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## **CAPITAL ESTATE LIMITED**

## **冠中地產有限公司**

*(Incorporated in Hong Kong with limited liability)*

(Stock Code: 193)

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

NOTICE IS HEREBY GIVEN THAT the extraordinary general meeting of Capital Estate Limited (the “Company”) will be held at Empire Room 1, 1/Floor, Empire Hotel Hong Kong Wanchai, 33 Hennessy Road, Wan Chai, Hong Kong at 3:00 p.m. on Monday, 8 April 2013 for the purpose of considering and if thought fit, passing, with or without amendment, the following ordinary resolutions:

### **ORDINARY RESOLUTIONS**

1. **“THAT:**

- (a) the sale and purchase agreement dated 28 February 2013 (the “Gao Wang Sale and Purchase Agreement”, a copy of which has been produced to this meeting and marked “A” and initialled by the chairman of the meeting for the purpose of identification) between the Company as the vendor, Gao Wang Investments Limited as the purchaser and Mr. Lai Kin Hak as the guarantor, in relation to the disposal by the Company of 12.5% of the entire issued share capital of Hotel Fortuna (Hong Kong) Company Limited (the “Target Company”) and 12.5% of the shareholder’s loan owed by the Target Company to the Company as at completion of the Gao Wang Sale and Purchase Agreement at a total consideration of HK\$75 million and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and

- (b) the directors of the Company be and are hereby authorised to do all such acts and things, execute all such documents and exercise all powers as he considers necessary or expedient or desirable in connection with, or to give effect to, the Gao Wang Sale and Purchase Agreement and to implement and/or give effect to the transactions contemplated thereunder including without limitation to the execution, amendment, supplement, delivery, waiver, submission and implementation of any further documents or agreements.”

2. **“THAT:**

- (a) the sale and purchase agreement dated 28 February 2013 (the “Gold Champion Sale and Purchase Agreement”, a copy of which has been produced to this meeting and marked “B” and initialled by the chairman of the meeting for the purpose of identification) between the Company as the vendor, Gold Champion Investments Limited as the purchaser and Mr. Tang Fung as the guarantor, in relation to the disposal by the Company of 12.5% of the entire issued share capital of the Target Company and 12.5% of the shareholder’s loan owed by the Target Company to the Company as at completion of the Gold Champion Sale and Purchase Agreement at a total consideration of HK\$75 million and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and
- (b) the directors of the Company be and are hereby authorised to do all such acts and things, execute all such documents and exercise all powers as he considers necessary or expedient or desirable in connection with, or to give effect to, the Gold Champion Sale and Purchase Agreement and to implement and/or give effect to the transactions contemplated thereunder including without limitation to the execution, amendment, supplement, delivery, waiver, submission and implementation of any further documents or agreements.”

Yours faithfully,  
By order of the Board of  
**CAPITAL ESTATE LIMITED**  
**Sio Tak Hong**  
*Chairman*

Hong Kong, 18 March 2013

*Notes:*

1. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him.
2. A proxy need not be a member of the Company. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised.
3. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited to the Company's share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting or poll (as the case may be) at which the person named in such instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
4. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. Where there are joint registered holders of any share, any one of such persons may vote at any 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 any meeting personally or by proxy, that one of the said persons so present whose name stand first on the register in respect of such share shall alone be entitled to vote in respect thereof.
6. A form of proxy for use at the EGM is enclosed herewith.

*As at the date of this announcement, the Board comprises Mr. Sio Tak Hong, Mr. Chu Nin Yiu, Stephen, Mr. Chu Nin Wai, David, Mr. Lau Chi Kan, Michael as executive Directors and Mr. Li Sze Kuen, Billy, Mr. Wong Kwong Fat and Mr. Leung Kam Fai as independent non-executive Directors.*