



**北方興業控股有限公司\***  
**NORTHERN INTERNATIONAL HOLDINGS LIMITED**

*(Incorporated in Bermuda with limited liability)*

(Stock Code: 736)

**NOTICE OF SGM**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**Meeting**”) of Northern International Holdings Limited (the “**Company**”) will be held on 31 August 2007 at 9:30 a.m. at Falcon Room II, Luk Kwok Hotel, 72 Gloucester Road, Wanchai, Hong Kong for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions of the Company:

**ORDINARY RESOLUTIONS**

1. “**THAT**

- (a) the conditional sale and purchase agreement (the “**First Agreement**”) dated 10 July 2007 and entered into between Shanghai Xiang Chen Hang Place The Industry Co. Limited (上海祥宸行置業有限公司) as purchaser and Shanghai Xiwu Industry Co., Ltd. (上海錫武實業有限公司) as vendor in relation to the sale and purchase of the property comprising whole of two commercial floors on Levels 1 and 2 of Shimei Mansion located at No. 445 Jiangning Road, Jiangan District, Shanghai, the People’s Republic of China (the “**PRC**”) at a total consideration of HK\$86,487,000, 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 and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and
- (b) any one or more of the directors (the “**Directors**”) of the Company be and is/are hereby authorised to do all such acts and things and execute all such documents which he/they consider necessary or expedient for the implementation of and giving effect to the First Agreement and the transactions contemplated thereunder.”

2. “**THAT**

- (a) the conditional sale and purchase agreement (the “**Second Agreement**”) dated 10 July 2007 and entered into between Shanghai Xiang Chen Hang Place The Industry Co. Limited (上海祥宸行置業有限公司) as purchaser and Shanghai Chen Xuan Trading Co., Ltd. (上海辰炫貿易有限公司) as vendor in relation to the sale and purchase of the property comprising whole of two commercial floors on Levels 3 and 4 of Shimei Mansion located at No. 445 Jiangning Road, Jiangan District, Shanghai, the PRC at a total consideration of HK\$42,740,000, 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 and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and

- (b) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents which he/they consider necessary or expedient for the implementation of and giving effect to the Second Agreement and the transactions contemplated thereunder.”

3. **“THAT**

- (a) the conditional sale and purchase agreement (the **“Third Agreement”**) dated 10 July 2007 and entered into between Shanghai Xiang Chen Hang Place The Industry Co. Limited (上海祥宸行置業有限公司) as purchaser and Shanghai Xu Hui Co., Ltd. (上海續輝物資有限公司) as vendor in relation to the sale and purchase of the property comprising whole of two office floors on Levels 14 and 15 of Yun Hai Building located at No. 1329 and 1331, Huai Hai Zhong Road, Xuhui District, Shanghai, the PRC at a total consideration of HK\$30,871,000, 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 and the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified; and
- (b) any one or more of the Directors be and is/are hereby authorised to do all such acts and things and execute all such documents which he/they consider necessary or expedient for the implementation of and giving effect to the Third Agreement and the transactions contemplated thereunder.”

4. **“THAT**

- (a) the authorized share capital of the Company be and is hereby increased from HK\$15,000,000 divided into 1,500,000,000 shares of HK\$0.01 each (**“Shares”**) to HK\$35,000,000 divided into 3,500,000,000 Shares by the creation of an additional 2,000,000,000 Shares (the **“Proposed Increase in Authorized Share Capital”**); and
- (b) any one or more of the Directors be and is/are hereby authorized for and on behalf of the Company to execute all such documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in and for completion of the Proposed Increase in Authorized Share Capital.”

5. **“THAT** subject to the fulfillment of the conditions, including the Listing Committee of The Stock Exchange of Hong Kong Limited (the **“Stock Exchange”**) granting or agreeing to grant (subject to allotment) and not having revoked the listing of and permission to deal in the Open Offer Shares (as defined below) in their fully paid forms to be allotted and issued to the shareholders of the Company (the **“Shareholders”**) pursuant to the terms and conditions of the Open Offer (as defined below), as set out in the underwriting agreement (the **“Underwriting Agreement”** including, if any, all supplemental agreements relating thereto, 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) dated 24 July

2007 and entered into among the Company, Profit Key Group Limited (“**Profit Key**”), VC Brokerage Limited (“**VC Brokerage**”, together with Profit Key, the “**Underwriters**”) and Mr. Zhao Qing Ji and the Underwriting Agreement not being terminated in accordance with the terms thereof prior to 4:00 p.m. on the third business day after the last day for acceptance of Open Offer Shares (as defined below),

- (i) the issue by way of open offer (the “**Open Offer**”) of 1,258,178,655.75 Shares (the “**Open Offer Shares**”) to the Shareholders whose names appear on the register of members of the Company on 31 August 2007 (excluding those Shareholders (the “**Excluded Shareholders**”) with registered addresses as shown in the register of members of the Company on the date are outside Hong Kong whom the board of Directors consider it necessary or expedient to exclude after making the relevant enquiries regarding the legal restrictions under the laws of the relevant place and the requirements of the relevant regulatory body or stock exchange in the place where those Excluded Shareholders reside) on the basis of three Open Offer Shares for every Share then held and otherwise pursuant to and in accordance with the terms and conditions set out in the circular dated 14 August 2007, 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) despatched by the Company to the Shareholders be and is hereby approved;
- (ii) the Directors be and are hereby authorised to allot and issue the Open Offer Shares pursuant to or in connection with the Open Offer notwithstanding that the same may be offered, allotted or issued otherwise than pro rata to the existing Shareholders and, in particular, the Directors be and are hereby authorised to make such exclusions or other arrangements in relation to fractional entitlements or Excluded Shareholders as they deem necessary or expedient having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory outside Hong Kong applicable to the Company;
- (iii) the Underwriting Agreement and the transactions contemplated thereunder (including but not limited to the arrangements for taking up of the unsubscribed Open Offer Shares, if any, by the Underwriters) be and are hereby approved, confirmed and ratified;
- (iv) the absence of arrangements for application for the Open Offer Shares by the Shareholders in excess of their entitlements under the Open Offer as referred to in Rule 7.26A of the Rules Governing the Listing of Securities on the Stock Exchange be and the same is hereby approved, confirmed and ratified; and
- (v) the Directors be and are hereby authorised to sign and execute such documents and do all such acts and things incidental to the Open Offer or as they consider necessary, desirable or expedient in connection with the implementation of or giving effect to the Open Offer, the Underwriting Agreement and the transactions contemplated thereunder.”

6. “**THAT** subject to the passing of the ordinary resolution numbered 5 set out above, the terms of the application for a waiver granted or to be granted by the Securities and Futures Commission of Hong Kong to Profit Key together with the parties acting in concert with it pursuant to Note 1 of the Notes on Dispensation from Rule 26 of the Hong Kong Code on Takeovers and Mergers in respect of the waiver of the obligation of Profit Key and parties acting in concert with it to make a mandatory offer for all the Shares not already owned or agreed to be acquired by them (the “**Whitewash Waiver**”) be and is hereby approved and that the Directors be and are hereby authorised to do all things and acts and sign all documents which they consider desirable or expedient to implement and/or give effect to any matters relating to or in connection with the Whitewash Waiver.”

On behalf of the board of Directors  
**Northern International Holdings Limited**  
**Zhao Qing Ji**  
*Chairman*

Hong Kong, 14 August 2007

*Registered office:*  
Clarendon House  
Church Street  
Hamilton HM 11  
Bermuda

*Head office and principal place of business  
in Hong Kong:*  
Room 2001, 20/F  
Lippo Centre  
Tower Two  
89 Queensway  
Hong Kong

*Notes:*

1. A member entitled to attend and vote at the Meeting convened by the above notice is entitled to appoint one or more proxies to attend and, subject to the provisions of the bye-laws of the Company, vote in his stead. A proxy need not be a member of the Company but must be present in person to represent the member.
2. In order to be valid, the form of proxy attached to this circular must be duly completed and signed in accordance with the instructions printed thereon and deposited together with a power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, at the offices of the branch share registrar of the Company in Hong Kong, Tricor Secretaries Limited at 26th Floor, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time for holding the Meeting or adjourned meeting. Completion and return of the form of proxy will not preclude a member from attending and voting in person at the Meeting or at any adjournment thereof should he so wish.

3. Where there are joint holders of any share of the Company, any one of such holders may vote at the 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 holders be present at the Meeting personally or by proxy, then the one of such holders whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for this purpose be deemed joint holders thereof.

*As at the date of this announcement, Mr. Zhao Qing Ji, Mr. Au Tat On and Mr. Lu Xiao Dong are the executive Directors; and Mr. Cheng Kwok Hing, Andy, Mr. Yeung Yuen Hei and Ms. Chan Mei Bo, Mabel are the independent non-executive Directors.*

*\* For identification purpose only*