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**天行國際(控股)有限公司\***  
**Simsen International Corporation Limited**  
*(Incorporated in Bermuda with limited liability)*  
(Stock Code: 993)

## **NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**SGM**”) of Simsen International Corporation Limited (the “**Company**”) will be held at 10:00 a.m. on Wednesday, 14 March 2012 at 3/F, Nexxus Building, 77 Des Voeux Road Central, Hong Kong for the purposes of considering and, if thought fit, passing with or without amendments, the following resolutions of the Company:

### **ORDINARY RESOLUTIONS**

#### **“THAT**

- (a) the conditional sale and purchase agreement dated 12 December 2011 entered into between the Company as the purchaser and Zhao Ming as the vendor, as varied and supplemented by the supplemental agreement dated 19 January 2012 made between the same parties, in relation to the purchase of the convertible notes issued by King Stone Energy Group Limited on 21 December 2009 (the “**King Stone Convertible Notes**”) and in the principal amount of HK\$50,000,000 at a consideration of HK\$45,000,000 (together the sale and purchase agreements as mentioned in paragraphs (b), (c) and (d) below, the “**Agreements**”) (a copy of which is marked “A” and signed by the chairman of the meeting for identification purpose has been tabled at the meeting) and the transactions contemplated thereunder, including but without limitation the payment to Zhao Ming of HK\$12,500,000 as deposit against the pledge of the King Stone Convertible Notes of equal amount by Zhao Ming pursuant to the terms of a deed of pledge dated 12 December 2011 executed by Zhao Ming in favour of the Company, be and are hereby approved, confirmed and ratified;
- (b) the conditional sale and purchase agreement dated 12 December 2011 entered into among the Company as the purchaser, Molto Fortune Limited as the vendor and Li Xiaofei as the guarantor, as varied and supplemented by the supplemental agreement dated 19 January 2012 made between the same parties, in relation to the purchase of the King Stone Convertible Notes in the principal amount of HK\$76,750,000 at a consideration of HK\$69,075,000 (a copy of which is marked “B” and signed by the chairman of the meeting for identification purpose has been tabled at the meeting) and the transactions contemplated thereunder, including but without limitation the payment to Molto Fortune Limited of HK\$19,187,500 as deposit against the pledge of the King Stone Convertible Notes of equal amount by Molto Fortune Limited pursuant to the terms of a deed of pledge dated 12 December 2011 executed by Molto Fortune Limited in favour of the Company, be and are hereby approved, confirmed and ratified;

\* For identification purposes only

- (c) the conditional sale and purchase agreement dated 12 December 2011 entered into among the Company as the purchaser, Able Win Trading Limited as the vendor and Li Haoxiang as the guarantor, as varied and supplemented by the supplemental agreement dated 19 January 2012 made between the same parties, in relation to the purchase of King Stone Convertible Notes in the principal amount of HK\$77,455,000 at a consideration of HK\$69,709,500 (a copy of which is marked “C” and signed by the chairman of the meeting for identification purpose has been tabled at the meeting) and the transactions contemplated thereunder, including but without limitation the payment to Able Win Trading Limited of HK\$19,363,750 as deposit against the pledge of the King Stone Convertible Notes of equal amount by Able Win Trading Limited pursuant to the terms of a deed of pledge dated 12 December 2011 executed by Able Win Trading Limited in favour of the Company, be and are hereby approved, confirmed and ratified;
- (d) the conditional sale and purchase agreement dated 12 December 2011 entered into among the Company as the purchaser, Top Elevate Limited as the vendor and Niu Ruixing as the guarantor, as varied and supplemented by the supplemental agreement dated 19 January 2012 made between the same parties, in relation to the purchase of the King Stone Convertible Notes in the principal amount of HK\$85,000,000 at a consideration of HK\$76,500,000 (a copy of which is marked “D” and signed by the chairman of the meeting for identification purpose has been tabled at the meeting) and the transactions contemplated thereunder, including but without limitation the payment to Top Elevate Limited of HK\$21,250,000 as deposit against the pledge of the King Stone Convertible Notes of equal amount by Top Elevate Limited pursuant to the terms of a deed of pledge dated 12 December 2011 executed by Top Elevate Limited in favour of the Company, be and are hereby approved, confirmed and ratified; and
- (e) any one director of the Company (the “**Director**”) (any two Directors where the document required to be executed under the seal of the Company) be and is hereby authorized, for and on behalf of the Company, to do all such acts and things, to sign and execute such documents, agreements or deeds on behalf of the Company as he may consider necessary, appropriate, desirable and expedient for the purposes of giving effect to or in connection with the Agreements and all transactions contemplated thereunder and to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents or any terms thereof, which are not fundamentally different from those as provided in the Agreements) as are, in the opinion of the Directors, to be in the interest of the Company and its shareholders as a whole.”

By order of the Board  
**Simsen International Corporation Limited**  
**Ji Xiao Bo**  
*Chief Executive Officer and Executive Director*

Hong Kong, 27 February 2012

*Registered office:*  
Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

*Head office and principal place of business:*  
Rooms 1906-1910  
19th Floor, The Center  
99 Queen’s Road Central  
Hong Kong

*Notes:*

1. Any shareholder of the Company (the “**Shareholders**”) entitled to attend and vote at the SGM shall be entitled to appoint another person as his proxy to attend and vote instead of him. A proxy need not be a Shareholder.
2. The form of proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or, if the appointer is a corporation, either under its seal or under the hand of an officer, attorney or other person authorized to sign the same.
3. Delivery of the form of proxy shall not preclude a Shareholder from attending and voting in person at the SGM and in such event, the form of proxy shall be deemed to be revoked.
4. Where there are joint Shareholders any one of such joint Shareholder may vote, either in person or by proxy, in respect of such shares as if he were solely entitled thereto, but if more than one of such joint Shareholders be present at the SGM the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Shareholders, and for this purpose seniority shall be determined by the order in which the names stand in the register of shareholders of the Company in respect of the joint holding.
5. The form of proxy and (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Company’s branch share registrar in Hong Kong, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the holding of the SGM or any adjournment thereof at which the person named in the form of proxy proposes to vote or, in the case of a poll taken subsequently to the date of the SGM or any adjournment thereof, not less than 48 hours before the time appointed for the taking of the poll and in default the form of proxy shall not be treated as valid.

*As at the date of this notice, the executive Directors are Mr. Ji Xiao Bo (Chief Executive Officer) and Mr. Fu Jiwen, and the independent non-executive Directors are Mr. Zhu Chengwu, Mr. Li Haifeng and Mr. Choi Man Chau, Michael.*

*In the case of inconsistency, the English text of this notice shall prevail over the Chinese text.*