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**Yuanda China Holdings Limited**  
**遠大中國控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 2789)**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Yuanda China Holdings Limited (the “**Company**”) will be held at 35/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong on Tuesday, 22 October 2013 at 9:30 a.m. for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions of the Company:

**ORDINARY RESOLUTIONS**

1. “**THAT:**

- (a) the supplemental agreement dated 10 September 2013 (the “**Supplemental Agreement**”) to the agreement dated 24 June 2013 (the “**Original Agreement**”) between 瀋陽遠大鋁業工程有限公司 (Shenyang Yuanda Aluminium Industry Engineering Co., Ltd.) (“**Shenyang Yuanda**”), a wholly-owned subsidiary of the Company and 瀋陽遠大房地產開發有限公司 (Shenyang Yuanda Property Development Co., Ltd.) (“**Yuanda Property Development**”), pursuant to which Shenyang Yuanda will supply the machinery, equipment and labour for the installation of the aluminium alloy windows and doors to 23 buildings within 遠大花園 (Yuanda Garden), a property project under development by Yuanda Property Development in Shenyang, the PRC, for approximately RMB15.7 million (equivalent to approximately HK\$19.9 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Supplemental Agreement.”

2. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“Yuanda Jiayuan Agreement”**) between Shenyang Yuanda and Yuanda Property Development pursuant to which Shenyang Yuanda will supply the machinery, equipment and labour for the installation of the aluminium alloy windows and doors of certain buildings in 遠大家園 (Yuanda Jiayuan), a property project under development by Yuanda Property Development in Shenyang, the PRC, for approximately RMB10.8 million (equivalent to approximately HK\$13.7 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Yuanda Jiayuan Agreement.”

3. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“First Design Agreement”**) between Shenyang Yuanda and Yuanda Property Development in relation to the construction design of the curtain walls of Yuanda Xintiandi Commercial Centre (遠大新天地商業中心), a commercial development project of Yuanda Property Development in Shanghai, for a consideration of RMB20.0 million (equivalent to approximately HK\$25.4 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the First Design Agreement.”

4. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“Second Design Agreement”**) between Shenyang Yuanda and Yuanda Property Development in relation to the design of the curtain walls of the commercial areas of Yuanda Jiayuan for an aggregate consideration of approximately RMB20.0 million (equivalent to approximately HK\$25.4 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Second Design Agreement.”

5. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“Design and Consulting Services Agreement”**) between Shenyang Yuanda and 瀋陽遠大鋁業集團有限公司 (Shenyang Yuanda Aluminium Industry Group Ltd.) (**“Yuanda Group”**), pursuant to which Shenyang Yuanda will assist Yuanda Group with the feasibility study and provide construction and engineering design services for the proposed construction materials industrial park of Yuanda Group in Africa for the consideration of RMB53 million (equivalent to approximately HK\$67.3 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Design and Consulting Services Agreement.”

6. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“First Construction Agreement”**) between Shenyang Yuanda and 瀋陽遠大科技電工有限公司 (Shenyang Yuanda Technology Electrical Co., Ltd.) (**“Yuanda Technology Electrical”**), pursuant to which Shenyang Yuanda will renovate the outer wall of the production facilities of Yuanda Technology Electrical for the consideration of RMB55.8 million (equivalent to approximately HK\$78.9 million), be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the First Construction Agreement.”

7. **“THAT:**

- (a) the agreement dated 10 September 2013 (the **“Second Construction Agreement”**) between 瀋陽遠大機電裝備有限公司 (Shenyang Yuanda Mechanical & Electrical Equipment Co., Ltd.) (**“Yuanda Mechanical & Electrical”**), pursuant to which Shenyang Yuanda will renovate the outer wall of the production facilities of Yuanda Mechanical & Electrical for the consideration of RMB75.2 million (equivalent to approximately HK\$95.5 million), be and is hereby approved, confirmed and ratified; and

- (b) any one director of the Company be and is hereby authorised to do all such acts or things and sign all documents deemed necessary by him/her to be incidental to, ancillary to or in connection with the matters contemplated in the Second Construction Agreement.”

By Order of the Board  
**Yuanda China Holdings Limited**  
**Tian Shouliang**  
*Executive Director*

Hong Kong, 3 October 2013

*Notes:*

1. A form of proxy for use at the meeting is enclosed herewith.
2. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing or, if the appointer is a corporation, either under its seal or under the hand of any officer, attorney or other person authorised to sign the same.
3. Any shareholder entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a shareholder of the Company.
4. In order to be valid, a form of proxy in the prescribed form together with the power of attorney or other authority (if any) under which it is signed must be deposited at the Company's branch registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time fixed for holding the meeting.
5. Completion and return of the form of proxy will not preclude you from attending and voting in person at the meeting or at any adjourned meeting thereof (as the case may be) should you so wish, and in such an event, the form of proxy shall be deemed to be revoked.
6. Where there are joint registered holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such shares as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

*As at the date of this notice, the Board comprises Mr. Kang Baohua, Mr. Tian Shouliang, Mr. Guo Zhongshan, Mr. Wang Yijun, Mr. Wang Lihui and Mr. Zhang Lei as executive directors; and Mr. Poon Chiu Kwok, Mr. Woo Kar Tung, Raymond and Mr. Pang Chung Fai, Benny as independent non-executive directors.*