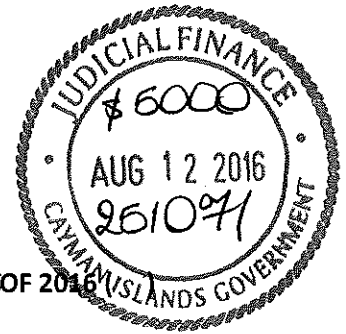


IN THE GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION



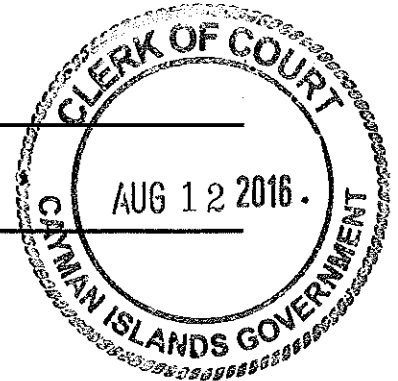
FSD CAUSE NO. 124 OF 2016

IN THE MATTER OF SECTION 15 OF THE COMPANIES LAW (2013 REVISION)

AND IN THE MATTER OF BIRMINGHAM INTERNATIONAL HOLDINGS LIMITED 伯明翰環球
控股有限公司



PETITION



TO: The Grand Court of the Cayman Islands

The HUMBLE PETITION OF BIRMINGHAM INTERNATIONAL HOLDINGS LIMITED 伯明翰環球
球控股有限公司 shows that:

- 1 BIRMINGHAM INTERNATIONAL HOLDINGS LIMITED 伯明翰環球控股有限公司 (the *Company*) was incorporated and registered (registration no.118368) on 21 June 2002 under the Companies Law (2007 Revision) (the *Companies Law*).
- 2 The registered office of the Company is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111 Cayman Islands.
- 3 By Order of the High Court of Hong Kong Special Administrative Region dated 16 February 2015, Stephen Liu Yiu Keung, David Yen Ching Wai and Koo Chi Sum of Ernst & Young Transactions Limited, 62nd Floor, One Island East, 18 Westlands Road, Island East, Hong Kong were appointed Receivers over the Company.

The Company

- 4 The objects for which the Company was established are unrestricted.

- 5 The authorised share capital of the Company is HK\$500,000,000 divided into 50,000,000,000 shares of HK\$0.01 each (the *Shares* and each a *Share*). As at the date of this Petition, the issued share capital of the Company is HK\$96,810,867.33 divided into 9,681,086,733 Shares with a nominal or par value of HK\$0.01 each, which have been fully paid-up or credited as being fully paid-up.
- 6 The Shares of the Company have been listed on The Stock Exchange of Hong Kong Limited (the *SEHK*) since 12 November 2002 under stock code number 2309. Since that time, the Company has allotted and issued various tranches of the Shares, being the only class of shares of the Company. Trading in the Company's Shares on the SEHK has been suspended since 4 December 2014.
- 7 The present directors of the Company and their respective dates of appointment are as follows:

Name of Director	Date of Appointment
Cheung, Yuk Ming	9 March 2015
Koo, Chi Sum	9 March 2015
Lai, Henry Stephen Hin Wing	9 March 2015
Law, Pui Cheung	9 March 2015
Liu, Stephen Yiu Keung	9 March 2015
Yen, David Ching Wai	9 March 2015

The Proposed Restructuring and the Capital Reduction

- 8 The Company and the Receivers have entered into exclusive terms with Trillion Trophy Asia Limited (the *Investor*), a company incorporated in the British Virgin Islands with limited liability, whereby the Investor has an exclusivity period to enter into a binding subscription or sale and purchase agreement in respect the shares of

the Company and/or Birmingham City PLC (**BCPLC**) and the Receivers have accordingly formulated a restructuring proposal of the Company (the **Proposed Restructuring**). The Proposed Restructuring comprises, *inter alia*:

- a) Satisfaction of the conditions provided by the SEHK for the resumption of trading in the Shares on the SEHK;
- b) The proposed restructuring of the capital of the Company comprises, *inter alia*:
 - i) the proposed consolidation of every twenty (20) issued and unissued Shares of HK\$0.01 each into one (1) consolidated Share of HK\$0.20 each (the **Share Consolidation**);
 - ii) the proposed reduction in the nominal value of each of the consolidated Shares in the issued share capital of the Company from HK\$0.20 per consolidated Share to HK\$0.01 per New Share by cancelling HK\$0.19 of the capital paid up on each issued consolidated Share upon the Share Consolidation becoming effective (the **Capital Reduction**);
 - iii) the proposed share premium cancellation of the Company upon the Capital Reduction becoming effective (the **Share Premium Cancellation**);
 - iv) the offset of the credits arising from the Capital Reduction and the Share Premium Cancellation against the accumulated losses of the Company upon the Share Premium Cancellation;
 - v) the proposed cancellation of the authorised but unissued share capital of the Company in its entirety immediately upon the Capital Reduction becoming effective (the **Authorised Share Capital Cancellation**); and

vi) the proposed increase of the authorised share capital of the Company to HK\$500,000,000 immediately following the Share Premium Cancellation and the Authorised Share Capital Cancellation becoming effective (the **Authorised Share Capital Increase**),

(together, the **Capital Reorganisation**);

9 The Articles of Association of the Company provide materially as follows:

"Article 4

The Company may from time to time by ordinary resolution in accordance with the [Companies] Law alter the conditions of its Memorandum of Association to:

- (a) increase its capital by such sum, to be divided into shares of such amounts, as the resolution shall prescribe;*
- (b) consolidate and divide all or any of its capital into shares of larger amount than its existing shares;*
- (c) divide its shares into several classes and without prejudice to any special rights previously conferred on the holders of existing shares attach thereto respectively any preferential, deferred, qualified or special rights, privileges, conditions or such restrictions which in the absence of any such determination by the Company in general meeting, as the Directors may determine provided always that where the Company issues shares which do not carry voting rights, the words "non voting" shall appear in the designation of such shares and where the equity capital include shares with different voting rights, the designation of each class of shares, other than those with the most favourable voting rights, must include the words "restricted voting" or "limited voting";*
- (d) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association (subject, nevertheless, to the [Companies] Law), and may by such resolution determine that, as between*

the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred, deferred or other rights or be subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;

- (e) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its capital by the amount of the shares so cancelled or, in the case of shares, without par value, diminish the number of shares into which its capital is divided.*

Article 6

The Company may from time to time by special resolution, subject to any confirmation or consent required by law, reduce its share capital or any share premium account or any capital redemption reserve or other undistributable reserve in any manner permitted by the [Companies] Law”.

- 10 The Company is an investment holding company. The principal activities of the Company’s subsidiaries are: (i) the operation of a professional football club (namely Birmingham City Football Club (**BCFC**) in the United Kingdom); (ii) entertainment and media services; and (iii) holding investments. The Company’s main subsidiary is BCPLC, a company incorporated in the United Kingdom, in which the Company holds 96.64% of its entire issued share capital. BCPLC in turn holds 100% of the shareholding in Birmingham City Football Club PLC (**BCFCPLC**). BCFCPLC operates BCFC, which plays in the Football Championship League in the United Kingdom.
- 11 The proposed Capital Reduction does not involve either the diminution of any liability in respect of unpaid capital and the Company has no intention to make any payment of paid up capital to any of its shareholder. Furthermore, the proposed Capital Reduction will not alter the underlying assets, business operations, management or financial position of the Company nor will it affect the proportionate interests of the shareholders of the Company.

- 12 At an extraordinary general meeting of the members of the Company proposed to be held at 11.am. Hong Kong time, on 29 August 2016 (the *EGM*) at Taichi Room, Unit 3810, 38/F China Resources Building, 26 Harbour Road, Wanchai, Hong Kong, they will consider and, if thought fit, pass the following special resolution of the Company in accordance with section 14(1) of the Companies Law (the *Special Resolution*) and the following ordinary resolution of the Company:

SPECIAL RESOLUTION

"**THAT** subject to the fulfilment of all the conditions set out in the section headed "Conditions of the Capital Reorganisation" in the circular of the Company dated 5 August 2016 (the "Circular"), a copy of which has been tabled at the meeting marked "A" and initialled by the chairman of the meeting for the purpose of identification, with effect on a date to be determined by the board of directors of the Company, such date being after the registration of the Grand Court of the Cayman Islands order and the minute containing particulars required under the Companies Law (2013 Revision) of the Cayman Islands ("**Effective Date**"):

- (a) every twenty (20) issued and unissued ordinary shares with a nominal value of HK\$0.01 each (each a "**Share**") in the share capital of the Company be consolidated into one (1) share with a nominal value of HK\$0.20 (each a "**Consolidated Share**"), such Consolidated Share(s) to rank pari passu in all respects with each other and have the rights and privileges and be subject to the restrictions in respect of the shares contained in the memorandum and articles of association of the Company) (the "**Share Consolidation**");
- (b) upon the Share Consolidation becoming effective, the issued and paid up share capital of the Company be reduced by cancelling paid up capital in the amount of HK\$0.19 on each issued Consolidated Share of the Company on the Effective Date (the "**Capital Reduction**"), so that following such reduction, each issued Consolidated Share with a nominal value of HK\$0.20 each in the share capital of the Company shall be treated as one fully paid up share with a par value of HK\$0.01 each in the share capital of the

Company (each a “**New Share**” and “**New Shares**” shall be construed accordingly);

- (c) the entire amount standing to the credit of the share premium account of the Company of approximately HK\$1,272,710,000 be cancelled (“**Share Premium Cancellation**”);
- (d) upon the Capital Reduction and Share Premium Cancellation becoming effective, the credits arising from the Capital Reduction and the Share Premium Cancellation be applied to set-off the accumulated losses of the Company of approximately HK\$1,608,834,000 as at 30 June 2015 with the balance (if any) to be transferred to a distributable reserve account of the Company which may be utilised as a distributable reserve in accordance with the articles of association of the Company and all applicable laws;
- (e) upon the Capital Reduction and Share Premium Cancellation becoming effective, all the existing authorised but unissued Shares in the capital of the Company be cancelled in their entirety (“**Authorised Share Capital Cancellation**”);
- (f) immediately following the Authorised Share Capital Cancellation becoming effective, the authorised share capital of the Company be increased from HK\$4,840,543.36 divided into 484,054,336 New Shares of HK\$0.01 each to HK\$500,000,000.00 divided into 50,000,000,000 New Shares of HK\$0.01 each (“**Authorised Share Capital Increase**”);
- (g) all of the New Shares resulting from the Capital Reduction and the Authorised Share Capital Increase shall rank pari passu in all respects with each other and have the rights and privileges and be subject to the restrictions in respect of the shares contained in the memorandum and articles of association of the Company;
- (h) any fractional New Shares shall be disregarded and not be issued to shareholders of the Company but all such fractional New Shares will be

aggregated and, if possible, sold and the proceeds retained for the benefit of the Company; and

- (i) any one director of the Company be and is hereby authorised generally to do all things and signs all documents as he/she may consider appropriate and desirable to effect and implement the matters approved by this Resolution and to issue new share certificates in respect of the New Shares to holders of the existing shares of the Company pursuant to the Share Consolidation and the Capital Reduction.”

To consider and if thought fit, pass with or without amendments, the following resolution:

ORDINARY RESOLUTION

THAT

- I. subject to the fulfilment of the conditions in the underwriting agreement dated 1 August 2016 entered into between Kingston Securities Limited and the Company (the “**Underwriting Agreement**”), (a copy of which has been tabled at the meeting marked “B” and initialled by the chairman of the meeting for the purpose of identification):
 - a) the allotment and issue by way of open offer (the “**Open Offer**”) of 242,027,168 shares of HK\$0.01 each in the capital of the Company (the “**Offer Share(s)**”) on the basis of one offer share for every two New Shares (as such term is defined in resolution number 1 in the notice convening this meeting) (upon the Capital Reorganisation (as such term is defined in the Circular) becoming effective) held by the qualifying shareholders on the record date at the subscription price of HK\$0.08 per Offer Share on the terms and conditions set out in the Circular be and is hereby approved, confirmed and ratified;

- b) the Underwriting Agreement and all transactions contemplated thereunder, in accordance with the terms of the Underwriting Agreement, be and is hereby approved, confirmed and ratified;
- c) any one director of the Company be and is hereby authorised on behalf of the Company to take all steps necessary, appropriate, desirable or expedient in his/her opinion to be in the interests of the Company and its shareholders as a whole to approve and implement and/or give effect to the Open Offer, the Underwriting Agreement and the transactions contemplated thereunder, including, inter alia, (i) to exercise the powers of the Company to allot and issue the Offer Shares, such shares to rank pari passu in all respects with each other and with the shares of the Company in issue on the date of allotment and issue, and to have the rights and privileges and be subject to the restrictions in respect of the shares contained in the memorandum and articles of association of the Company; (ii) to sign, seal, execute, perfect, deliver, submit and/or implement the Underwriting Agreement and any documents, instruments, deeds and agreements in connection with or pursuant to the Underwriting Agreement; (iii) to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents, which are not fundamentally different from those as provided under the Underwriting Agreement); and (iv) to exercise all such powers and do all such necessary acts and things to give effect to and/or implement the Open Offer, the Underwriting Agreement and the transactions contemplated under the Underwriting Agreement, PROVIDED THAT such further documents or agreements will be of administrative nature and ancillary to the implementation of the Underwriting Agreement;

II.

- a) the subscription agreement dated 6 June 2016 entered into between the Company and Trillion Trophy Asia Limited (the "Investor") (the

“Subscription Agreement”) (as amended by a supplemental deed dated 8 June 2016) (a copy of which has been tabled at the meeting marked **“C”** and initialled by the chairman of the meeting for the purpose of identification), pursuant to which the Investor conditionally agreed to subscribe for 3,125,000,000 New Shares (as such term is defined in resolution number 1 in the notice convening this meeting) (the **“Subscription Shares”**) at the subscription price of HK\$0.08 per share (**“Share Subscription”**) and all transactions contemplated thereunder, in accordance with the terms and conditions of the Subscription Agreement, in each case be and are hereby approved, confirmed and ratified;

- b) any one director of the Company be and is hereby authorised on behalf of the Company to take all steps necessary, appropriate, desirable or expedient in his/her opinion to be in the interests of the Company and its shareholders as a whole to approve and implement and/or give effect to the Subscription Agreement and the transactions contemplated thereunder, including, inter alia, (i) to exercise the powers of the Company to allot and issue the Subscription Shares, such shares to rank pari passu in all respects with each other and with the shares of the Company in issue on the date of allotment and issue, and to have the rights and privileges and be subject to the restrictions in respect of the shares contained in the memorandum and articles of association of the Company; (ii) to sign, seal, execute, perfect, deliver, submit and/or implement the Subscription Agreement and any documents, instruments, deeds and agreements in connection with or pursuant to the Subscription Agreement; (iii) to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents, which are not fundamentally different from those as provided under the Subscription Agreement); and (iv) to exercise all such powers and do all such necessary acts and things to give effect to and/or implement the transactions contemplated under the Subscription Agreement

PROVIDED THAT such further documents or agreements will be of administrative nature and ancillary to the implementation of the Subscription Agreement;

III.

- a) the convertible note subscription agreement dated 6 June 2016 entered into between the Company and the Investor (the "**CN Subscription Agreement**") (as amended by a supplemental deed dated 8 June 2016) (copy of which has been tabled at the meeting marked "D" and initialled by the chairman of the meeting for the purpose of identification), pursuant to which the Investor conditionally agreed to subscribe for convertibles notes ("**New Convertible Notes**") to be issued by the Company in the aggregate principal amount of HK\$150,000,000, which entitle note holders to convert into up to 1,875,000,000 New Shares (as such term is defined in resolution numbered 1 in the notice convening this meeting) (the "**Conversion Share(s)**") each at the initial conversion price of HK\$0.08 per Conversion Share (subject to adjustment in accordance with the CN Subscription Agreement) and all transactions contemplated thereunder, in accordance with the terms and conditions of the CN Subscription Agreement, in each case be and are hereby approved, confirmed and ratified;
- b) any one director of the Company be and is hereby authorised on behalf of the Company to take all steps necessary, appropriate, desirable or expedient in his/her opinion to be in the interests of the Company and its shareholders as a whole to approve and implement and/or give effect to the CN Subscription Agreement and the transactions contemplated thereunder, including, inter alia, (i) to exercise the powers of the Company to issue the New Convertible Notes and to allot and issue the Conversion Shares upon exercise of the conversion rights attached to the New Convertible Notes, such shares to rank pari passu in all respects with each other and with the shares of the Company in

issue on the date of allotment and issue, and to have the rights and privileges and be subject to the restrictions in respect of the shares contained in the memorandum and articles of association of the Company; (ii) to sign, seal, execute, perfect, deliver, submit and/or implement the CN Subscription Agreement and any documents, instruments, deeds and agreements in connection with or pursuant to the CN Subscription Agreement; (iii) to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents, which are not fundamentally different from those as provided under the CN Subscription Agreement); and (iv) to exercise all such powers and do all such necessary acts and things to give effect to and/or implement the transactions contemplated under the CN Subscription Agreement PROVIDED THAT such further documents or agreements will be of administrative nature and ancillary to the implementation of the CN Subscription Agreement;

- IV. subject to the Executive Director of the Corporate Finance Division of the Securities and Futures Commission ("**Executive**") granting consent pursuant to Rule 25 of the Hong Kong Code on Takeovers and Mergers (the "**Takeovers Code**") (either conditionally or subject to such conditions as may be required by the Executive), all the transactions contemplated under (i) the deed of settlement dated 12 April 2016 entered into between the Company and U-Continent Holdings Limited (copy of which has been tabled at the meeting marked "E" and initialled by the chairman of the meeting for the purpose of identification); (ii) the deed of settlement dated 8 March 2016 entered into between the Company, Birmingham City Football Club PLC, Mr. Yeung Ka Sing, Carson and Mr. Ryan Yeung (copy of which has been tabled at the meeting marked "F" and initialled by the chairman of the meeting for the purpose of identification); (iii) the deed of settlement dated 4 May 2016 entered into between the Company, Birmingham City Football Club PLC, Mr. Peter Pannu, Asia Rays Limited and Amazing Top International Enterprise Limited (copy of which has been tabled at the meeting marked "G" and initialled by the chairman

of the meeting for the purpose of identification) ; and (iv) the undertaking dated 14 April 2016 given by the Investor pursuant to which the Investor will pay the debt owed by the Company to Mr. Yeung Ka Sing, Carson in the amount of HK\$9,028,399.06 for the Company (copy of which has been tabled at the meeting marked "H" and initialled by the chairman of the meeting for the purpose of identification), all of which constitute special deals under Rule 25 of the Takeovers Code be and are hereby approved, confirmed and ratified and any director of the Company be and is hereby authorised to execute such other documents, do all other acts and things and take such action as may in the opinion of such director be necessary, desirable or expedient to implement and give effect to the matters contemplated hereunder; and

- V. subject to the Executive granting a waiver pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code of the obligations on the Investor and parties acting in concert with it to make a mandatory general offer under Rule 26 of the Takeovers Code for all the issued shares of the Company (not already owned or agreed to be acquired by the Investor and parties acting in concert with it) as a result of the completion of Capital Reorganisation, the Open Offer and the Share Subscription ("**Waiver**"), the Waiver be and is hereby approved and any one director of the Company be and is hereby authorised to do all acts and things and execute such documents (including the affixation of the common seal of the Company where execution under seal is required) and take all steps which, in his/her opinion deem necessary, desirable or expedient to carry out or to give effect to any matters relating to or in connection with the Waiver."

- 13 The form of Minute proposed to be registered is as follows:

"The issued share capital of Birmingham International Holdings Limited was by virtue of a Special Resolution passed on 29 August 2016 and with sanction of the Grand Court of the Cayman Islands by Order dated [] 2016, reduced from HK\$96,810,867.33 divided into 9,681,086,733 shares of par value HK\$0.01 each to HK\$4,840,543.36 divided into 484,054,336 shares of par value HK\$0.01.

The authorised share capital of the Company on the registration of this Minute, is HK\$500,000,000 divided into 50,000,000,000 New Shares of par value HK\$0.01 each."

The Petitioner therefore prays:

- (1) The Court being satisfied that proposed reduction of share capital does not involve either a diminution of liability in respect of unpaid share capital or the payment to any shareholder of any paid-up share capital of the Company, no creditors are entitled to object and the requirements of section 15(2) of the Companies Law (2013 Revision) do not apply;
- (2) To be moved following the EGM only: That the Capital Reduction of the Company proposed by the Special Resolution in paragraph 12 herein be confirmed and that the Minute be approved by the Court;
- (3) Provision as to costs;
- (4) Such other order or directions may be made as the Court thinks fit.

Dated this 12th day of August 2016

HARVEY WESTWOOD AND RIEGELS
Signature

It is intended to serve this Petition upon:

- 1 The Registrar of Companies; and
- 2 The Company at its registered office.

THIS PETITION was filed by Harney Westwood & Riegels, Attorneys-at-Law for the Petitioner, whose address for service is 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: 048551.0001.)

Notice of Hearing

This Petition, having been presented to the Court on the 12th day of August, 2016, will be heard at the Law Courts, George Town, Grand Cayman on the 30th day of August, 2016 at 10.00 a.m. or as soon thereafter as the Petition can be heard.

THIS PETITION was filed by Harney Westwood & Riegels, Attorneys-at-Law for the Petitioner, whose address for service is 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman KY1-1002, Cayman Islands (Ref: 048551.0001)