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## **SIMSEN INTERNATIONAL CORPORATION LIMITED**

**天行國際（控股）有限公司\***

*(Incorporated in Bermuda with limited liability)*

(Stock Code: 993)

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

**NOTICE IS HEREBY GIVEN** that a special general meeting of Simsen International Corporation Limited (the “**Company**”) will be held at World Trade Centre Club Hong Kong, 38th Floor, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong on Wednesday, 6 July, 2011 at 9:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions which will be proposed as ordinary resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. “**THAT**

- (a) the subscription agreement dated 31 May 2011 (the “**Subscription Agreement**”) (a copy of which is produced to the meeting marked “A” and signed by the Chairman of the meeting for the purpose of identification) made between the Company and Snowville Business Limited (the “**Subscriber**”) in relation to the allotment and issue of 100,000,000 new shares (“**Subscription Shares**”) of HK\$0.01 each in the share capital of the Company (the “**Shares**”) to the Subscriber at the subscription price of HK\$0.2 per Subscription Share (“**Share Subscription**”), and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) the execution, delivery and performance by the Company of the Subscription Agreement be and are hereby approved, confirmed and ratified;
- (c) the Share Subscription and all transactions contemplated under or incidental to the Subscription Agreement and all actions taken or to be taken by the Company pursuant to the Subscription Agreement be and are hereby approved, confirmed and ratified;
- (d) subject to the fulfillment or waiver of the conditions set out in the Subscription Agreement, the allotment and issue of 100,000,000 new Shares credited as fully paid at an issue price of HK\$0.2 per Share to the Subscriber and/or its nominee(s), in accordance with the terms of the Subscription Agreement be and are hereby approved and the share registrar of the Company be and is hereby instructed to issue certificate(s) under seal for the said 100,000,000 new Shares to the Subscriber and/or its nominee(s) on such date (including a day on which the register of members of the Company is closed for transfer of the Shares) as the Company may instruct, and any one director of the Company (“**Director**”) acting singly be and is hereby authorized to take any and all action and execute any documents as he/she may see fit in connection with the aforesaid; and

\* for identification purposes only

- (e) any Director be and is hereby authorized to do all such acts and things, including but without limitation to the execution of all such documents under seal where applicable, as he/she may in his/her discretion consider necessary, expedient or desirable for the purpose of or in connection with the implementation of or giving effect to the Subscription Agreement and the transactions contemplated thereunder.”

2. “**THAT**

- (a) the Rights Issue (as defined below) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

For the purpose of this resolution, “**Rights Issue**” means the proposed allotment and issue of not less than 25,980,880,000 new Shares each ranking pari passu in all respects with existing Shares of the Company (the “**Rights Shares**”) and not more than 27,980,880,000 Rights Shares pursuant to an offer by way of rights to the holders of Shares (the “**Shareholders**”) at the subscription price of HK\$0.03 per Rights Share in the proportion of twenty (20) Rights Shares for every one (1) existing Share held by the Shareholders whose names appear on the register of members of the Company on 19 July 2011 (or such later date as the Company and the Underwriters (as defined in paragraph (d) of this resolution) may agree to be the record date for such Rights Issue) (the “**Record Date**”) other than those Shareholders whose addresses on the Record Date are outside Hong Kong whom the Directors, based on legal advice provided on the Company’s legal advisers, consider it necessary or expedient not to offer the Rights Issue to such Shareholders on account of either the legal restrictions under the laws of the relevant place or the requirement of the relevant regulatory body or stock exchange in that place, with the proposed issue (the “**Bonus Issue**”) of bonus warrants (the “**Bonus Warrants**”) on the basis of one (1) Bonus Warrant for every five (5) Rights Shares taken up, as described in further detail in a circular issued by the Company dated 20 June 2011 (“**Circular**”) of which the notice convening this meeting forms part;

- (b) the Bonus Issue and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (c) the execution, delivery and performance of the instrument dated 31 May 2011 by the Company by way of deed poll for the creation of the Bonus Warrants (the “**Instrument**”) (a copy of which is produced to the meeting marked “B” and signed by the Chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder and all actions taken or to be taken by the Company pursuant to or incidental to the Instrument be and are hereby approved, confirmed and ratified;
- (d) the execution, delivery and performance of the underwriting agreement dated 31 May 2011 (the “**Underwriting Agreement**”) and entered into between the Company and United Simsen Securities Limited and Kingston Securities Limited (collectively the “**Underwriters**”) (a copy of which is produced to the meeting marked “C” and signed by the Chairman of the meeting for the purpose of identification) and the supplemental agreement dated 2 June 2011 (“**Supplemental Agreement**”) made between the Company and the Underwriters (a copy of which is produced to the meeting marked “D” and signed by the Chairman of the meeting for the purpose of identification), in relation to the Rights Issue and the Bonus Issue and the transactions contemplated thereunder and all actions taken or to be taken by the Company pursuant to or incidental to the Underwriting Agreement (as supplemented by the Supplemental Agreement) be and are hereby approved, confirmed and ratified;

- (e) subject to the fulfillment or waiver of the conditions set out in the Underwriting Agreement (as supplemented by the Supplemental Agreement), any Director be and is hereby authorized to allot and issue the Rights Shares pursuant to and in connection with the Rights Issue;
- (f) any Director be and is hereby authorized to issue the Bonus Warrants pursuant to and in connection with the Bonus Issue in accordance with the terms and conditions of the Instrument;
- (g) any Director be and is hereby authorized to allot and issue the new Shares pursuant to the exercise of the subscription rights attached to the Bonus Warrant(s) to the relevant holder(s) of the Bonus Warrant(s); and
- (h) any one or more of the Directors be and is/are hereby authorized to do all such acts and things, including but without limitation to the execution of all such documents under seal where applicable, as he/she may in his/her discretion consider necessary, expedient or desirable for the purpose of or in connection with the implementation of or giving effect to the Rights Issue, the Bonus Issue, the Underwriting Agreement (as supplemented by the Supplemental Agreement) and the transactions contemplated thereunder, including but without limitation, the exercise or enforcement of any of the Company's rights under the Underwriting Agreement (as supplemented by the Supplemental Agreement) and to make and agree to such variations of the terms of the Underwriting Agreement (as supplemented by the Supplemental Agreement) as he/she may consider to be appropriate and in the interests of the Company"

### 3. "THAT

- (a) the placing agreement dated 31 May 2011 (the "**Placing Agreement**") made between the Company and United Simsen Securities Limited (the "**Placing Agent**") in respect of the placing of the 18 months 4% coupon convertible notes in an aggregate principal amount of up to HK\$510,000,000 (the "**Placing Convertible Notes**") by the Placing Agent (a copy of the Placing Agreement has been produced to the meeting marked "E" and signed by the Chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) the execution, delivery and performance by the Company of the Placing Agreement be and are hereby approved, confirmed and ratified;
- (c) the execution, delivery and performance of the instrument dated 31 May 2011 by the Company by way of deed poll to create the Placing Convertible Notes (the "**Deed Poll**") (a copy of which is produced to the meeting marked "F" and signed by the Chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (d) the placing of the Placing Convertible Notes by the Placing Agent subject to and upon the terms and conditions of the Placing Agreement and all transactions contemplated under or incidental to the Placing Agreement and all actions taken or to be taken by the Company pursuant to the Placing Agreement be and are hereby approved, confirmed and ratified;
- (e) subject to the fulfillment or waiver of the conditions set out in the Placing Agreement, any Director be and is hereby authorised to issue the Placing Convertible Note(s) in accordance with the terms and conditions of the Placing Agreement and the Deed Poll;

- (f) any Director be and is hereby authorised to allot and issue new Shares which may fall to be issued upon the exercise of the conversion rights attached to the Placing Convertible Notes or part thereof to the relevant holder(s) of the Placing Convertible Note(s); and
- (g) any Director be and is hereby authorized to do all such acts and things, including but without limitation to the execution of all such documents under seal where applicable, as he/she may in his/her discretion consider necessary, expedient or desirable for the purpose of or in connection with the implementation of or giving effect to the placing of the Placing Convertible Notes, the Placing Agreement and the transactions contemplated thereunder, including but without limitation, the exercise or enforcement of any of the Company's rights under the Placing Agreement and to make and agree to such variations of the terms of the Placing Agreement as he/she may consider to be appropriate and in the interests of the Company.”
4. “**THAT** the authorised share capital of the Company be and is hereby increased from HK\$500,000,000 divided into 50,000,000,000 Shares to HK\$1,000,000,000 divided into 100,000,000,000 Shares by the creation of an additional 50,000,000,000 new Shares in the share capital of the Company.”

By order of the Board  
**Simsen International Corporation Limited**  
**Chan Yuen Ying, Stella**  
*Company Secretary*

Hong Kong, 20 June 2011

*Notes:*

1. Any member entitled to attend and vote at the meeting shall be entitled to appoint another person as his proxy to attend and vote instead of him. A member who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at a general meeting of the Company or at a class meeting. A proxy need not be a member. In addition, a proxy or proxies representing a member who is an individual or a member which is a corporation shall be entitled to exercise the same powers on behalf of the member which he or they represent as such member could exercise.
2. The instrument appointing a proxy and (if require by the board of directors) the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be delivered to the Company's Registrar, Tricor Tengis Limited, 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than 24 hours before the time appointed for the taking of the poll 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 member from attending and voting in person at the meeting concerned and in such event, the instrument appointing a proxy shall be deemed to be revoked.
4. Completion and return of the proxy form will not preclude you from attending the meeting and voting in person if you so wish. In the event that you attend the meeting after having lodged the proxy form, it will be deemed to have been revoked.
5. Voting on the resolutions will be taken by poll.

*As at the date of this announcement, the executive Directors are Mr. Sun Da Rui (Chairman) and Mr. Fu Jiwen, and the independent non-executive Directors are Mr. Zhu Chengwu, Mr. Li Haifeng and Mr. Choi Man Chau, Michael.*