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GLORY 国瑞

GUORUI PROPERTIES LIMITED

國瑞置業有限公司

*(Incorporated in the Cayman Islands with limited liability
under the name of “Glory Land Company Limited (國瑞置業有限公司)”
and carrying on business in Hong Kong as “Guorui Properties Limited”)*
(Stock Code: 2329)

NOTICE OF THE EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “**Meeting**”) of Guorui Properties Limited (the “**Company**”) will be held at 10:30 a.m. on Monday, December 14, 2020 at Office of the Chairman, 5 Floor, Zonghe Building, Wanji Industrial Park, Nanshan District, Shenzhen, PRC to consider, if thought fit, transact the following ordinary resolutions:

1. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Shantou Garden Group Co., Ltd.* (汕頭花園集團有限公司) (“**Garden Group**”), Beijing Guoxing Wanxun Technology and Trade Consulting Co., Ltd.* (北京國興萬訊科貿諮詢有限公司) (“**Guoxing Wanxun**”), Guangdong Hongtai Guotong Real Estate Co., Ltd.* (廣東宏泰國通地產有限公司) (“**Guangdong Hongtai Guotong**”), Beijing Guoxing Real Estate Limited* (北京國興地產有限公司) (“**Beijing Guoxing**”) and Chongqing Longsha Real Estate Development Co., Ltd.* (重慶龍廈房地產開發有限公司) (“**Chongqing Longsha**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Guangdong Hongtai Guotong will be terminated, a copy of which has been produced to the Meeting marked “A” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

2. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Guangdong Hongtai Guotong and Guangdong Guosha Real Estate Co., Ltd.* (廣東國廈地產有限公司) (“**Guangdong Guosha**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Guangdong Guosha will be terminated, a copy of which has been produced to the Meeting marked “B” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

3. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Tianjin Guoxing Real Estate Co., Ltd.* (天津國興地產有限公司) and Tianjin Tianfu Rongsheng Real Estate Development Co., Ltd.* (天津天富融盛房地產開發有限公司) (“**Tianjin Tianfu Rongsheng**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Tianjin Tianfu Rongsheng will be terminated, a copy of which has been produced to the Meeting marked “C” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

4. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Guangdong Guosha Investment Holding Group Co., Ltd.* (廣東國廈投資控股集團有限公司) (“**Guangdong Guosha Investment**”) and Sanya Jingheng Properties Co., Ltd.* (三亞景恒置業有限公司) (“**Sanya Jingheng**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Sanya Jingheng will be terminated, a copy of which has been produced to the Meeting marked “D” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

5. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Shijiazhuang Guorui Real Estate Development Co., Ltd.* (石家莊國瑞房地產開發有限公司) (“**Shijiazhuang Guorui**”) and Handan Guoxia Real Estate Development Co., Ltd.* (邯鄲市國夏房地產開發有限公司) (“**Handan Guoxia**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Handan Guoxia will be terminated, a copy of which has been produced to the Meeting marked “E” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

6. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Chongqing Longsha and Chongqing Guosha Real Estate Development Co., Ltd.* (重慶國廈房地產開發有限公司) (“**Chongqing Guosha**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Chongqing Guosha will be terminated, a copy of which has been produced to the Meeting marked “F” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

7. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Heshan Tengyue Real Estate Development Co., Ltd.* (鶴山市騰悅房地產開發有限公司), Guangdong Guosha Investment and Jiangmen Yinghuiwan Real Estate Co., Ltd.* (江門映暉灣房地產有限公司) (“**Jiangmen Yinghuiwan**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Jiangmen Yinghuiwan will be terminated, a copy of which has been produced to the Meeting marked “G” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

8. To consider and, if thought fit, pass with or without amendments, the following resolution as an ordinary resolution of the Company:

“THAT:

The termination agreement dated November 23, 2020 among the Company, Garden Group, Guoxing Wanxun, Shijiazhuang Guorui, Shijiazhuang Guosha Real Estate Development Co., Ltd.* (石家莊國慶房地產開發有限公司) (“**Shijiazhuang Guosha**”), pursuant to which, among others, the arrangement in relation to the capital contribution in Shijiazhuang Guosha will be terminated, a copy of which has been produced to the Meeting marked “H” and signed by the chairman of the Meeting for the purposes of identification, and the terms and conditions thereof and all transactions contemplated thereunder and the implementation thereof and any other agreements or documents in connection herewith be and are hereby approved, ratified and confirmed.

Any one Director be and is hereby authorised for and on behalf of the Company to take all steps necessary or expedient in his opinion to implement and/or give effect to the terms of the above termination agreement and to agree such variations, amendments or waivers thereof as are, in the opinion of such Director, in the interests of the Company.”

By order of the Board
Guorui Properties Limited
Zhang Zhangsun
Chairman

Beijing, November 27, 2020

Registered office:
Cricket Square, Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

*Head office and principal place of
business in Hong Kong:*
RM2802, 28/F, Harbour Centre
25 Harbour Road, Wan Chai
Hong Kong

Notes:

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint another person as his proxy to attend and vote in his stead. A member who is the holder of two or more shares (the “**Shares**”) in the Company may appoint more than one proxy to represent him and vote on his behalf at the Meeting. A proxy need not be a member of the Company.
2. In the case of joint holders of Shares, any one of such joint holders may vote, either in person or by proxy, in respect of such Share as if he were solely entitled thereto, but if more than one of such joint holders are present at the Meeting, personally or by proxy, that one of the said persons so present whose name stands first in the register in respect of such Shares shall alone be entitled to vote in respect thereof.
3. In order to be valid, the form of proxy must be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorized, and must be deposited with the Hong Kong branch share registrar of the Company, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong (together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof) before 10:30 a.m. on Saturday, December 12, 2020.
4. The register of members of the Company will be closed from Wednesday, December 9, 2020 to Monday, December 14, 2020 (both days inclusive), during which period no transfer of the Shares will be effected. In order to qualify for attending the Meeting or any adjournment thereof, all transfers of Shares accompanied by the relevant share certificate(s) must be lodged with the Branch Share Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong by no later than 4:30 p.m. on Tuesday, December 8, 2020.
5. Delivery of an instrument appointing a proxy should not preclude a member from attending and voting in person at the Meeting or any adjournment thereof and in such event, the instrument appointing a proxy shall be deemed to be revoked.

As at the date of this notice, the Directors are:

Executive Directors

Mr. Zhang Zhangsun (Chairman), Ms. Ruan Wenjuan, Ms. Zhang Jin, Mr. Lin Yaoquan, Ms. Dong Xueer, and Mr. Li Bin

Independent non-executive Directors

Mr. Luo Zhenbang, Mr. Lai Siming and Ms. Chen Jingru

This notice is prepared in both English and Chinese. In the event of inconsistency, the English text of the notice shall prevail over the Chinese text.