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CHINA RESOURCES AND TRANSPORTATION GROUP LIMITED

中國資源交通集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 269)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of China Resources and Transportation Group Limited (the “**Company**”) will be held at the Oasis Room, 8th Floor, Renaissance Harbour View Hotel Hong Kong, 1 Harbour Road, Wanchai, on Monday, 26 August 2013 at 10:30 a.m. for the purpose of considering and, if thought fit, passing the following resolution as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the agreement (the “**Capital Increase Agreement**”) dated 10 June 2013 between Cheer Luck Technology Limited (“**Cheer Luck**”) and Shu Ren Wood (Shenzhen) Limited* (樹人木業(深圳)有限公司), both being wholly-owned subsidiaries of the Company, Xinjiang Shougang Investment Co., Ltd.* (新疆首鋼投資有限公司), Fujian Xinrong Industries Group Co., Ltd.* (福建信融實業有限公司) and Fujian Ding Feng Sheng Chuang Xin Investment Limited* (福建鼎豐盛創新投資有限公司) in relation to the subscription by Cheer Luck of additional registered capital in Inner Mongolia Zhunxing Heavy Haul Expressway Company Limited* (內蒙古准興重載高速公路有限責任公司) in the amount of RMB1,611,898,040, a copy of which is tabled at the meeting and marked “A” and initialed by the chairman of the meeting for identification purpose, be and is hereby approved, confirmed and ratified; and

- (b) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated under the Capital Increase Agreement”

2. “**THAT:**

- (a) the subscription agreement dated 14 June 2013 (the “**First CB Agreement**”) entered into between the Company and Li Ka Shing (Canada) Foundation (the “**First CB Subscriber**”), a copy of which is tabled at the meeting and marked “**B**” and initialed by the chairman of the meeting for identification purpose, pursuant to which the First CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$1,300 million (the “**First Convertible Bonds**”), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the First Convertible Bonds (the “**First Conversion Shares**”), the allotment and the issue of the First Conversion Shares and the issue of the First Convertible Bonds pursuant to the terms of the First CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

3. “**THAT:**

- (a) the subscription agreement dated 14 June 2013 (the “**Second CB Agreement**”) entered into between the Company and China Life Insurance (Overseas) Company Limited (the “**Second CB Subscriber**”), a copy of which is tabled at the meeting and marked “**C**” and initialed by the chairman of the meeting for identification purpose, pursuant to which the Second CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$800 million (the “**Second Convertible Bonds**”), which entitled the holders to

convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;

- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Second Convertible Bonds (the “**Second Conversion Shares**”), the allotment and the issue of the Second Conversion Shares and the issue of the Second Convertible Bonds pursuant to the terms of the Second CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

4. “**THAT:**

- (a) the subscription agreement dated 14 June 2013 (the “**Third CB Agreement**”) entered into between the Company and Dr. Lo Ka Shui (the “**Third CB Subscriber**”), a copy of which is tabled at the meeting and marked “**D**” and initialed by the chairman of the meeting for identification purpose, pursuant to which the Third CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$100 million (the “**Third Convertible Bonds**”), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Third Convertible Bonds (the “**Third Conversion Shares**”), the allotment and the issue of the Third Conversion Shares and the issue of the Third Convertible Bonds pursuant to the terms of the Third CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

5. **“THAT:**

- (a) the subscription agreement dated 14 June 2013 (the **“Fourth CB Agreement”**) entered into between the Company and Grand Version Investments Limited (the **“Fourth CB Subscriber”**), a copy of which is tabled at the meeting and marked **“E”** and initialed by the chairman of the meeting for identification purpose, pursuant to which the Fourth CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$160 million (the **“Fourth Convertible Bonds”**), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Fourth Convertible Bonds (the **“Fourth Conversion Shares”**), the allotment and the issue of the Fourth Conversion Shares and the issue of the Fourth Convertible Bonds pursuant to the terms of the Fourth CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

6. **“THAT:**

- (a) the subscription agreement dated 14 June 2013 (the **“Fifth CB Agreement”**) entered into between the Company and Guotai Junan Investments (Hong Kong) Limited (the **“Fifth CB Subscriber”**), a copy of which is tabled at the meeting and marked **“F”** and initialed by the chairman of the meeting for identification purpose, pursuant to which the Fifth CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$32 million (the **“Fifth Convertible Bonds”**), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;

- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Fifth Convertible Bonds (the “**Fifth Conversion Shares**”), the allotment and the issue of the Fifth Conversion Shares and the issue of the Fifth Convertible Bonds pursuant to the terms of the Fifth CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

7. “**THAT:**

- (a) the subscription agreement dated 14 June 2013 (the “**Sixth CB Agreement**”) entered into between the Company and Cross-Strait Capital Limited (the “**Sixth CB Subscriber**”), a copy of which is tabled at the meeting and marked “G” and initialed by the Chairman of the meeting for identification purpose, pursuant to which the Sixth CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$32 million (the “**Sixth Convertible Bonds**”), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Sixth Convertible Bonds (the “**Sixth Conversion Shares**”), the allotment and the issue of the Sixth Conversion Shares and the issue of the Sixth Convertible Bonds pursuant to the terms of the Sixth CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

8. **“THAT:**

- (a) the subscription agreement dated 14 June 2013 (the **“Seventh CB Agreement”**) entered into between the Company and VMS Investment Group Limited (the **“Seventh CB Subscriber”**), a copy of which is tabled at the meeting and marked **“H”** and initialed by the Chairman of the meeting for identification purpose, pursuant to which the Seventh CB Subscriber has agreed to subscribe 9% unlisted convertible bonds due 2015 of the Company in the principal amount of HK\$160 million (the **“Seventh Convertible Bonds”**), which entitled the holders to convert the principal amount outstanding into shares of the Company at the initial conversion price of HK\$0.32 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the shares of the Company to be issued pursuant to the conversion of the Seventh Convertible Bonds (the **“Seventh Conversion Shares”**), the allotment and the issue of the Seventh Conversion Shares and the issue of the Seventh Convertible Bonds pursuant to the terms of the Seventh CB Agreement be and are hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

9. **“THAT:**

- (a) the subscription agreement dated 14 June 2013 (the **“First Share Agreement”**) entered into between the Company and Turbo View Investment Limited (the **“First Share Subscriber”**), a copy of which is tabled at the meeting and marked **“I”** and initialed by the chairman of the meeting for identification purpose, pursuant to which the First Share Subscriber has agreed to subscribe 1,500,000,000 new shares of the Company (the **“First Subscription Shares”**) at the subscription price of HK\$0.30 per share, be and is hereby approved, confirmed and ratified;

- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the First Subscription Shares, the allotment and the issue of the First Subscription Shares pursuant to the terms of the First Share Agreement be and is hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

10. **“THAT:**

- (a) the subscription agreement dated 14 June 2013 (the **“Second Share Agreement”**) entered into between the Company and Wisdom Accord Limited (the **“Second Share Subscriber”**), a copy of which is tabled at the meeting and marked **“J”** and initialed by the chairman of the meeting for identification purpose, pursuant to which the Second Share Subscriber has agreed to subscribe 1,000,000,000 new shares of the Company (the **“Second Subscription Shares”**) at the subscription price of HK\$0.30 per share, be and is hereby approved, confirmed and ratified;
- (b) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited granting the listing of, and permission to deal in, the Second Subscription Shares, the allotment and the issue of the Second Subscription Shares pursuant to the terms of the Second Share Agreement be and is hereby confirmed and approved; and
- (c) any one director of the Company be and is hereby generally and unconditionally authorised to do all such further acts and things and to sign and execute all such other or further documents (if any) and to take all such steps which in his opinion may be necessary, appropriate, desirable or expedient to implement and/or give effects to the transactions contemplated hereunder.”

By Order of the Board
CHINA RESOURCES AND TRANSPORTATION GROUP LIMITED
Cao Zhong
Chairman

Hong Kong, 30 July 2013

Registered Office:
Caledonian Trust (Cayman) Limited
Caledonian House,
69 Dr. Roy's Drive,
P.O. Box 1043,
Grand Cayman,
KY1-1102, Cayman Islands

Principal Place of Business in Hong Kong:
Room 1801-07, 18/F.,
China Resources Building,
26 Harbour Road,
Wanchai,
Hong Kong

Notes:

- (a) A member entitled to attend and vote at the above meeting is entitled to appoint one or more than one proxies to attend and vote on his behalf. A proxy need not be a member of the Company but must be present in person to represent the member.
- (b) If the appointer is a corporation, the form of proxy must be under its common seal, or under the hand of an officer or attorney duly authorized on its behalf.
- (c) In order to be valid, a form of proxy must be deposited at the Company's Hong Kong branch share registrar, Tricor Progressive Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, as soon as possible and in any event not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof. The completion and delivery of the form of proxy will not preclude you from attending and voting at the meeting if you so wish. In the event that you attend the meeting after having lodged the form of proxy, the form of proxy will be deemed to have been revoked.
- (d) Where there are joint registered holders of any share, anyone of such persons may vote at the meeting, either personally or by proxy, in respect of such shares as if he was solely entitled thereto; but if more than one of such joint holders be present at the meeting personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote and will be accepted to the exclusion of other joint registered holders in respect hereof.
- (e) The EGM is expected not to exceed half an hour, and all member and proxies shall be responsible for their own traveling expenses.

As at the date of this notice, the Board comprises five executive Directors, namely Mr. Cao Zhong, Mr. Fung Tsun Pong, Mr. Duan Jingquan, Mr. Tsang Kam Ching, David and Mr. Gao Zhiping; and three independent non-executive Directors, namely Mr. Yip Tak On, Mr. Jing Baoli and Mr. Bao Liang Ming.

* *For identification purpose only*