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# KIRIN GROUP HOLDINGS LIMITED

## 麒麟集團控股有限公司

*(Incorporated in Bermuda with limited liability)*

**(Stock code: 8109)**

### NOTICE OF SPECIAL GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**Meeting**”) of Kirin Group Holdings Limited (the “**Company**”) will be held at 10:30 a.m. on Thursday, 4 March 2021 at iPro Financial Press Limited, Unit 1204, 12/F, World-Wide House, 19 Des Voeux Road Central, Central, Hong Kong for the purpose of considering and, if thought fit, passing with or without amendments, the following resolutions of the Company:

#### ORDINARY RESOLUTIONS

1. “**THAT**

- (a) the conditional subscription agreement (the “**First Subscription Agreement**”) entered into between the Company as issuer and Mr. Lo Shing Fung as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 36,540,000 shares (the “**First Subscription Shares**”) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked “A” and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the First Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the directors of the Company (the “**Directors**”) be and are hereby granted a specific mandate to allot and issue the First Subscription Shares in accordance with the terms of the First Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the First Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the First Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give

effect to the First Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the First Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

2. **“THAT**

- (a) the conditional subscription agreement (the **“Second Subscription Agreement”**) entered into between the Company as issuer and Mr. Wan Shiu Cheong as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 24,285,000 shares (the **“Second Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“B”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Second Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Second Subscription Shares in accordance with the terms of the Second Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Second Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Second Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Second Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Second Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

3. **“THAT**

- (a) the conditional subscription agreement (the **“Third Subscription Agreement”**) entered into between the Company as issuer and Ms. Zhang Yan as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 20,805,000 shares (the **“Third Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“C”** and signed by the Chairman of the Meeting for the purpose

of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Third Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Third Subscription Shares in accordance with the terms of the Third Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Third Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Third Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Third Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Third Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

4. **“THAT**

- (a) the conditional subscription agreement (the **“Fourth Subscription Agreement”**) entered into between the Company as issuer and Ms. Leung Po Yiu as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 12,690,000 shares (the **“Fourth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“D”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Fourth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Fourth Subscription Shares in accordance with the terms of the Fourth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Fourth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Fourth Subscription Shares pursuant thereto) as he

may in his absolute discretion consider necessary, desirable or expedient to give effect to the Fourth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Fourth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

5. **“THAT**

- (a) the conditional subscription agreement (the **“Fifth Subscription Agreement”**) entered into between the Company as issuer and Mr. Li Li as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 9,840,000 shares (the **“Fifth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“E”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Fifth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Fifth Subscription Shares in accordance with the terms of the Fifth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Fifth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Fifth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Fifth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Fifth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

6. **“THAT**

- (a) the conditional subscription agreement (the **“Sixth Subscription Agreement”**) entered into between the Company as issuer and Ms. Lam Wai Man as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 9,000,000 shares (the **“Sixth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“F”** and signed by the Chairman of the Meeting for the purpose

of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Sixth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Sixth Subscription Shares in accordance with the terms of the Sixth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Sixth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Sixth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Sixth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Sixth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

7. **“THAT**

- (a) the conditional subscription agreement (the **“Seventh Subscription Agreement”**) entered into between the Company as issuer and Mr. Chow Wai Leong Eric as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 8,955,000 shares (the **“Seventh Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“G”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Seventh Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Seventh Subscription Shares in accordance with the terms of the Seventh Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Seventh Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Seventh Subscription Shares pursuant thereto) as

he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Seventh Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Seventh Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

8. **“THAT**

- (a) the conditional subscription agreement (the **“Eighth Subscription Agreement”**) entered into between the Company as issuer and Mr. Yiu Kwok Wah Mexci as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 6,945,000 shares (the **“Eighth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“H”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Eighth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Eighth Subscription Shares in accordance with the terms of the Eighth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Eighth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Eighth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Eighth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Eighth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

9. **“THAT**

- (a) the conditional subscription agreement (the **“Nineth Subscription Agreement”**) entered into between the Company as issuer and Mr. Yip Hon Hung as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 6,240,000 shares (the **“Nineth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“I”** and signed by the Chairman of the Meeting for the purpose

of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Ninth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Ninth Subscription Shares in accordance with the terms of the Ninth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Ninth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Ninth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Ninth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Ninth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

10. **“THAT**

- (a) the conditional subscription agreement (the **“Tenth Subscription Agreement”**) entered into between the Company as issuer and Ms. Ho Mei Ling as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 4,650,000 shares (the **“Tenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“J”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Tenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Tenth Subscription Shares in accordance with the terms of the Tenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Tenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Tenth Subscription Shares pursuant thereto) as he



may in his absolute discretion consider necessary, desirable or expedient to give effect to the Tenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Tenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

11. **“THAT**

- (a) the conditional subscription agreement (the **“Eleventh Subscription Agreement”**) entered into between the Company as issuer and Mr. Lai Wai Man as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 4,500,000 shares (the **“Eleventh Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“K”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Eleventh Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Eleventh Subscription Shares in accordance with the terms of the Eleventh Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Eleventh Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Eleventh Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Eleventh Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Eleventh Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

12. **“THAT**

- (a) the conditional subscription agreement (the **“Twelveth Subscription Agreement”**) entered into between the Company as issuer and Ms. Choi Yuk Fung as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 4,155,000 shares (the **“Twelveth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“L”** and signed by the Chairman of the Meeting



for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Twelveth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Twelveth Subscription Shares in accordance with the terms of the Twelveth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Twelveth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Twelveth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Twelveth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Twelveth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

13. **“THAT**

- (a) the conditional subscription agreement (the **“Thirteenth Subscription Agreement”**) entered into between the Company as issuer and Mr. Wong Kee Chung as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 4,155,000 shares (the **“Thirteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“M”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Thirteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Thirteenth Subscription Shares in accordance with the terms of the Thirteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Thirteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Thirteenth Subscription Shares pursuant thereto) as

he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Thirteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Thirteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

14. **“THAT**

- (a) the conditional subscription agreement (the **“Fourteenth Subscription Agreement”**) entered into between the Company as issuer and Mr. So Yiu Bun as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 2,895,000 shares (the **“Fourteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“N”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Fourteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Fourteenth Subscription Shares in accordance with the terms of the Fourteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Fourteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Fourteenth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Fourteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Fourteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

15. **“THAT**

- (a) the conditional subscription agreement (the **“Fifteenth Subscription Agreement”**) entered into between the Company as issuer and Mr. Lau Yin Lun as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 2,610,000 shares (the **“Fifteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“O”** and signed by the Chairman of the Meeting

for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Fifteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Fifteenth Subscription Shares in accordance with the terms of the Fifteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Fifteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Fifteenth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Fifteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Fifteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

16. **“THAT**

- (a) the conditional subscription agreement (the **“Sixteenth Subscription Agreement”**) entered into between the Company as issuer and Mr. Yuen Ka Chung as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 2,430,000 shares (the **“Sixteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“P”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Sixteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Sixteenth Subscription Shares in accordance with the terms of the Sixteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Sixteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Sixteenth Subscription Shares pursuant thereto) as

he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Sixteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Sixteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

17. **“THAT**

- (a) the conditional subscription agreement (the **“Seventeenth Subscription Agreement”**) entered into between the Company as issuer and Mr. Chu Kwan Hoi as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 2,265,000 shares (the **“Seventeenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“Q”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Seventeenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Seventeenth Subscription Shares in accordance with the terms of the Seventeenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Seventeenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Seventeenth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Seventeenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Seventeenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

18. **“THAT**

- (a) the conditional subscription agreement (the **“Eighteenth Subscription Agreement”**) entered into between the Company as issuer and Ms. Tin Shuk Chun as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 1,650,000 shares (the **“Eighteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“R”** and signed by the Chairman of the Meeting

for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Eighteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;

- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Eighteenth Subscription Shares in accordance with the terms of the Eighteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Eighteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Eighteenth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Eighteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Eighteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

19. **“THAT**

- (a) the conditional subscription agreement (the **“Nineteenth Subscription Agreement”**) entered into between the Company as issuer and Mr. Wan Chung Man Stephen as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 1,440,000 shares (the **“Nineteenth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“S”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Nineteenth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Nineteenth Subscription Shares in accordance with the terms of the Nineteenth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Nineteenth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Nineteenth Subscription Shares pursuant thereto)

as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Nineteenth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Nineteenth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

20. **“THAT**

- (a) the conditional subscription agreement (the **“Twentieth Subscription Agreement”**) entered into between the Company as issuer and Mr. Lee Chung Wang as subscriber dated 27 November 2020 in relation to the in respect of the subscription of an aggregate of 885,000 shares (the **“Twentieth Subscription Shares”**) of the Company at a price of HK\$0.24 each (a copy of which is produced to the Meeting marked **“T”** and signed by the Chairman of the Meeting for the purpose of identification) and all the transactions contemplated thereunder (including the allotment and issue of the Twentieth Subscription Shares pursuant thereto) be and are hereby approved, confirmed and ratified;
- (b) the Directors be and are hereby granted a specific mandate to allot and issue the Twentieth Subscription Shares in accordance with the terms of the Twentieth Subscription Agreement; and
- (c) any Director be and is hereby authorised to do all such further acts and things, negotiate, approve, agree, sign, initial, ratify and/or execute such further documents, instruments and agreements (whether under common seal or not) and to take all steps and to do all such acts or things deemed by him to be incidental to, ancillary to or in connection with the matters contemplated in the Twentieth Subscription Agreement and the transactions contemplated thereunder (including the allotment and issue of the Twentieth Subscription Shares pursuant thereto) as he may in his absolute discretion consider necessary, desirable or expedient to give effect to the Twentieth Subscription Agreement and the implementation of all transactions contemplated thereunder (including the allotment and issue of the Twentieth Subscription Shares pursuant thereto) and to agree with such variation, amendment or waiver as, in the opinion of the Directors, in the interest of the Company and its shareholders as a whole.”

21. **“THAT** Mr. Wang Jiankun be re-elected as an executive Director and to authorise the board of Directors to fix his remuneration.”

22. **“THAT** Mr. Hung Tat Chi Alan be re-elected as an executive Director and to authorise the board of Directors to fix his remuneration.”

23. “**THAT** Mr. Lee Cheung Yuet Horace be re-elected as an independent non-executive Director and to authorise the board of Directors to fix his remuneration.”

By order of the Board  
**Kirin Group Holdings Limited**  
**Wang Jinhan**  
*Chairman*

Hong Kong, 11 February 2021

*Registered office:*  
Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

*Head office and principal place of:  
business in Hong Kong:*  
Unit 1005A, 10/F, Sino Plaza  
255–257 Gloucester Road  
Causeway Bay  
Hong Kong

*Notes:*

1. Any member of the Company entitled to attend and vote at the Meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting. 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. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.
2. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
3. To be valid, the form of proxy and (if required by the board of Directors) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the branch share registrar of the Company in Hong Kong, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong as soon as possible and in any event no later than Tuesday, 2 March 2021 at 10:30 a.m. (Hong Kong Time).
4. The record date for determining the entitlement of the Shareholders to attend and vote at the Meeting will be Friday, 26 February 2021. All transfers of shares of the Company accompanied by the relevant share certificates must be lodged with the Company’s branch share registrar in Hong Kong, Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong, for registration no later than 4:30 p.m. on Friday, 26 February 2021 (Hong Kong time).
5. No instrument appointing a proxy shall be valid after expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at the Meeting or any adjournment thereof in cases where the Meeting was originally held within 12 months from such date.
6. Where there are joint holders of any shares, any one of such joint holders may vote at the Meeting, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders be 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, and 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. Completion and delivery of the form of proxy will not preclude a member from attending and voting in person at the Meeting if the member so wish and in such event, the form of proxy shall be deemed to be revoked.
8. The Directors as at the date of this notice are Mr. Wang Jinhan, Mr. Wang Hongtao, Mr. Zhou Wenjun, Mr. Wang Jiankun and Mr. Hung Tat Chi Alan as the executive Directors, Mr. Ng Chi Ho Dennis, Mr. Li Chun Sing and Mr. Lee Cheung Yuet Horace as the independent non-executive Directors.
9. In compliance with the Hong Kong Government's directive on social distancing, personal and environmental hygiene, and the guidelines issued by the Centre for Health Protection of the Department of Health on the prevention of coronavirus disease 2019 ("COVID-19"), the Company will implement precautionary measures at the Meeting. Shareholders are advised to read page ii of the circular of the Company dated 11 February 2021 for details of the precautionary measures and monitor the development of COVID-19. Subject to the development of COVID-19, the Company may implement further changes and precautionary measures and may issue further announcement on such measures as appropriate.
10. In light of the continuing risks posed by the COVID-19 pandemic, the Company would like to encourage Shareholders to exercise their right to vote at the Meeting by appointing the chairman of the Meeting as their proxy instead of attending the Meeting in person.
11. In case the venue is being closed on the date of Meeting due to COVID-19, the Meeting shall stand adjourned to the same day in the next week and at such time and place as shall be decided by the board of the Directors. The Company will post an announcement on the Stock Exchange and the Company's website notifying Shareholders of the date, time and place of the adjourned meeting.
12. If tropical cyclone warning signal no. 8 or above is hoisted or "extreme conditions" caused by super typhoons or a black rainstorm warning signal is in force at 7:00 a.m. on Thursday, 4 March 2021, the Meeting will be postponed and further announcement for details of alternative meeting arrangements will be made. The Meeting will be held as scheduled even when tropical cyclone warning signal no. 3 or below is hoisted, or an amber or red rainstorm warning signal is in force. You should make your own decision as to whether you would attend the Meeting under bad weather conditions and if you should choose to do so, you are advised to exercise care and caution.

*As at the date of this notice the Board comprises Mr. Wang Jinhan, Mr. Wang Hongtao, Mr. Zhou Wenjun, Mr. Wang Jiankun and Mr. Hung Tat Chi Alan as the executive Directors, Mr. Ng Chi Ho Dennis, Mr. Li Chun Sing and Mr. Lee Cheung Yuet Horace as the independent non-executive Directors.*

*This notice for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this notice is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this notice misleading.*

*This notice will remain on the GEM website at [www.hkgem.com](http://www.hkgem.com) on the "Latest Company Announcements" page for at least 7 days from the date of its posting and on the website of the Company at [www.tricor.com.hk/websevice/08109](http://www.tricor.com.hk/websevice/08109).*