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## **Kato (Hong Kong) Holdings Limited**

**嘉濤（香港）控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 2189)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that the extraordinary general meeting of Kato (Hong Kong) Holdings Limited 嘉濤（香港）控股有限公司 (the “**Company**”) will be held at 2/F., Hing Tin Commercial Centre Complex, Hing Tin Estate, 8 Lin Tak Road, Lam Tin, Kowloon, Hong Kong on Wednesday, 19 February 2025 at 11:00 a.m. and, if thought fit, pass, with or without modifications, the following resolutions as ordinary resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. “**THAT:**

- (a) the transactions contemplated under the **Kato Elderly Home Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “A” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Kato Elderly Home Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Kato Elderly Home Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

2. “**THAT:**

- (a) the transactions contemplated under the **Kato Home for the Aged Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “B” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Kato Home for the Aged Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Kato Home for the Aged Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

3. “**THAT:**

- (a) the transactions contemplated under the **Fai To Home (On Lai) Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “C” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Fai To Home (On Lai) Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Fai To Home (On Lai) Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

4. “**THAT:**

- (a) the transactions contemplated under the **Fai To Home (Tuen Mun) Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “D” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Fai To Home (Tuen Mun) Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Fai To Home (Tuen Mun) Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

5. “**THAT:**

- (a) the transactions contemplated under the **Tsuen Wan Centre Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “E” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Tsuen Wan Centre Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Tsuen Wan Centre Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

6. “**THAT:**

- (a) the transactions contemplated under the **Happy Luck Home Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “F” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Happy Luck Home Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Happy Luck Home Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

7. “**THAT:**

- (a) the transactions contemplated under the **Tsuen Wan Staff Quarters Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “G” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Tsuen Wan Staff Quarters Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Tsuen Wan Staff Quarters Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

8. “**THAT:**

- (a) the transactions contemplated under the **Kato Staff Quarters Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “H” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Kato Staff Quarters Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Kato Staff Quarters Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

9. “**THAT:**

- (a) the transactions contemplated under the **Staff Quarters Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “I” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Staff Quarters Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Staff Quarters Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

10. “**THAT:**

- (a) the transactions contemplated under the **Fai To Sino West Staff Quarters Tenancy Second Renewal Letter** (a copy of which has been produced to the meeting marked “J” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Fai To Sino West Staff Quarters Tenancy Second Renewal Letter** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or supplement to any of the provisions of the **Fai To Sino West Staff Quarters Tenancy Second Renewal Letter** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

11. “**THAT:**

- (a) the transactions contemplated under the **Tsuen Wan Warehouse Tenancy Agreement** (a copy of which has been produced to the meeting marked “K” and signed by the Chairman of the meeting for the purpose of identification) be and are hereby approved, ratified and confirmed; and
- (b) the directors of the Company or any other person authorised by the directors of the Company be and are hereby authorised to sign, execute, perfect and deliver all such documents and do all such deeds, acts, matters and things as they may in their absolute discretion consider necessary or desirable for the purpose of or in connection with the implementation of the **Tsuen Wan Warehouse Tenancy Agreement** and all transactions and other matters contemplated thereunder or ancillary thereto, to waive compliance from and/or agree to any amendment or

supplement to any of the provisions of the **Tsuen Wan Warehouse Tenancy Agreement** which in their opinion is not of a material nature and to effect or implement any other matters referred to in this resolution.”

Yours faithfully,  
By order of the Board  
**Kato (Hong Kong) Holdings Limited**  
**Ngai Shi Shing, Godfrey**  
*Chairman and Executive Director*

Hong Kong, 24 January 2025

*Registered office:*

Cricket Square  
Hutchins Drive  
PO Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

*Head office and principal place of business in  
Hong Kong:*

1st Floor, Tung Wai Court  
No. 3 Tsing Ling Path  
Tuen Mun  
New Territories  
Hong Kong

*Notes:*

1. A member of the Company (the “**Member**”) entitled to attend and vote at the extraordinary general meeting of the Company (the “**EGM**”) convened by the above Notice or its adjourned meeting (as the case may be) is entitled to appoint one or more proxies to attend and, subject to the provisions of the Articles of Association, to vote on his/her/its behalf. A proxy need not be a Member but must be present in person at the EGM to represent the Member. If more than one proxy is so appointed, the appointment shall specify the number of Shares in respect of which each such proxy is so appointed.
2. In order to be valid, the form of proxy must be deposited together with a power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority, at the Company’s branch share registrar in Hong Kong, Union Registrars Limited at Suites 3301–04, 33/F., Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong not later than 48 hours before the time for holding the EGM or its adjourned meeting. Completion and return of a form of proxy will not preclude a Member from attending in person and voting at the EGM or its adjourned meeting should he/she/it so wish and in such event, the instrument appointing a proxy shall be deemed to be revoked.
3. Where there are joint holders of any Share, any one of such joint holders may vote at the EGM, either in person or by proxy, in respect of such Share as if he/she/it were solely entitled thereto; but should more than one of such joint holders be present at the EGM in person or by proxy, that one of the said joint holders so present whose name stands first on the register of members of the Company in respect of such Share(s) shall alone be entitled to vote in respect thereof.
4. For determining Members’ entitlement to attend and vote at the EGM, the register of Members will be closed from Friday, 14 February 2025 to Wednesday, 19 February 2025 (both dates inclusive), during which period no transfer of Shares will be effected. In order to qualify for attending and voting at the EGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s branch share registrar in Hong Kong, Union Registrars Limited at Suites 3301–04, 33/F., Two Chinachem Exchange Square, 338 King’s Road, North Point, Hong Kong for registration not later than 4:00 p.m. on Thursday, 13 February 2025.

*As at the date of this notice, the executive Directors are Ms. Ngai Ka Yee, Mr. Ngai Shi Shing Godfrey and Mr. Lau Kwok Wo; and the independent non-executive Directors are Mr. Or Kevin, Ms. Wu Wing Fong and Mr. Wong Chun Kit.*