

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this notice, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this notice.*

## **C Y FOUNDATION GROUP LIMITED**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 1182)**

### **NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (“**SGM**”) of C Y Foundation Group Limited (the “**Company**”) will be held at Horizon Room, 7/F., Metropark Hotel Causeway Bay Hong Kong, 148 Tung Lo Wan Road, Causeway Bay, Hong Kong on 8 August 2014, Friday, at 3:30 p.m. for the purposes of considering and, if thought fit, passing the following resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. “**THAT:**

- (a) the master supply agreement (the “**Agreement**”) entered into between CY Management Limited as purchaser and Weike Gaming Technology (S) Pte. Ltd. as supplier dated 18 June 2014 in respect of the sale and purchase of the slot and multi terminal machines and related software and systems, and the provision of the related services (together the “**Products and Services**”) for a term commencing from the next business day after the Agreement becoming unconditional (the “**Commencement Date**”) and up to 31 March 2017 (a copy of the Agreement is marked “A” and produced to the SGM and signed by the chairman of the SGM for identification purpose) and the transactions contemplated thereby be and are hereby approved, confirmed and ratified;
- (b) the maximum purchase amount of the Products and Services (the “**Purchase Cap(s)**”) under the Agreement of HK\$62,451,000, HK\$58,004,000 and HK\$80,674,000 for the period from the Commencement Date to 31 March 2015 and each of the two years ending 31 March 2016 and 2017 respectively be and are hereby approved; and

- (c) any one or more directors (the “**Directors**”) of the Company be and are hereby authorised to do all such acts and things as they consider necessary or expedient for the purposes of giving effect to the Agreement and the transactions contemplated thereby.”

2. “**THAT**

- (a) the grant of 11,500,000 share options (the “**Options**”) on 10 January 2014 pursuant to the share option scheme (the “**Share Option Scheme**”) of the Company adopted on 28 September 2012 to Mr. Sneah Kar Loon (“**Mr. Sneah**”) entitling him to subscribe for 11,500,000 ordinary shares (each a “**Share**”) of HK0.01 each in the share capital of the Company at the exercise price of HK\$0.47 per Share subject to such conditions on the exercise of the 11,500,000 Options as stipulated in the offer letter issued to Mr. Sneah dated 10 January 2014 be approved, confirmed and ratified; and
- (b) any one of the Directors or a duly authorised committee thereof be and is hereby authorised to do any act or things to sign, seal, execute and/or deliver any documents for and on behalf of the Company as may be necessary, desirable or expedient in connection with the grant of the 11,500,000 Options to Mr. Sneah.”

3. “**THAT**

- (a) the grant of 5,800,000 Options on 3 July 2014 pursuant to the Share Option Scheme to Mr. Sneah entitling him to subscribe for 5,800,000 Shares at the exercise price of HK\$0.415 per Share subject to such conditions on the exercise of the 5,800,000 Share Options as stipulated in the offer letter issued to Mr. Sneah dated 3 July 2014 be approved, confirmed and ratified; and
- (b) any one of the Directors or a duly authorised committee thereof be and is hereby authorised to do any act or things to sign, seal, execute and/or deliver any documents for and on behalf of the Company as may be necessary, desirable or expedient in connection with the grant of the 5,800,000 Options to Mr. Sneah.”

4. **“THAT** the Share Option Scheme, copy of which has been produced to the SGM marked “B” and signed by the chairman of the Meeting for the purpose of identification, be amended as follows:

(a) Paragraph 1.1

- (i) The following new definition be added: “Date of Grant means the date on which the Board resolves to make an Offer of that Option to the Eligible Participant, which date must be a Business Day” and all references to the “date of grant” in the Share Option Scheme be replaced and substituted by “Date of Grant”;
- (ii) The following new definition be added: “Inside Information has the same meaning as defined in Part XIVA of the Securities and Futures Ordinance, Cap. 571 of the Laws of Hong Kong as amended from time to time;
- (iii) The following new definition be added: “Macau means the Macau Special Administrative Region of the PRC”;
- (iv) The following new definition be added: “PRC means the People’s Republic of China, which for the purpose of this Scheme, shall exclude Hong Kong, Macau and Taiwan”;
- (v) The following new definition be added: “Working Date means a day (other than a Saturday) on which licensed banks are open for business in Hong Kong, Macau and PRC throughout their normal business hours”;
- (vi) The definition of “Hong Kong” be amended to mean “the Hong Kong Special Administrative Region of the PRC”;
- (vii) The use of the term “Subscription Price” be replaced and substituted by the term “Exercise Price” throughout the Share Option Scheme;
- (viii) The use of the term “Option Period” be replaced and substituted by the term “Validity Period” throughout the Share Option Scheme;

(b) Paragraph 1.3

A new paragraph 1.3 be added:

“Where any reference to a date in this Scheme shall fall on a non-Working Day, it shall be deemed to fall on the Working Day immediately following such date.”;

(c) Paragraph 3.1

Paragraph 3.1 be deleted in its entirety and replaced and substituted by the following:

“The purpose of this Scheme is to enable the Company to grant Options to selected Eligible Participants as incentives or rewards for their contribution or potential contribution to the Group or any Invested Entity. The Scheme shall be subject to the administration of a committee of the Directors whose decision on all matters arising in relation to this Scheme or its interpretation or effect including but not limited to whether any vesting condition(s) imposed on the Grantee has/have been fulfilled or not) shall (save as otherwise provided herein and in the absence of any manifest error) be final and binding on all persons who may be affected thereby.”;

(d) Paragraph 4.1

Paragraph 4.1 be deleted in its entirety and replaced and substituted by the following:

“The Board shall, subject to and in accordance with the provisions of this Scheme and the Listing Rules, be entitled (but shall not be bound) at any time and from time to time on any Business Day within a period of ten years commencing on the Adoption Date to make an Offer to such Eligible Participant as it may in its absolute discretion select, and subject to such vesting condition(s) and/or tranche(s) as the Board may think fit, to subscribe for such number of Shares (being a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof) as the Board may, subject to paragraph 10, determine at the Exercise Price provided that no Option shall be granted by the Board:

- (1) after Inside Information has come to the Company’s knowledge until such Inside Information has been announced by the Company;

(2) during the period commencing from one (1) month immediately preceding the earlier of:

(a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approving the Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and

(b) the deadline for the Company to publish its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcements.”;

(e) Paragraph 4.5

Paragraph 4.5 be deleted in its entirety and replaced and substituted by the following:

“Upon an Offer being accepted by an Eligible Participant in whole or in part in accordance with sub-paragraphs 4.3 or 4.4, an Option in respect of the number of Shares in respect of which the Offer was so accepted will be deemed to have been granted by the Company to such Eligible Participant on the Date of Grant. To the extent that the Offer is not accepted within thirty (30) days from the Offer Date (or such shorter period referred to in sub-paragraph 4.2) in the manner indicated in sub-paragraphs 4.3 or 4.4 it will be deemed to have been irrevocably declined.”;

(f) Paragraph 6.3(b)

Paragraph 6.3(b) be deleted in its entirety and replaced and substituted by the following:

“in the event of the Grantee who is an employee or a director of the Group or any Invested Entity ceasing to be an Eligible Participant by reason of ill-health, voluntary resignation, retirement or expiration of his term of directorship in accordance with his contract of employment before exercising the Option in full, he may exercise the Option (to the extent not already exercised) in whole or in

part in accordance with the provisions of sub-paragraph 6.2 within a period of six months following the date of such cessation or, if any of the events referred to in sub-paragraph 6.3(g), 6.3(h) or 6.3(i) occurs during such period, exercise the Option pursuant to sub-paragraphs 6.3(g), 6.3(h) or 6.3(i) respectively. The date of cessation as aforesaid shall be the last day on which the Grantee is actually at work with the Company or the relevant Subsidiary or the relevant Invested Entity whether salary is paid in lieu of notice or not;”;

(g) Paragraph 6.3(g)

Paragraph 6.3(g) be deleted in its entirety and replaced and substituted by the following:

“if a general or partial offer, whether by way of take-over offer, share re-purchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert (as defined in the Takeovers Code) with the offeror and such offer becomes or is declared unconditional or such scheme of arrangement is formally proposed to shareholders in the Company prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the Grantee and the Grantee shall, notwithstanding any other terms on which his Options were granted, be entitled to exercise the Option (to the extent not already exercised) to its full extent or to the extent as may be notified by the Company in writing to the Grantee setting out, at the Company’s absolute discretion, the time within which the Option can be exercised;”;

(h) Paragraph 7.1(c)

Paragraph 7.1(c) be deleted in its entirety and replaced and substituted by the following:

“the date on which the Grantee, being an employee or a director of a member of the Group or the relevant Invested Entity, ceases to be an Eligible Participant by reason of dismissal or by termination of his employment or directorship on any one or more of the grounds that he has been guilty of persistent or serious misconduct, or has become bankrupt or has become insolvent or has made any arrangement or

composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or the Company and any member of the Group or the relevant Invested Entity into disrepute) or any other ground(s) on which the relevant member of the Group or the relevant Invested Entity would be entitled to terminate the Grantee's employment or directorship pursuant to any applicable law;";

(i) Paragraph 15.4

Paragraph 15.4 be deleted in its entirety and replaced and substituted by the following:

"A Grantee shall be entitled, upon request, to receive copies of all notices and other documents sent by the Company to the Shareholders at the same time or within a reasonable time of any such notices or documents being sent to the Shareholders.";

(j) Paragraph 15.5

Paragraph 15.5 be deleted in its entirety and replaced and substituted by the following:

"Any notice or other communication between the Company and a Grantee may be given by sending the same by prepaid post, by electronic means or by personal delivery to, in the case of the Company, its principal place of business in Hong Kong and, in the case of the Grantee, his address in Hong Kong or his email address as notified to the Company from time to time or, if none or incorrect or out of date, his last place of employment with the Company or the Company's principal place of business in Hong Kong from time to time."; and

(k) Paragraph 15.7(c)

Paragraph 15.7(c) be deleted in its entirety and replaced and substituted by the following:

“upon completion of transmission if sent by facsimile, email or other form of electric transmissions; and”;

and the above amendments to the Share Option Scheme (the “**Amendments**”) be and are hereby approved and adopted and any one of the Directors be and is hereby authorized to do all such acts and execute such documents as may be necessary, desirable or expedient in order to give full effect to the Amendments to the Share Option Scheme.”

By order of the Board  
**C Y Foundation Group Limited**  
**BALAKRISHNAN Narayanan**  
*Executive Director*

Hong Kong, 24 July 2014

*Registered office:*

Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

*Head office and principal place of  
business in Hong Kong:*

Units 3503B-5, 35<sup>th</sup> Floor  
148 Electric Road  
North Point  
Hong Kong



*Notes:*

1. A member of the Company entitled to attend and vote at the SGM is entitled to appoint another person as his proxy to attend and to vote on his behalf. A proxy need not be a member of the Company. A member may appoint any number of proxies to attend in his stead.
2. Where there are joint registered holders of any share, any one of such persons may vote at the SGM, 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 the SGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such shares shall alone be entitled to vote in respect thereof.
3. In order to be valid, the form of proxy duly completed and signed in accordance with the instructions printed thereon must be deposited with the Company's branch share registrar and transfer office in Hong Kong, Tricor Secretaries Limited at Level 22, 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 of such power or authority, not less than 48 hours before the time appointed for holding the SGM or any adjournment thereof.
4. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjournment thereof should you so wish, and in such event, the instrument appointing the proxy shall be deemed to be revoked.
5. Save for any resolution(s) approving the procedural and administrative matters, any voting of the SGM should be taken by poll.

*As at the date of this notice, the executive directors of the Company are Mr. SNEAH Kar Loon, Mr. BALAKRISHNAN Narayanan, Mr. LIN Zheyang and Mr. LAI Hock Meng; the independent non-executive directors are Mr. YONG Peng Tak, Mr. IO Rudy Cheok Kei, Mr. GOH Hoon Leum and Mr. ER Kwong Wah.*