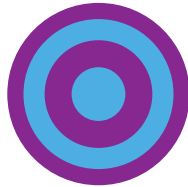


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## **MASCOTTE HOLDINGS LIMITED**

**馬斯葛集團有限公司\***

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 136)**

**(Stock Code of Warrants: 1493)**

### **NOTICE OF THE SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a Special General Meeting of Mascotte Holdings Limited (the "**Company**") will be held at 30/F., China United Centre, 28 Marble Road, North Point, Hong Kong on Thursday, 15 October 2015 at 9:30 a.m. for the purpose of considering and, if thought fit, passing (with or without modifications) the following resolutions:

#### **SPECIAL RESOLUTIONS**

Words and expressions that are not expressly defined in this notice shall bear the same meaning as those defined in the circular dated 21 September 2015 issued by the Company (the "**Circular**").

1. **"THAT** subject to and conditional upon: (i) the passing of ordinary resolution numbered 3 below; (ii) the compliance by the Company with the relevant legal procedures and requirements under the Companies Act 1981 of Bermuda (as amended) (the "**Act**") and the bye-laws of the Company to effect the Capital Reorganization (as defined below), the Share Consolidation (as defined below) and the Capital Reduction (as defined below); and (iii) The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Adjusted Shares (as defined below) arising from the Capital Reorganization (as defined below) and the Consolidated Shares (as defined below) arising from the Share Consolidation (as defined below):
  - (a) with effect from the first business day immediately following the date on which this resolution is passed: (i) the par value of each of the then issued existing shares of HK\$0.01 of the Company (the "**Existing Shares**") be and is hereby reduced from HK\$0.01 each to HK\$0.001 each (the "**Adjusted Shares**") by cancelling the capital paid up thereon to the extent of HK\$0.009 on each of the then issued Existing Shares (the "**Par Value Capital Reduction**"); and (ii) each of the then authorised but unissued Existing Shares of HK\$0.01 each (which shall include the authorised but unissued share capital arising from the Par Value Capital Reduction) be and is hereby subdivided into ten (10) Adjusted Shares of HK\$0.001 each (the "**Share Subdivision**", together with the Par Value Capital Reduction, the "**Capital Reorganization**");

\* *For identification purpose only*

- (b) subject to the Capital Reorganization and the Completion have become effective and with effect from the first business day immediately following the date of Completion: (i) every two (2) issued and unissued Adjusted Shares of HK\$0.001 each in the then share capital of the Company be consolidated (the "**Share Consolidation**") into one (1) share of HK\$0.002 each (the "**Consolidated Shares**"); and (ii) where applicable, the total number of Consolidated Shares in the then issued share capital of the Company immediately following the Share Consolidation will be rounded down to a whole number by cancelling any fraction in the then issued share capital of the Company arising from the Share Consolidation (the "**Share Consolidation Capital Reduction**", together with the Par Value Capital Reduction, the "**Capital Reduction**");
- (c) the credits arising from the Capital Reduction be transferred to the contributed surplus account of the Company within the meaning of the Act (the "**Contributed Surplus Account**") and the directors of the Company (the "**Directors**") be and are hereby authorised to use the amount then standing to the credit of the Contributed Surplus Account in any manner as may be permitted under the bye-laws in effect from time to time and all applicable laws including, without limitation, eliminating or setting off the accumulated losses of the Company which may arise from time to time and/or paying dividend and/or making any other distribution out of the Contributed Surplus Account from time to time without further authorisation from the shareholders of the Company and all such actions in relation thereto be approved, ratified and confirmed; and
- (d) the Directors be and are hereby authorised to do all such acts and things and execute all such documents on behalf of the Company, including under seal where applicable, as they may consider necessary or expedient to give effect to the Capital Reorganization, the Share Consolidation and the Capital Reduction and (where applicable) to aggregate all fractional Adjusted Shares and/or Consolidated Shares and sell them for the benefits of the Company."
2. "**THAT** subject to and conditional upon: (i) Completion; (ii) the enter of "HengTen Networks Group Limited" as the new English name and the enter of "恒騰網絡集團有限公司" as the new secondary name in Chinese of the Company on the register maintained by the Registrar of Companies in Bermuda; and (iii) the issue of a certificate of incorporation on change of name and a certificate of secondary name by the Registrar of Companies in Bermuda, the English name of the Company be and is hereby changed from "Mascotte Holdings Limited" to "HengTen Networks Group Limited" and a new secondary name in Chinese "恒騰網絡集團有限公司" be adopted as the new secondary name of the Company with effect from the date of registration as set out in the certificate of incorporation on change of name and the certificate of secondary name issued by the Registrar of Companies in Bermuda, and that the Directors be and are hereby authorized to do all such acts and things and to execute all documents (whether by hand, under seal or as a deed) as they consider necessary or expedient in connection with the implementation of or to give effect to the aforesaid change of the English name and adoption of the new secondary name in Chinese of the Company."

## ORDINARY RESOLUTIONS

3. "THAT subject to and conditional upon the passing of resolution numbered 1 above,
- (a) the Subscription Agreement entered into by the Company, the Guarantors and each of the Subscribers, a copy of which has been produced to the SGM and marked "A" and initialed by the chairman of the SGM for the purpose of identification, pursuant to which the Company has conditionally agreed to allot and issue, and the Subscribers agreed to subscribe for, at Completion, (i) such number of Subscription Shares representing 75.0% of the enlarged total issued share capital of the Company immediately after Completion at HK\$0.0061 per Share; and (ii) the New Warrants at an aggregate nominal consideration of HK\$2.00 with an initial exercise price equal to HK\$0.0061 per New Warrant Share (subject to adjustments) and all transactions contemplated thereunder be hereby approved, confirmed and ratified;
  - (b) the grant of the Specific Mandate to the Directors to exercise the powers of the Company to allot and issue the Subscription Shares at HK\$0.0061 per Share be and is hereby approved, and such Subscription Shares (upon issue) shall rank pari passu in all respects with the then existing issued Shares;
  - (c) the grant of the Specific Mandate to the Directors to issue (i) the New Warrants at an aggregate nominal consideration of HK\$2.00, carrying rights to subscribe for such number of New Warrant Shares which would bring the shareholding of the Subscribers back to 75.0% assuming the Existing Warrants are fully exercised immediately following Completion, at the initial exercise price of HK\$0.0061 per New Warrant Share (subject to adjustments) and shall be exercisable by the Subscribers at their discretion at any time during a period of five years commencing from the date of the issue of the New Warrants on terms and conditions set out in the New Warrant Instrument, a copy of which has been produced to the SGM and marked "B" and initialed by the chairman of the SGM for the purpose of identification; and (ii) the New Warrant Shares upon exercise of the rights attaching to the New Warrants, and such New Warrant Shares (upon issue) shall rank pari passu in all respects with the then existing issued Shares be and are hereby approved;
  - (d) the Carpark Management Systems Agreement, a copy of which has been produced to the SGM and marked "C" and initialed by the chairman of the SGM for the purpose of identification, entered into between the Purchaser and Guangdong Anjubao in relation to the purchase of certain carpark management systems and all transactions contemplated thereunder be hereby approved, confirmed and ratified;

- (e) the HP Server Systems Agreement, a copy of which has been produced to the SGM and marked "D" and initialed by the chairman of the SGM for the purpose of identification, entered into between the Purchaser and Guangzhou Kangkui in relation to the purchase of certain computer servers and all transactions contemplated thereunder be hereby approved, confirmed and ratified;
- (f) the NetApp Storage Systems Agreement, a copy of which has been produced to the SGM and marked "E" and initialed by the chairman of the SGM for the purpose of identification, entered into between the Purchaser and Guangzhou Gengheima in relation to the purchase of certain network storage systems and components and all transactions contemplated thereunder be hereby approved, confirmed and ratified;
- (g) the Data Backup Systems Agreement, a copy of which has been produced to the SGM and marked "F" and initialed by the chairman of the SGM for the purpose of identification, entered into between the Purchaser and Guangzhou Gengheima in relation to the purchase of certain network backup equipment and all transactions contemplated thereunder be hereby approved, confirmed and ratified;
- (h) the Network Systems Agreement, a copy of which has been produced to the SGM and marked "G" and initialed by the chairman of the SGM for the purpose of identification, entered into between the Purchaser and Gaowei Telecommunication in relation to the purchase of certain network components and all transactions contemplated thereunder be hereby approved, confirmed and ratified; and
- (i) any one Director be and is hereby authorized to do all such further acts and things and to sign and execute all such documents (whether by hand, under common seal or as a deed) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effect to the Subscription Agreement, the Specific Mandate, the New Warrant Instrument, the Carpark Management Systems Agreement, the HP Server Systems Agreement, the NetApp Storage Systems Agreement, the Data Backup Systems Agreement, the Network Systems Agreement and the transactions contemplated thereunder.

4. "THAT subject to and conditional upon the passing of resolutions numbered 1 and 3 above, the Whitewash Waiver granted or to be granted by the Executive be and is hereby approved and any one Director be and is hereby authorized to do all such further acts and things to sign and execute all such documents and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to any matters relating to or incidental to the Whitewash Waiver.
5. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Peng Jianjun be appointed as an executive Director.
6. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Liu Yongzhuo be appointed as an executive Director.
7. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Huang Xiangui be appointed as an executive Director.
8. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Zhuo Yueqiang be appointed as an executive Director.
9. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Chau Shing Yim, David be appointed as an independent non-executive Director.
10. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Nie Zhixin be appointed as an independent non-executive Director.
11. "THAT subject to and conditional upon (i) Completion and (ii) compliance with the Takeovers Code, Mr. Chen Haiquan be appointed as an independent non-executive Director.

By order of the Board  
**MASCOTTE HOLDINGS LIMITED**  
**Chung Yuk Lun**  
*Chairman*

Hong Kong, 21 September 2015

*Notes:*

- (1) As the Capital Reorganization, the Share Consolidation, the Subscription Agreement, the New Warrant Instrument, the Specific Mandate in relation to the Subscription, the Purchase Agreements and the respective transactions contemplated thereunder are all transactions related to each other forming one significant proposal (i.e. these transactions must take effect altogether or not at all), resolutions numbered 1 and 3 are inter-conditional on each other.
- (2) A member entitled to attend and vote at the Meeting is entitled to appoint one or, if he is the holder of two or more shares, more than one proxy to attend and vote instead of him/her/it. A proxy need not be a member.
- (3) A form of proxy for use at the Meeting is enclosed herewith.
- (4) In order to be valid, the form of proxy, together with any power of attorney or authority under which it is signed or a notarially certified copy of that power of attorney or authority, must be deposited with the branch share registrar and transfer office of the Company in Hong Kong, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjournment thereof.
- (5) Completion and return of the form of proxy will not preclude a shareholder of the Company from attending and voting in person at the Meeting convened or any adjournment thereof and in such event, the authority of the proxy shall be deemed to be revoked.
- (6) In the case of joint holders of a share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she/it was solely entitled thereto. If more than one of such joint holders are 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. 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.
- (7) For determining the entitlement to attend and vote at the Meeting, the register of members of the Company will be closed from 13 October 2015 to 15 October 2015 (both days inclusive), during which period no transfer of Shares will be registered. In order for a shareholder of the Company to be eligible to attend and vote at the Meeting, all transfer forms accompanied by the relevant share certificates must be lodged with the Company's branch registrar in Hong Kong, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, for registration not later than 4:30 p.m. on 12 October 2015,

In order for holders of Existing Warrants to be eligible to attend and vote at the Meeting in the capacity as shareholder of the Company, all subscription forms accompanied by the relevant warrant certificate and remittance for the relevant subscription monies must be lodged with the Company's branch share registrar in Hong Kong, Tricor Secretaries Limited of the above address for subscription not later than 4:30 p.m. on 30 September 2015.

- (8) As at the date hereof, the executive directors of the Company are Mr. Chung Yuk Lun, Dr. Kwong Kai Sing, Benny and Mr. Chow Chi Wah, Vincent. The independent non-executive directors of the Company are Mr. Frank H. Miu, Mr. Robert James Iaia II, Mr. Hung Cho Sing and Mr. Chung Kong Fei, Stephen.