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A8 Digital Music Holdings Limited

A8 電媒音樂控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 800)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“Meeting”) of A8 Digital Music Holdings Limited (“Company”) will be held at 10:30 a.m. on Tuesday, 19 February 2013 at Units 3306-12, 33/F, Shui On Centre, 6-8 Harbour 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** subject to and conditional upon: (i) the passing of ordinary resolution numbered 2 as set out in the notice convening this meeting; (ii) the Executive (as defined in the Circular (as defined below)) granting the Whitewash Waiver (as defined in the Circular) to Ever Novel (as defined in the Circular) and the satisfaction of any conditions attached to the Whitewash Waiver granted; (iii) the Listing Committee of The Stock Exchange of Hong Kong Limited granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked the listing of, and permission to deal in, all the Rights Shares (as defined below) (in their nil-paid and fully-paid forms) by no later than the Prospectus Posting Date (as defined in the Circular); (iv) the filing and registration of all relevant documents with the Registrar of Companies in Hong Kong by no later than the Prospectus Posting Date; (v) the posting of the Prospectus Documents (as defined in the Circular) to Qualifying Shareholders (as defined below) on the Prospectus Posting Date; (vi) the Underwriting Agreement (as defined in the Circular) not being terminated by Ever Novel pursuant to the terms thereof on or before the Latest Time of Termination (as defined in the Circular); (vii) the delivery of the duly signed Director Undertakings (as defined in the Circular) to the Company; and (viii) compliance with and performance of all the undertakings and obligations of signatory of each of the Director Undertakings:

- (a) the Underwriting Agreement be and is hereby confirmed, approved and ratified;

- (b) the issue by way of rights (“**Rights Issue**”) of not less than 952,564,752 ordinary shares of HK\$0.01 and not more than 965,597,432 ordinary shares of HK\$0.01 each in the share capital of the Company (“**Rights Shares**”) to the shareholders (“**Qualifying Shareholders**”) of the Company whose names appear on the register of members of the Company at the close of business on Wednesday, 27 February, 2013 (“**Record Date**”) (or such other date as may be agreed in writing between Ever Novel and the Company) other than those Shareholders whose registered addresses as shown on the register of members of the Company are in any place outside Hong Kong and whom the directors of the Company (“**Directors**”), based on the enquiry made by the Company, consider it is necessary or expedient not to offer the Rights Shares to such Shareholders (“**Excluded Shareholders**”) on account either of the legal restrictions under the laws of the relevant place(s) or the requirements of the relevant regulatory body(ies) or stock exchange(s) in those place(s), in the proportion of two Rights Shares for every existing share of the Company then held on the Record Date at the subscription price of HK\$0.36 per Rights Share and otherwise on the terms and conditions set out in a circular of the Company dated 30 January 2013 (“**Circular**”), a copy of which has been produced to this meeting marked “**A**” and signed by the chairman of this meeting for the purpose of identification, be and is hereby approved;
- (c) any one Director be and is hereby authorised to allot and issue the Rights Shares pursuant to or in connection with the Rights Issue provided that in the case of Excluded Shareholders, the Rights Shares shall not be allotted and issued to the Excluded Shareholders but shall be aggregated and issued to a nominee to be named by the Company and such Rights Shares shall be sold in the market as soon as practicable after dealings in Rights Shares in their nil-paid form commence and the proceeds of such sale (after deduction of expenses) of more than HK\$100 will be paid pro rata to the Excluded Shareholders and the Company shall retain any individual amount of HK\$100 or less;
- (d) any one Director be and is hereby authorised to make such other exclusions or other arrangements in relation to the Excluded Shareholders as he/she may deem necessary or expedient and generally to do such things or make such arrangements as he/she may think fit to effect the Rights Issue; and
- (e) any one Director be and is hereby authorised to do all such acts and things, to sign and execute all such further documents and to take such steps as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient to carry out or to give effect to or in connection with the Rights Issue and the Underwriting Agreement or any transactions contemplated thereunder.”
2. “**THAT** subject to the Executive (as defined in the Circular (as defined below)) granting the Whitewash Waiver (as defined in the Circular) to Ever Novel (as defined in the Circular) and the satisfaction of any conditions attached to the Whitewash Waiver granted, the waiver pursuant to Note 1 on dispensations from Rule 26 of the Hong Kong Code on Takeovers and Mergers (“**Takeovers Code**”) waiving any obligation on the part of Ever Novel and parties acting in concert with it to make a mandatory general offer to the holders of securities of the Company to acquire securities of the Company other than those already owned by Ever Novel and parties acting in

concert with it which would otherwise arise under Rule 26.1 of the Takeovers Code as a result of the fulfillment of Ever Novel's underwriting obligations under the Underwriting Agreement (as defined in the Circular), the principal terms of which are set out in a circular of the Company to its shareholders dated 30 January 2013 ("**Circular**"), a copy of which has been produced to this meeting marked "A" and signed by the chairman of this meeting for the purpose of identification, be and is hereby approved and **THAT** any one director of the Company be and is hereby authorised to do all acts, deeds and things and to sign and execute all documents as he/she may, at his/her absolute discretion, deem necessary, desirable or expedient to carry out or to give effect to any matters relating to or in connection with the Whitewash Waiver."

By order of the Board
A8 Digital Music Holdings Limited
Liu Xiaosong
Chairman and Executive Director

Hong Kong, 30 January 2013

Head office and principal place of business in Hong Kong:
Suites 06-12
33/F, Shui On Centre
6-8 Harbour Road
Wanchai, Hong Kong

Notes:

- (a) Any member of the Company entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a member of the Company. A member who is the holder of two or more shares of the Company may appoint more than one proxy to represent him to attend and vote on his/her behalf. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
- (b) In the case of joint holders of a share, either in person or by proxy, in respect of such shares as if he/she were solely entitled thereto, but if more than one of such joint holders be present any 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 on the register of members of the Company in respect of the joint holding.
- (c) To be valid, the form of proxy duly completed and signed in accordance with the instructions printed thereon together with the power of attorney or other authority, if any, under which it is signed or a certified copy thereof, must be delivered to the office of the branch share registrar of the Company 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 48 hours before the time appointed for holding the meeting or any adjournment thereof.
- (d) Whether or not you propose to attend the meeting in person, you are strongly urged to complete and return the form of proxy in accordance with the instructions printed thereon. Completion and return of the form of proxy will not preclude you from attending the meeting and voting in person if you so wish. In the event that you attend the meeting after having lodged the form of proxy, it will be deemed to have been revoked.

- (e) In compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the Code on Takeovers and Mergers, all resolutions to be proposed at the meeting convened by this notice will be voted on by way of poll.

As at the date of this notice, the Board comprises the following Directors:

Executive Directors:

Mr. Liu Xiaosong (*Chairman*)

Mr. Lu Bin

Independent non-executive Directors:

Mr. Chan Yiu Kwong

Mr. Zeng Liqing

Ms. Wu Shihong