

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.



WING ON TRAVEL (HOLDINGS) LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 1189)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of Wing On Travel (Holdings) Limited (the “**Company**”) will be held at Shop B27, Basement, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong on Monday, 19 April 2010 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions:–

ORDINARY RESOLUTION

1. “**THAT:**

- (a) (i) the disposal (“Disposal”) by the Company of 90% of the issued share capital of HKWOT (BVI) Limited (“HKWOT”) pursuant to the agreement (the “Disposal Agreement”) dated 3 February 2010 entered into between the Company (as vendor), C-Travel International Limited (the “Purchaser”) (as purchaser) and Ctrip.com International, Ltd. (“Guarantor”) (as guarantor to the Purchaser) at an initial consideration of US\$88 million (equivalent to approximately HK\$684 million) subject to adjustments (a copy of the Agreement has been produced to the meeting marked “A” and has been signed by the Chairman of the meeting for the purpose of identification) and (ii) all transactions contemplated under the Disposal Agreement including without limitation the entering into and the performance of:
 - (aa) a shareholders agreement (“Shareholders Agreement”) to be entered into between the Company, the Purchaser, the Guarantor and HKWOT (a copy of the agreed form of which has been produced to this Meeting and marked “B” and initialled by the chairman of the Meeting for the purpose of identification) in relation to the operation and affairs of HKWOT (including but not limited to the grant of a call option by the Company in favour of

the Purchaser to require the Company to sell all its HKWOT shares to the Purchaser upon the occurrence of certain matters as specified in the Shareholders Agreement and the grant by the Company of the drag-along right in favour of the Purchaser to require a sale by the Company of all its HKWOT shares to a third party);

- (bb) a trademark assignment (the “Trademark Assignment”) to be entered into between the Company (as assignor) and the Purchaser (as assignee) in respect of the assignment of certain trademark applications and registrations as stated in the Trademark Assignment (a copy of the agreed form of which has been produced to this Meeting and marked “C” and initialled by the chairman of the Meeting for the purpose of identification);
- (cc) a deed of indemnity (the “Deed of Indemnity”) to be entered into between the Company and the Purchaser in respect of the indemnity to be given by the Company in favour of the Purchaser against certain tax liabilities and litigation claims (a copy of the agreed form of which has been produced to this Meeting and marked “D” and initialled by the chairman of the Meeting for the purpose of identification); and
- (dd) a share charge (the “Share Charge”) to be entered into between the Company (as chargor) and the Purchaser (as chargee) in respect of a first fixed charge over the Company’s shares in HKWOT in favour of the Purchaser (a copy of the agreed form of which has been produced to this Meeting and marked “E” and initialled by the chairman of the Meeting for the purpose of identification),

be and are hereby approved; and

- (b) the directors of the Company be and are hereby authorised to do all such acts and things, to sign and execute all documents and to take such steps as they consider necessary, desirable, or expedient to give effect to or in connection with the Disposal, the Disposal Agreement, the Shareholders Agreement, the Trademark Assignment, the Deed of Indemnity and the Share Charge and the transactions contemplated thereunder.”

SPECIAL RESOLUTION

2. “**THAT** subject to and conditional upon completion of the Disposal (as defined in resolution number 1 in the notice convening this meeting):–

(a) the English name of the Company be changed to “Rosedale Hotel Holdings Limited”; and

(b) “珀麗酒店控股有限公司” be adopted as the secondary name of the Company,

and that any one director of the Company be and is hereby authorised to do all such acts and things and execute all documents he considers necessary or expedient in connection with or to give effect to such change of name of the Company.”

By Order of the Board
Wing On Travel (Holdings) Limited
Law Sau Lai
Company Secretary

Hong Kong, 27 March 2010

Notes:

1. Any shareholder of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his proxy to attend and vote instead of him. A shareholder 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 of the Company. A proxy need not be a shareholder of the Company. In addition, a proxy or proxies representing either an individual shareholder or a shareholder which is a corporation, shall be entitled to exercise the same powers on behalf of the shareholder which he or they represent as such shareholder could exercise.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy and the power of attorney, or other authority, if any, under which it is signed or notarially certified copy of the power or authority shall be deposited at the branch share registrar of the Company in Hong Kong, Tricor Secretaries Limited at 26th Floor, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

3. Delivery of an instrument appointing a proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
4. Where there are joint holders of any share of the Company, any one of such holders may vote at the meeting, 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 meeting personally or by proxy, then the one of such holders whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased shareholder in whose name any share stands shall for this purpose be deemed joint holders thereof.

As at the date of this notice, the directors of the Company are as follows:

Executive Directors:

Mr. Cheung Hon Kit (*Chairman*)
Ms. Chan Ling, Eva (*Managing Director*)
Dr. Yap, Allan
Mr. Chan Pak Cheung, Natalis

Independent Non-Executive Directors:

Mr. Kwok Ka Lap, Alva
Mr. Poon Kwok Hing, Albert
Mr. Sin Chi Fai