholly-owned subsidiary of AkzoNobel N.V. According to the Agreement relating to the purchase of the Coatings Business of SSCP Co. Ltd. the acquisition of SSCP's Korean coating business shall be subject to a Sale and Purchase Agreement of the Coatings Business of SSCP Co., Ltd. to be entered into by the parties at a later stage. Accordingly, the parties have entered into the Sale and Purchase Agreement of the Coatings Business of SSCP Co., Ltd. dated 16 August 2011 relating to the sale and purchase of SSCP's Korean coating business, conditional upon, amongst other things, the execution of the: (i) Transitional Services Agreement; (ii) Intellectual Property Agreement; (iii) Jinyoung Site Ownership and & Lease Agreement; (iv) Termination Agreement; (v) Ansan 1 Site Lease Agreement; (vi) Ansan 2 Site Lease Agreement and (vii) Master Purchase Agreement.

On 30 June 2011, AkzoNobel N.V., Salvador AG and Schramm Holding AG (the "Company") announced a pre-conditional voluntary conditional cash offer (the "Joint Announcement") regarding the proposed acquisition of all issued shares in the Company. According to the Joint Announcement the approval by the remaining shareholders of the Company with regard to the above agreements is one of the "conditions of the Offer". They further constitute special deals under Rule 25 of the Hong Kong Code on Takeovers and Merger (the "Takeovers Code") requiring the consent of the Executive of the SFC which will be granted subject to, inter alia, the approval of those agreements by the remaining shareholders by way of a poll at the general meeting of the Company.

Therefore, the Management and Supervisory Board have resolved to submit the Agreement relating to the purchase of the Coatings Business of SSCP Co. Ltd. dated 24 June 2011, the Sale and Purchase Agreement of the Coatings Business of SSCP Co., Ltd. dated 16 August 2011 and all transactions contemplated under these agreements to the General Meeting for obtaining its approval. All agreements are available for inspection at the premises of the Company and will be provided upon request.

Management Board and Supervisory Board propose to put the following resolution for shareholders' approval:

"That the terms and conditions of the Agreement relating to the purchase of the Coatings Business of SSCP Co. Ltd. dated 24 June 2011 and the Sale and Purchase Agreement of the Coatings Business of SSCP Co., Ltd. dated 16 August 2011 entered into by SSCP and AkzoNobel N.V., or one of its subsidiaries, and all transactions contemplated under these agreements (including the Transitional Services Agreement,

Intellectual Property Agreement, Jinyoung Site Ownership and & Lease Agreement, Termination Agreement, Ansan 1 Site Lease Agreement, Ansan 2 Site Lease Agreement and Master Purchase Agreement), which constitute special deals under Rule 25 of the Takeovers Code, are hereby approved, confirmed and ratified.”

2. Resolution on the entering into the Re-enforced existing continuing connected transactions (Re-enforced CCT Arrangements)

On 24 June 2011, SSCP, SSCP Holdings (Hong Kong) Ltd., Humble Humanity Ltd., Salvador AG and AkzoNobel N.V. entered into an Irrevocable Undertaking pursuant to which SSCP, SSCP Holdings (Hong Kong) Ltd. and Humble Humanity Ltd. undertook to sell and transfer their shares in the Company under certain conditions to Salvador AG, a wholly-owned subsidiary of AkzoNobel N.V. (the “IU”). Under the terms of the IU, SSCP agreed to be bound by Re-enforced CCT Arrangements pursuant to which certain agreements will be entered into by and between SSCP and the Company to replace Existing CCT Arrangements after the acquisition of the Company by Salvador AG. The Re-enforced CCT Arrangements consist of: (i) New Master Purchase Agreement; (ii) New Toll Manufacturing and Service Agreement; (iii) New Technology User Rights Agreement; and (iv) New Technical Services Agreement and are summarised as below:

(a) New Master Purchase Agreement

- Parties:** SSCP and the Company
- Term:** Three years which shall extend automatically by further terms of one year upon expiry of the first three-year term unless terminated by either party (subject to the satisfaction of the conditions as set out in the New Master Purchase Agreement)
- Principal Terms:**
- (i) SSCP and the Company intend to replace the existing Master Purchase Agreement dated 9 May 2011 (Existing Master Purchase Agreement) with the New Master Purchase Agreement.
 - (ii) The Company sources certain raw materials, intermediate goods and commodities from SSCP.

(iii) Until 31 December 2011, the prices of the raw materials, intermediary goods and commodities shall follow those set out in the Existing Master Purchase Agreement, i.e. determined on an arm's length negotiation, at the lower of the prices offered by independent third parties and SSCP's acquisition costs plus a maximum margin of 10%. After 31 December 2011, the price shall be agreed between SSCP and the Company anew for each calendar year. Any adjustment of the price shall be dependent on the price development of raw materials relating to a basket consisting of the top five (with regard to value) raw materials needed for the manufacturing of the products classes 'solvents', 'resins' and 'pigments' and in any event not exceeding the lowest price that SSCP offered to other customers at the same time for the same product and for comparable volumes and adjusted for currency differences.

(b) New Toll Manufacturing Agreement

Parties: SSCP and the Company

Term: Three years which shall extend automatically by further terms of one year upon expiry of the first three-year term unless terminated by either party (subject to the satisfaction of the conditions as set out in the New Toll Manufacturing Agreement)

Principal Terms:

- (i) SSCP and the Company intend to replace the existing Toll Manufacturing Agreement dated 9 May 2011 (Existing Toll Manufacturing Agreement) with the New Toll Manufacturing Agreement.
- (ii) The Company shall be entitled to request and SSCP shall be obliged upon request to manufacture and sell coating products (including but not limited to automotive products) to the Company.

- (iii) Until 31 December 2011, the prices of the coating products supplied by SSCP to the Company shall follow those set out in the Existing Toll Manufacturing Agreement and the letter of Mr. Oh dated 11 April 2011. After 31 December 2011, the price shall be agreed between SSCP and the Company anew for each calendar year. Any adjustment of the price shall be dependent on the price development of raw materials relating to a basket of the top five (with regard to value) raw materials needed for the manufacturing of the products classes 'solvents', 'resins' and 'pigments' and in any event not exceeding the lowest price that SSCP offered to other customers at the same time for the same product and for comparable volumes and adjusted for currency differences.

(c) New Technology User Rights Agreement

- Parties:** SSCP and the Company
- Term:** The New Technology User Rights Agreement shall come into effect from the Transfer Date and shall continue for an indefinite period.
- Principal Terms:**
- (i) SSCP and the Company intend to replace the existing technology user rights agreement dated 10 March 2009 with the New Technology User Rights Agreement from the Transfer Date.
 - (ii) SSCP agrees to provide the Technology User Rights and use of and access to all related technology and information, which is based on and flanked by rights and know-how, exclusively to the Company.
 - (iii) SSCP agrees to provide the Company access (including sending copies and scans by emails in order to allow working with such information at the premises of the Company) to all research documentations, tabulations, experimental reports and any other working results and materials necessary for the Company to use and access the Technology User Rights.

- (iv) If SSCP for whatever reason ceases to provide use of and access to the Technology User Rights, the Company shall have the right to, at its own discretion, require SSCP to further provide the use of and access to the Technology User Rights or to require SSCP to transfer the respective assets and/or underlying intellectual property rights to the Company on a no-cost basis, in order to allow the Company to continue its business in a proper way.

Consideration: The right of use and exploitation of all technology, material and Technology User Right is granted free of charge so far as such rights are under control or property of SSCP.

(d) New Technical Services Agreement

Parties: SSCP and the Company

Term: The New Technical Service Agreement shall come into effect from the Transfer Date for at a term of three years.

- Principal Terms:**
- (i) The New Technical Service Agreement shall supersede all prior communications or agreements, written or oral entered into between SSCP and the Company, including existing licenses agreements dated 10 December 2009 (“Existing Licence Agreements”).
 - (ii) SSCP shall provide technical and development services for the Coating Business through its manufacturing and development and automotive development centres in Korea.
 - (iii) SSCP shall grant the Company the right free of charge to use the software licences and IT solution of the “SAP” program mentioned in the New Technical Service Agreement and the data within it employed by SSCP and/or its subsidiaries for the sole purpose of transferring data relating to the Coating Business out of such SAP system.
 - (iv) SSCP shall transfer at its own cost data relating to the Coating Business out of such SAP system to a system specified by AkzoNobel N.V.

As SSCP, SSCP Holdings (Hong Kong) Ltd. and Humble Humanity Ltd. will cease to be shareholders of the Company immediately after the Closing Date, the Re-enforced CCT Arrangements would serve to protect the businesses of the Company after completion of the Offer. All agreements are available for inspection at the premises of the Company and will be provided upon request.

Therefore, the Management Board of the Company has resolved pursuant to section 119 para. 2 German Stock Corporation Act to submit the New Master Purchase Agreement, New Toll Manufacturing and Service Agreement, Technology User Rights Agreement and New Technical Services Agreement to the EGM, and the Management Board and the Supervisory Board propose to put forward the following resolution for shareholders' approval:

“That the terms and conditions of the New Master Purchase Agreement, New Toll Manufacturing and Service Agreement, Technology User Rights Agreement and New Technical Services Agreement entered into by SSCP and Schramm Holding AG and all transactions contemplated under these Agreements, which constitute special deals under Rule 25 of the Takeovers Code, are hereby approved, confirmed and ratified.”

3. Resolution on the entering of the Disposal Agreement to effect the Carve-out Arrangement

Under the terms of the Irrevocable Undertaking, SSCP agrees to cause the Company to enter into the Carve-out Arrangement, pursuant to which SSCP causes the Company to sell its Non-Coating Business prior to the Transfer Date. Hence, Schramm Hong Kong Co., Ltd., a wholly-owned subsidiary of the Company, and Ecoyarn Co., Ltd. entered into the Disposal Agreement to effect the Carve-out Arrangement. The Disposal Agreement is summarised as follows:

Parties: Schramm Hong Kong Co., Ltd. and Ecoyarn Co., Ltd.

Principal Terms: (i) Schramm Hong Kong Co., Ltd. shall sell to Ecoyarn Co., Ltd. and Ecoyarn Co., Ltd. shall buy from Schramm Hong Kong Co., Ltd. all issued and outstanding registered shares in Bravo Capital Group Ltd. which has an authorized capital of USD50,000.00 and is a wholly owned subsidiary of Schramm Hong Kong Co., Ltd.

(ii) Bravo Capital Group Ltd. is the holding entity of Lumii Tech, a stock corporation incorporated under the Law of State of Maine, USA. Lumii Tech is a company which is involved in the development of non-coatings related business of the Company. A loan amounting to a total sum of USD500,000.00 was provided by Schramm Hong Kong Co. Ltd. to Bravo Capital Group Ltd. for its investment into Lumii Tech.

(iii) Schramm Hong Kong Co., Ltd. agrees to assign this loan to Ecoyarn Co. Ltd.

Purchase Price: The consideration for the share transfer amounts to USD500,000.00 (including the loan).

The Disposal Agreement is available for inspection at the premises of the Company and will be provided upon request.

The Board has resolved pursuant to section 119 para. 2 German Stock Corporation Act to submit the Disposal Agreement to the EGM for its approval, and the Board and the Supervisory Board propose to put forward the following resolution for shareholders' approval:

“That the terms and conditions of the Disposal Agreement entered into by Schramm Hong Kong Co. Ltd. and Ecoyarn Co. Ltd., and all transactions contemplated under the Disposal Agreement are hereby approved, confirmed and ratified.”

4. Resolution on the entering of the KC Transaction

The term of the service agreement between Mr. Kyung Seok Chae (“Mr. Chae”), member of the Management Board of the Company, and the Company was extended for two more years as agreed between Mr. Chae, Mr. Jung Hyun Oh (“Mr. Oh”) and the controlling shareholders by way of settlement agreement dated 17 June 2011 and by way of approval by the shareholders in the annual general meeting of the Company held on 30 June 2011.

Under the service agreement with Mr. Chae, the Company was required to make compensations to Mr. Chae if there was a sale of the Company. The Offer made by Salvador AG regarding the acquisition of all the issued shares in the Company would constitute such a sale of the Company for the above purpose. Details of the compensation mechanism of the original service agreements of Mr. Chae have been disclosed in the Prospectus of the Company dated 15 December 2009, and circulars of the Company dated 23 July 2010 and 30 May 2011, respectively.

In order to reduce the compensation obligations of the Company against Mr. Chae as set out above Mr. Chae has entered into a settlement agreement with (i.a.) the Company and the controlling shareholders pursuant to which Mr. Chae agrees to waive and forfeit his right to receive payments arising from a sale of the Company subject to the payment of a lump sum gross payment of EUR3.5 million being paid to Mr. Chae by the Company.

The extension arrangement relating to the extension of Mr. Chae's service agreement and the settlement agreement dated 17 June 2011 (i.e. the KC Transaction) constitutes a special deal under Rule 25 of the Takeovers Code and therefore requires the consent of the Executive.

The relevant documents are available for inspection at the premises of the Company and will be provided upon request.

The Management Board and Supervisory Board have resolved to submit the KC Transaction to the EGM for its approval, and propose to put the following resolution for shareholders' approval:

“That the terms and conditions of the KC Transaction, and all transactions contemplated under the KC Transaction, which constitutes a special deal under Rule 25 of the Takeovers Code, are hereby approved, confirmed and ratified.”

Actual Extraordinary General Meeting in Munich with live video screen broadcast to Hong Kong

The Extraordinary General Meeting will actually be held in the conference room of Norton Rose LLP at Theatinerstrasse 11, 80333 Munich, Germany at 9:00 a.m. (Central European Summer Time) on Friday, 7 October, 2011. It will be broadcasted live by video screen and can be viewed at Fountains Room 1–2, LG/F, Hotel Nikko Hongkong, 72 Moody Road, Tsimshatsui East, Kowloon, Hong Kong at 3:00 p.m. (Hong Kong time) on Friday, 7 October, 2011.

The Extraordinary General Meeting will be conducted in English.

Shareholders or other persons attending the Extraordinary General Meeting to be held in Munich, Germany shall be responsible for their own travel and accommodation expenses.

Participation requirements

Only those shareholders are entitled to attend and vote at the Extraordinary General Meeting who are registered as shareholders of Schramm Holding AG in the share register **on the end of 4 October, 2011.**

The share register will be closed from 4 October, 2011 to 7 October, 2011, both days inclusive, during which period no transfer of shares will be effected and no applications for transfer of shares will be accepted. Hence, transactions of shares made during this period of time do not impact the entitlement to attend the Extraordinary General Meeting.

The share register will re-open immediately after the end of the Extraordinary General Meeting to process the respective transfer of shares.

A registration prior to the Extraordinary General Meeting is not required.

If a custodian (such as a bank) is registered in the share register, the custodian is not entitled to vote such shares not owned by it unless it has the respective shareholder's authority.

Voting and voting by proxy

Those shareholders who are physically present at the actual Extraordinary General Meeting in Munich or at the venue in Hong Kong in which the Extraordinary General Meeting is broadcasted live by video screen are entitled to vote in person.

Shareholders who do not participate in person at the Extraordinary General Meeting in Munich nor view the Extraordinary General Meeting at the Hong Kong venue may exercise their voting right via an authorised representative, e.g. a credit institution, a shareholder association, a proxyholder nominated by Schramm Holding AG or any other authorised third party. Only those shareholders who are entitled to attend and vote at the Extraordinary General Meeting and whose names appear on the register of members of Schramm Holding AG on 4 October, 2011 are entitled to appoint proxies who attend and vote in their stead.

The assignment of a proxy, its revocation and the proof of a proxy towards Schramm Holding AG must be in text form, if neither a credit institution, nor a shareholder association nor any other institution or person which is correspondingly treated pursuant to section 135 (8) and (10) German Stock Corporation Act are assigned as proxy.

If voting proxies are assigned to credit institutions or institutions or companies treated correspondingly (sections 135 (10), 125 (5) German Stock Corporation Act) as well as shareholder associations or persons pursuant to section 135 (8) and (10) German Stock Corporation Act, there is no text form requirement, but the proxy declaration has to be recorded in a verifiable manner; it also has to be complete and may only contain declarations which are connected with the exercise of the votes. We therefore kindly ask the shareholders who wish to assign a proxy to a credit institution, a shareholder association or any other institute, company or persons which are treated correspondingly pursuant to section 135 German Stock Corporation Act to arrange themselves with the intended proxyholder about the formal requirements of the proxy.

Proofs regarding the appointment of a proxyholder can be transferred electronically to the following e-mail address of Schramm Holding AG:

info@schramm-holding.de

Schramm Holding AG offers the shareholders the option to exercise their voting rights via proxyholders nominated by Schramm Holding AG. The proxyholders nominated by Schramm Holding AG have to be granted a proxy form with explicit and clear instructions for the relevant cast of the vote. The proxyholders nominated by Schramm Holding AG are obligated to cast the relevant vote according to the instruction as set out in the proxy form. They are not allowed to cast the vote in their sole discretion. In case an instruction to any of the items of the agenda has not or not explicitly been made the proxyholders nominated by Schramm Holding AG are insofar not allowed to and hence will not cast the relevant vote.

If the proxyholders are not the persons nominated by Schramm Holding AG, nor credit institution(s) (as defined in section 135 German Stock Corporation Act), nor professional agent(s) (as defined in section 135 German Stock Corporation Act), the failure to give clear instructions as to how to cast the vote(s) will entitle the proxyholders to cast the vote(s) at their discretion.

The delivery of a proxy form shall not preclude a shareholder from attending the Extraordinary General Meeting and voting in person. For clarification purposes, the shareholder should revoke the proxy towards the proxyholder and Schramm Holding AG and achieve a return of the proxy form.

The document to be used for assigning a proxy and giving voting instructions to the proxyholders nominated by Schramm Holding AG as well as to any other proxyholder apart from credit institutions or institutions or companies treated correspondingly (sections 135 (10), 125 (5) German Stock Corporation Act) as well as shareholder associations or persons pursuant to section 135 (8) and (10) German Stock Corporation Act is enclosed to this invitation and is also available on the homepage of Schramm Holding AG under

www.schramm-holding.com/en_generalmeeting2011.html

and the website of the Stock Exchange of Hong Kong Limited at www.hkexnews.hk.

The proof regarding the assignment of any of the above described proxies as well as the relevant voting instructions with regard to the relevant items of the agenda to the proxyholders nominated by Schramm Holding AG, shall be received **not later than on 6 October 2011 at 9:00 a.m. (Central European Summer Time) or 3:00 p.m. (Hong Kong time)** by

Computershare Hong Kong Investor Services Limited
17M Floor, Hopewell Centre
183 Queen's Road East
Wan Chai
Hong Kong

or sent by Email to:

info@schramm-holding.de

Otherwise the proxy and the instructions to the proxyholders nominated by Schramm Holding AG cannot be considered.

Right of the shareholders to request supplementary motions to the agenda (section 122(2) German Stock Corporation Act)

Shareholders, whose combined shares amount in aggregate to one-twentieth of the share capital (**corresponds to €995,250**) or represent an amount of the share capital corresponding to €500,000 may demand according to section 122(2) German Stock Corporation Act in writing that items are to be put on the agenda of the Extraordinary General Meeting and to

be published; such demand shall be addressed to the Management Board. Each new item on the agenda shall be accompanied by an explanation or a draft proposal for a resolution. The applicants shall prove that they have been shareholders of Schramm Holding AG for at least three months before the day of the Extraordinary General Meeting, **i.e. since 7 July, 2011**, and that they will hold the shares until a decision has been made on the request for a supplementary motion. The request must be received by Schramm Holding AG by no later than 30 days prior to the Extraordinary General Meeting; the day of receipt and the day of the Extraordinary General Meeting shall not be included in the calculation. Hence, last possible day for the receipt of the request for a supplementary motion is **Tuesday, 6 September, 2011, at 12:00 a.m. (Central European Summer Time)/Wednesday, 7 September, 2011, at 6:00 a.m. (Hong Kong time)**.

Further explanations to the shareholder rights pursuant to section 122 (2) German Stock Corporation Act are available on the website of Schramm Holding AG at

www.schramm-holding.com/en_generalmeeting2011.html

Shareholders' rights to announce motions and proposals for the election (sections 126(1), 127 German Stock Corporation Act)

According to section 126 (1) German Stock Corporation Act motions by shareholders together with the shareholder's name, the grounds and any position taken by the Management Board and/or Supervisory Board shall be made available to the persons entitled pursuant to section 125 (1) to (3) German Stock Corporation Act under the requirements stated therein if at least 14 days prior to the Extraordinary General Meeting, **i.e. at the latest on the 22 September 2011, 12:00 a.m. (Central European Summer Time) or 23 September 2011, 6:00 a.m. (Hong Kong time)**, the shareholder sends a counter motion with its grounds to a proposal of the Management Board and Supervisory Board as to an item of the agenda to the address indicated in the invitation convening the Extraordinary General Meeting (see further below). The day of receipt and the day of the Extraordinary General Meeting shall not be taken into account. A counter motion and its grounds do not need to be made available, if the requirements according to section 126(2) German Stock Corporation Act have been met. According to section 127 German Stock Corporation Act section 126 German Stock Corporation Act shall apply analogously with regard to the proposal of a shareholder for the election of the members of the Supervisory Board or the appointment of the auditor. It is not necessary to include grounds for the proposal. The Management Board is not obliged to make the proposal for the election available if the proposal does not contain the information according to section 124(3) sentence 3 German Stock Corporation Act and section 125(1) sentence 5 German Stock Corporation Act.

Shareholders' motions and proposals for the election shall be addressed to the following address:

Schramm Holding AG
Kettelerstraße 100
63075 Offenbach/Main
Fax: +49 69 8603 229

Motions and proposals for elections which have been addressed elsewhere will not be considered. Such motions and proposals for elections which have been addressed to this address in time, i.e. which Schramm Holding AG has received at the latest until **22 September 2011 at 12:00 a.m. (Central European Summer Time) or 23 September 2011, at 6:00 a.m. (Hong Kong time)** will be immediately made available endorsed with a possible comment by the Management Board and/or Supervisory Board according to the statutory provisions on Schramm Holding AG's website as follows:

www.schramm-holding.com/en_generalmeeting2011.html

Further explanations to the shareholder rights pursuant to sections 126 (1), 127 German Stock Corporation Act are available on the website of Schramm Holding AG at

www.schramm-holding.com/en_generalmeeting2011.html

Shareholders' right to information at the Extraordinary General Meeting (section 131(1) German Stock Corporation Act)

Each shareholder shall upon request be provided with information at the Extraordinary General Meeting by the Management Board regarding Schramm Holding AG's affairs to the extent such information is necessary to permit a proper evaluation of the relevant item on the agenda. The obligation to provide information shall also cover Schramm Holding AG's legal and business relations with any affiliated enterprise. If Schramm Holding AG makes use of the simplified procedure pursuant to section 266 (1) sentence 3, section 276 or section 288 German Commercial Code, each shareholder may request at the Extraordinary General Meeting that the annual financial statements be presented to him at the Extraordinary General Meeting on such annual financial statements in the form which would have been used if such provisions on simplified procedure were not applied. A parent enterprise's (section 290 (1) and (2) German Commercial Code) Management Board's obligation to inform the shareholders at the Extraordinary General Meeting that considers the consolidated financial statement and consolidated management report shall extend to the situation of the group and the enterprises included in the consolidated financial statement.

Further explanations to the shareholder rights pursuant to section 131 (1) German Stock Corporation Act are available on the website of Schramm Holding AG at

www.schramm-holding.com/en_generalmeeting2011.html.

Total number of shares and voting rights at the time of the convention of the Extraordinary General Meeting

At the time of the publication of the convention of the Extraordinary General Meeting in the German Federal Electronic Gazette the share capital of Schramm Holding AG amounts to EUR19,905,000.00 and is divided in 19,905,000 par value shares with the nominal value of EUR1.00 each. The shares are registered shares. Each share confers the shareholders with one vote (section 16(1) Articles of Association). Therefore, the total number of votes in Schramm Holding AG at the time of the publication of the convention of the Extraordinary

General Meeting in the German Federal Electronic Gazette amounts to 19,905,000. To Schramm Holding AG's knowledge no voting right will be extinguished at the time of the convention of the Extraordinary General Meeting.

Publication on the website of Schramm Holding AG

Immediately after the convention of the Extraordinary General Meeting its content, the above mentioned documents as well as the total number of shares and voting rights at the time of the convention of the Extraordinary General Meeting as well as any other information according to section 124a German Stock Corporation Act shall be made available on Schramm Holding AG's website as follows:

www.schramm-holding.com/en_generalmeeting2011.html

After the Extraordinary General Meeting the voting results will be published on the same website. The documents which have to be made accessible will also be available during the Extraordinary General Meeting on 7 October, 2011.

Further, the invitation to the Extraordinary General Meeting was published in the electronic Federal Gazette on 6 September, 2011 and on the website of the Stock Exchange of Hong Kong Limited under www.hkexnews.hk and transmitted to such media for publication, regarding which it can be assumed that they disseminate the information throughout the European Union.

Only the German version of this invitation is relevant. The English and Chinese translation serves for information purposes only.

Offenbach/Main, in September 2011

Schramm Holding AG

— **Management Board** —

Schramm Holding AG
Kettelerstraße 100
63075 Offenbach/Main
Tel: +49 69 8603-0
Fax: +49 69 8603 229

As at the date of this document, the members of the Management Board of Schramm Holding AG are Mr. Peter BRENNER, Mr. Kyung Seok CHAE and Dr. Sung Su HAN; the members of the Supervisory Board of Schramm Holding AG are Mr. Jung Hyun OH, Mr. Jeong Ghi KOO, Mr. Min Koo SOHN, Mr. Bang Seon KO, Mr. Choong Min LEE and Mr. Kiyong SHIN (whereas the last-mentioned three members act out the function of an independent supervisor pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited).