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FSE SERVICES GROUP LIMITED

豐盛服務集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 331)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**Meeting**”) of **FSE SERVICES GROUP LIMITED** (the “**Company**”) will be held at 17th Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong on Friday, 9 April 2021 at 4:30 p.m. for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolutions:

ORDINARY RESOLUTIONS

(1) “**THAT**

subject to and conditional upon the passing of each of the ordinary resolutions in this notice approving the 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the Proposed Transactions (as defined in the circular (the “**Circular**”) of the Company dated 19 March 2021) by FSE City Essential Services Limited (a wholly-owned subsidiary of the Company) as buyer from FSE Management Company Limited as seller on terms and conditions of the conditional agreement for sale and purchase dated 26 February 2021 (the “**Sale and Purchase Agreement**”, a copy of which has been produced to the Meeting and marked “A” and initialled by the chairman of the Meeting for identification purposes) and the performance of the transactions contemplated under the Sale and Purchase Agreement, be and they are hereby approved;
- (b) the directors (the “**Directors**”) of the Company be and they are hereby authorised, for and on behalf of the Company, to do such acts and things, to take such steps and to sign or otherwise execute such agreements, documents, deeds or instruments as are in their opinion necessary, desirable or expedient to implement and to give effect to the Proposed Transactions and all matters incidental thereto or in connection therewith; and

- (c) the Directors be and they are hereby authorised to agree to such variation, amendment, modification and/or waiver of any matters relating to or in connection with the Proposed Transactions as are, in their opinion in the interests of the Company and its shareholders as a whole in compliance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and other applicable law, rules and regulations.”

(2) “**THAT**

subject to and conditional upon (i) completion of the Proposed Transactions in accordance with the terms of the Sale and Purchase Agreement; and (ii) the passing of each of the ordinary resolutions in this notice approving the other 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the 2021 FSE Master Facility and Related Services Agreement to be entered into between the Seller and the Company (a copy of which has been produced to the meeting marked “B” and initialled by the chairman of the meeting for identification purpose) and the Services Transactions contemplated thereunder as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved;
- (b) the proposed annual caps in respect of the Service Transactions contemplated under the 2021 FSE Master Facility and Related Services Agreement for each of the period commencing from the Completion Date and ending on 30 June 2023 as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved; and
- (c) the Directors acting together or by committee, or any Director acting individually, be and is/are hereby authorised to take all steps necessary on behalf of the Company whatever he or they may, in his/their absolute discretion, consider necessary, desirable or expedient for the purpose of, or in connection with, the implementing and/or giving effect to the above matter.”

(3) “**THAT**

subject to and conditional upon (i) completion of the Proposed Transactions in accordance with the terms of the Sale and Purchase Agreement; and (ii) the passing of each of the ordinary resolutions in this notice approving the other 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the 2021 NWD Master Facility and Related Services Agreement to be entered into between NWD and the Company (a copy of which has been produced to the meeting marked “C” and initialled by the chairman of the meeting for identification purpose) and the Services Transactions contemplated thereunder as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved;

- (b) the proposed annual caps in respect of the Service Transactions contemplated under the 2021 NWD Master Facility and Related Services Agreement for each of the period commencing from the Completion Date and ending on 30 June 2023 as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved; and
- (c) the Directors acting together or by committee, or any Director acting individually, be and is/are hereby authorised to take all steps necessary on behalf of the Company whatever he or they may, in his/their absolute discretion, consider necessary, desirable or expedient for the purpose of, or in connection with, the implementing and/or giving effect to the above matter.”

(4) **“THAT**

subject to and conditional upon (i) completion of the Proposed Transactions in accordance with the terms of the Sale and Purchase Agreement; and (ii) the passing of each of the ordinary resolutions in this notice approving the other 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the 2021 NWS Master Facility and Related Services Agreement to be entered into between NWS and the Company (a copy of which has been produced to the meeting marked “D” and initialled by the chairman of the meeting for identification purpose) and the Services Transactions contemplated thereunder as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved;
- (b) the proposed annual caps in respect of the Service Transactions contemplated under the 2021 NWS Master Facility and Related Services Agreement for each of the period commencing from the Completion Date and ending on 30 June 2023 as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved; and
- (c) the Directors acting together or by committee, or any Director acting individually, be and is/are hereby authorised to take all steps necessary on behalf of the Company whatever he or they may, in his/their absolute discretion, consider necessary, desirable or expedient for the purpose of, or in connection with, the implementing and/or giving effect to the above matter.”

(5) **“THAT**

subject to and conditional upon (i) completion of the Proposed Transactions in accordance with the terms of the Sale and Purchase Agreement; and (ii) the passing of each of the ordinary resolutions in this notice approving the other 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the 2021 CTFE Master Facility and Related Services Agreement to be entered into between CTFE and the Company (a copy of which has been produced to the meeting marked “E” and initialled by the chairman of the meeting for identification purpose) and the Services Transactions contemplated thereunder as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved;
- (b) the proposed annual caps in respect of the Service Transactions contemplated under the 2021 CTFE Master Facility and Related Services Agreement for each of the period commencing from the Completion Date and ending on 30 June 2023 as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved; and
- (c) the Directors acting together or by committee, or any Director acting individually, be and is/are hereby authorised to take all steps necessary on behalf of the Company whatever he or they may, in his/their absolute discretion, consider necessary, desirable or expedient for the purpose of, or in connection with, the implementing and/or giving effect to the above matter.”

(6) **“THAT**

subject to and conditional upon (i) completion of the Proposed Transactions in accordance with the terms of the Sale and Purchase Agreement; and (ii) the passing of each of the ordinary resolutions in this notice approving the other 2021 Master Facility and Related Services Agreements, the Services Transactions contemplated thereunder and the Annual Caps for the same:

- (a) the 2021 CTFJ Master Facility and Related Services Agreement to be entered into between CTFJ and the Company (a copy of which has been produced to the meeting marked “F” and initialled by the chairman of the meeting for identification purpose) and the Services Transactions contemplated thereunder as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved;
- (b) the proposed annual caps in respect of the Service Transactions contemplated under the 2021 CTFJ Master Facility and Related Services Agreement for each of the period commencing from the Completion Date and ending on 30 June 2023 as more particularly set out in the “Letter from the Board” in the Circular be and are hereby approved; and

- (c) the Directors acting together or by committee, or any Director acting individually, be and is/are hereby authorised to take all steps necessary on behalf of the Company whatever he or they may, in his/their absolute discretion, consider necessary, desirable or expedient for the purpose of, or in connection with, the implementing and/or giving effect to the above matter.”

(7) “**THAT** Dr. Cheng Chun Fai be re-elected as an executive Director.”

SPECIAL RESOLUTION

“**THAT** subject to and conditional upon the necessary approval of the Registrar of Companies in the Cayman Islands being obtained, the English name of the Company be changed from “FSE Services Group Limited” to “FSE Lifestyle Services Limited” and to adopt the Chinese name “豐盛生活服務有限公司” as the dual foreign name of the Company in place of the existing Chinese name “豐盛服務集團有限公司” with effect from the date of entry of the new English name and dual foreign name on the register maintained by the Registrar of Companies in the Cayman Islands, and that any one director of the Company be and is hereby authorised to do all things and acts and sign all documents as they may consider necessary, desirable or expedient to implement and/or give effect to any matters relating to or in connection with the aforesaid change of Company name.”

By order of the Board
FSE Services Group Limited
Lee Kwok Bong
Executive Director

Hong Kong, 19 March 2021

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:*

Units 801–810, 8th Floor
Chevalier Commercial Centre
8 Wang Hoi Road
Kowloon Bay, Kowloon
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 ordinary shares (the “**Shares**”) of HK\$0.10 each in the Company may appoint more than one proxy to represent him and vote on his behalf at the Meeting. A proxy needs not be a member of the Company.
2. In the case of joint registered holders of any Share, any one of such joint holders may vote at the Meeting (or any adjournment thereof), 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 are present at the Meeting (or any adjournment thereof) personally or by proxy, that one of the said joint holders so present whose name stands first on the Company’s register of members in respect of such Share shall alone be entitled to vote in respect thereof.

3. A form of proxy for use at the Meeting is enclosed. Completion and delivery of the form of proxy will not preclude you from attending and voting in person at the Meeting (or any adjournment thereof) if you so wish, and in such event, the form of proxy shall be deemed to be revoked.
4. To be valid, the instrument appointing a proxy, together with any power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority must be deposited at the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding the Meeting (or any adjournment thereof).
5. In order to determine entitlement of a member of the Company to attend and vote at the Meeting (or any adjournment thereof), the Company's branch register of members will be closed from Thursday, 1 April 2021 to Friday, 9 April 2021 (both days inclusive) during which period no transfer of Shares will be effected. In order to be eligible to attend and vote at the Meeting, all transfers accompanied by the relevant share certificates must be lodged with the Company's branch share registrar and transfer office in Hong Kong, Tricor Investor Services Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, for registration no later than 4:30 p.m. on Wednesday, 31 March 2021.
6. Voting on the above resolutions will be taken by poll.

As at the date of this notice, the board of Directors comprises Dr. Cheng Kar Shun, Henry (Chairman) as non-executive Director, Mr. Lam Wai Hon, Patrick (Vice- Chairman), Mr. Poon Lock Kee, Rocky (Chief Executive Officer), Mr. Doo William Junior Guilherme, Mr. Lee Kwok Bong, Mr. Soon Kweong Wah, Mr. Wong Shu Hung and Dr. Cheng Chun Fai as executive Directors, and Mr. Kwong Che Keung, Gordon, Mr. Hui Chiu Chung, Stephen, Mr. Lee Kwan Hung, Eddie and Dr. Tong Yuk Lun, Paul as independent non-executive Directors.

PRECAUTIONARY MEASURES FOR THE MEETING

At the time of publishing this notice the coronavirus (COVID-19) situation in Hong Kong is still developing and the situation at the time of Meeting is difficult to predict. **The Company reminds attendees that they should carefully consider the risks of attending the Meeting, taking into account their own personal circumstances. Furthermore, the Company would like to remind shareholders that physical attendance in person at the Meeting is not necessary for the purpose of exercising their voting rights and strongly recommends shareholders to appoint the chairman of the Meeting as their proxy and submit their form of proxy as early as possible.**

Should the coronavirus continue to affect Hong Kong at or around the time of the Meeting, the Company may implement precautionary measures at the Meeting in the interests of the health and safety of the attendees of the Meeting which include without limitation:

1. All attendees will be required to wear surgical face masks before they are permitted to attend, and during their attendance of, the Meeting. Attendees are advised to observe good personal hygiene and maintain appropriate social distance with each other at all times when attending the Meeting.
2. There will be compulsory body temperature screening for all persons before entering the Meeting venue. Should anyone seeking to attend the Meeting decline to submit to temperature testing or be found to be suffering from a fever with a body temperature of 37.3 degrees Celsius or above or otherwise unwell, the Company reserves the right to refuse such person's admission to the Meeting.
3. Attendees may be asked if (i) he/she has travelled outside of Hong Kong within 14 days immediately before the Meeting; (ii) he/she is subject to any HKSAR Government prescribed quarantine requirement; and (iii) he/she has any flu-like symptoms or close contact with any person under quarantine or with recent travel history. Any person who responds positively to any of these questions will be denied entry into the Meeting venue and will not be allowed to attend the Meeting.
4. Appropriate distancing and spacing in line with the guidance from the HKSAR Government will be maintained and as such, the Company may limit the number of attendees at the Meeting as may be necessary to avoid over-crowding.
5. Each attendee will be assigned a designated seat to facilitate contact tracing and to ensure appropriate social distancing.
6. **No gifts, food or beverages will be provided at the Meeting.**
7. Company staff and representatives at the Meeting venue will assist with crowd control and queue management to ensure appropriate social distancing.
8. Due to the constantly evolving COVID-19 pandemic situation, the Company may implement further changes and precautionary measures in relation to the Meeting arrangements at short notice. Shareholders should check the Company's website for further announcements and updates on the Meeting arrangements.