



TOP FORM INTERNATIONAL LIMITED

黛麗斯國際有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 00333)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of Top Form International Limited (the “**Company**”) will be held at Harbour View Ballroom, Level 4, Four Seasons Hotel Hong Kong, 8 Finance Street, Central, Hong Kong on Friday, 5 September 2008 at 10:00 a.m. for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as ordinary resolutions:

ORDINARY RESOLUTIONS

1. “**THAT**

- (a) the conditional sale and purchase agreement dated 26 July 2008 entered into among Top Form (B.V.I.) Limited as purchaser and Ace Style International Limited, Andrew Sia, Wong May May Carina, Tina Sia, Pearl Soriaga, Marileen Silvestre and Rowena Tence as vendors (the “**Share Acquisition Agreement**”) (a copy of which has been produced to the meeting marked “A” and initialled by the Chairman for the purpose of identification), in relation to the acquisition of the entire issued share capital of each of Ace Style Intimate Apparel Limited, Elkhorn Enterprises Limited, Tavistock Springs (HK) Limited and Carina Apparel Inc. (the “**Acquisition**”) for an aggregate consideration of HK\$303,331,957 (subject to adjustment as set out in the Share Acquisition Agreement) and all the transactions contemplated thereunder be and are hereby approved, confirmed and ratified, and that the directors of the Company be and are hereby authorised to do all things and acts and execute and deliver all documents under the common seal, if necessary, of the Company or otherwise which they consider necessary, desirable or expedient in connection with the Acquisition and the transactions contemplated under the Share Acquisition Agreement; and

* *For identification purpose only*

- (b) subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of and permission to deal in the Consideration Shares (as defined below), the directors of the Company be and are hereby authorised to allot and issue an aggregate of up to 26,879,703 new shares (the “**Consideration Shares**”) in the authorised share capital of the Company valued at HK\$0.682 per Consideration Share to Mr. Andrew Sia at completion of the Share Acquisition Agreement, and that the Consideration Shares shall, when allotted and issued, rank pari passu in all respects with all other shares in the Company in issue on the date of such allotment and issue.”

2. “**THAT**

- (a) subject to the terms and conditions of the Share Acquisition Agreement, the service agreement to be entered into between Mr. Andrew Sia and the Company (the “**Service Agreement**”) on the date of completion of the Share Acquisition Agreement (a copy of which has been produced to the meeting marked “B” and initialled by the Chairman for the purpose of identification), in relation to the appointment of Mr. Andrew Sia as an executive director of the Company and all the transactions contemplated thereunder be and are hereby accepted, approved and confirmed, and that the directors of the Company be and are hereby authorised to do all things and acts and execute and deliver all documents under the common seal, if necessary, of the Company or otherwise which they consider necessary, desirable or expedient in connection with the transactions contemplated under the Service Agreement; and
- (b) subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of and permission to deal in the Allotted Shares (as defined below), the directors of the Company be and are hereby authorised to allot and issue an aggregate of up to 69,887,228 new shares (the “**Allotted Shares**”) to Mr. Andrew Sia pursuant to the Service Agreement, and that the Allotted Shares shall, when allotted and issued, rank pari passu in all respects with all other shares in the Company in issue on the date of such allotment and issue.”

3. **“THAT**

- (a) subject to the terms and conditions of the Share Acquisition Agreement, the service contract (the **“AUS Service Contract”**) to be entered into between Marguerite Lee Limited (**“Marguerite Lee”**) and Pink Martini Design Studio, a limited liability company incorporated in the United States of America whose shares are controlled by the sister of Mr. Andrew Sia’s wife (**“AUS”**) on the date of completion of the Share Acquisition Agreement (a copy of which has been produced to the meeting marked **“C”** and initialled by the Chairman for the purpose of identification), in relation to the provision of services by AUS to the Company and its subsidiaries from time to time and all the transactions contemplated thereunder be and are hereby accepted, approved and confirmed, and that the directors of the Company be and are hereby authorised to do all things and acts and execute and deliver all documents under the common seal, if necessary, of the Company or otherwise which they consider necessary, desirable or expedient in connection with the transactions contemplated under the AUS Service Contract; and

- (b) the directors of the Company be and are hereby authorised to do, approve and transact all things which they may in their discretion consider to be necessary or desirable in connection with the AUS Service Contract provided that the annual caps in respect of the annual service fees payable by Marguerite Lee to AUS under the AUS Service Contract shall not exceed US\$2.12 million (approximately HK\$16.536 million) as set out in the circular of the Company dated 19 August 2008.”

4. **“THAT**

- (a) subject to the terms and conditions of the Share Acquisition Agreement, the supply agreement to be entered into between Fiori Textiles Limited (“**Fiori Textiles**”) and Top Form (B.V.I.) Limited (the “**Fiori Contract**”) on the date of completion of the Share Acquisition Agreement (a copy of which has been produced to the meeting marked “D” and initialled by the Chairman for the purpose of identification), in relation to the supply of accessories, fabric and raw materials (the “**Materials**”) by Fiori Textiles and its subsidiaries from time to time (“**Fiori Group**”) to the Company and its subsidiaries from time to time (the “**Group**”) and all the transactions contemplated thereunder be and are hereby accepted, approved and confirmed, and that the directors of the Company be and are hereby authorised to do all things and acts and execute and deliver all documents under the common seal, if necessary, of the Company or otherwise which they consider necessary, desirable or expedient in connection with the transactions contemplated under the Fiori Contract; and
- (b) the directors of the Company be and are hereby authorised to do, approve and transact all things which they may in their discretion consider to be necessary or desirable in connection with the Fiori Contract provided that the annual caps in respect of the aggregate amount of the Materials to be purchased by the Group from the Fiori Group from the date of the Fiori Contract up to the financial year ending 30 June 2011 shall not exceed the annual caps for the relevant financial year as set out in the circular of the Company dated 19 August 2008.”

By Order of the Board
Top Form International Limited
Michael Austin
Company Secretary

Hong Kong, 19 August 2008

Principal office:

Room 1813, 18th Floor
Tower 1, Grand Century Place
193 Prince Edward Road West
Kowloon, Hong Kong

Notes:

1. A member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and vote in his stead. A proxy need not be a member of the Company.
2. To be valid, a form of proxy, 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, shall be delivered to the Company's share registrar in Hong Kong, Tricor Secretaries Limited, 26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time fixed for holding the meeting or any adjourned meeting.
3. The translation into Chinese language of this notice is for reference only. In case of any inconsistency, the English version shall prevail.
4. The directors of the Company as at the date of this notice are Mr. Fung Wai Yiu and Mr. Wong Chung Chong, Eddie as executive directors, Mr. Lucas A.M. Laureys, Mr. Herman Van de Velde and Ms. Leung Churk Yin, Jeanny as non-executive directors, Mr. Marvin Bienenfeld, Mr. Chow Yu Chun, Alexander, Mr. Leung Ying Wah, Lambert and Mr. Lin Sun Mo, Willy as independent non-executive directors.