中遠海運發展股份有限公司
COSCO SHIPPING Development Co., Ltd.*

(Formerly known as 中海集裝箱運輸股份有限公司 China Shipping Container Lines Company Limited)

(A joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock code: 02866)

SUPPLEMENTAL NOTICE OF EXTRAORDINARY GENERAL MEETING

Reference is made to the notice of extraordinary general meeting (the "**Original Notice of EGM**") dated 11 November 2016 which sets out the details of the extraordinary general meeting (the "**EGM**") of COSCO SHIPPING Development Co., Ltd.* (the "**Company**") to be held at 2:30 p.m. on Wednesday, 28 December 2016 (or at any adjournment thereof) at Holiday Inn Shanghai Jinxiu, No.399 Jinzun Road, Pudong New Area, Shanghai, the People's Republic of China (the "**PRC**"), and the resolution to be proposed at the EGM for Shareholders' approval. Unless otherwise defined, capitalised terms used in this supplemental notice shall have the same meanings as those defined in the circular of the Company dated 13 December 2016 (the "**Circular**").

SUPPLEMENTAL NOTICE IS HEREBY GIVEN that the EGM, which will be held as originally scheduled, will consider and, if thought fit, pass the following resolutions as ordinary resolutions of the Company, in additional to the resolution set out in the Original Notice of EGM:

ORDINARY RESOLUTIONS

2. To consider and approve the resolutions in relation to the Relevant Continuing Connected Transactions, the details of which are set out in the Circular:

2.1 "**THAT**:

(a) the form and substance of the Master Vessel Charter Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount receivable from the COSCO SHIPPING Group under the Master Vessel Charter Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Vessel Charter Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Vessel Charter Agreement and the transactions contemplated thereunder.

2.2 "**THAT**:

(a) the form and substance of the Master Operating Lease Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount receivable from the COSCO SHIPPING Group under the Master Operating Lease Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Operating Lease Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Operating Lease Services Agreement and the transactions contemplated thereunder.

2.3 "**THAT**:

(a) the form and substance of the Master Finance Lease Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount receivable from the COSCO SHIPPING Group under the Master Finance Lease Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Finance Lease Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Finance Lease Services Agreement and the transactions contemplated thereunder.

2.4 "**THAT**:

(a) the form and substance of the Master Factoring Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount receivable from the COSCO SHIPPING Group under the Master Factoring Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Factoring Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Factoring Services Agreement and the transactions contemplated thereunder.

2.5 "**THAT**:

(a) the form and substance of the Master Vessel Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount payable to the COSCO SHIPPING Group under the Master Vessel Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Vessel Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Vessel Services Agreement and the transactions contemplated thereunder.

2.6 "**THAT**:

(a) the form and substance of the Master Containers Services Agreement and the provision of products and services by the CS Group under contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount receivable from the COSCO SHIPPING Group under the Master Containers Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Containers Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Containers Services Agreement and the provision of products and services by the CS Group contemplated thereunder.

2.7 "**THAT**:

(a) the form and substance of the Master Containers Services Agreement and the provision of products and services to the CS Group contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the expected amount payable to the COSCO SHIPPING Group under the Master Containers Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Containers Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Containers Services Agreement and the provision of products and services to the CS Group contemplated thereunder.

2.8 “**THAT**:

(a) the form and substance of the Master Financial Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the maximum daily outstanding balance of loans (including accrued interest and handling fee) to be granted to the COSCO SHIPPING Group by CS Finance Company in respect of the loan services to be provided by the CS Group under the Master Financial Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master Financial Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master Financial Services Agreement and the transactions contemplated thereunder.

2.9 “**THAT**:

(a) the form and substance of the Florens Finance Financial Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the maximum daily outstanding balance of deposits (including accrued interest and handling fee) to be placed by Florens Group at COSCO Finance in respect of the deposit services to be provided to the Floren Group under the Florens Finance Financial Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Florens Finance Financial Services Agreement and the transactions contemplated thereunder.

2.10 “**THAT**:

(a) the form and substance of the Master CS Finance Financial Services Agreement and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified in all respects;

(b) the proposed annual caps for each years ending 31 December 2017, 2018 and 2019, being the maximum daily outstanding balance of deposits (including accrued interest and handling fee) to be placed by the CS Group at CS Finance Company in respect of the deposit services to be provided to the CS Group under the Master CS Finance Financial Services Agreement be and are hereby approved, confirmed and ratified in all respects; and

(c) the execution of the Master CS Finance Financial Services Agreement by any Director be and is hereby approved, confirmed and ratified in all respects, and any one Director be and is hereby authorised to do all such acts and things and execute and deliver all such documents, deeds or instruments and take all such steps as the Director in his or her sole opinion and absolute discretion may consider necessary, appropriate or desirable to implement or give effect to the Master CS Finance Financial Services Agreement and the transactions contemplated thereunder.

By order of the Board of
COSCO SHIPPING Development Co., Ltd.
Yu Zhen
Joint Company Secretary

Shanghai, the PRC

13 December 2016

Notes:

1. Save for the inclusion of the additional proposed resolutions, there are no other changes to the resolution set out in the Original Notice of EGM. For details of the other resolution to be considered at the EGM, closure of the register of H Shares members of the Company (the "**Register of Members**"), eligibility for attending the EGM, registration procedures for attending the EGM, appointment of proxy, method of voting and other relevant matters, please refer to the Original Notice of EGM.

3. Since the form of proxy dated 11 November 2016 (the "**First Form of Proxy**") sent together with the Original Notice of EGM does not contain the additional proposed resolutions as set out in this Supplemental Notice of EGM, a revised form of proxy (the "**Revised Form of Proxy**") has been prepared and is enclosed with this Supplemental Notice of EGM.

4. A Shareholder who has not yet lodged the First Form of Proxy in accordance with the instructions printed thereon with Computershare, the Company's H Share registrar, is requested to complete and return the enclosed Revised Form of Proxy in accordance with the instructions printed thereon to Computershare not less than 24 hours before the time for holding the EGM or any adjournment thereof, if he or she wishes to appoint proxies to attend the EGM on his or her behalf. In this case, the First Form of Proxy should not be lodged to Computershare.

   The address of Computershare is as follows:
   Shops 1712-1716, 17th Floor
   Hopewell Centre
   183 Queen's Road East
   Wanchai, Hong Kong

5. A Shareholder who has already lodged the First Form of Proxy in accordance with the instructions printed thereon with Computershare should note the following:

   (i) If no Revised Form of Proxy is lodged with Computershare, the First Form of Proxy will be treated as a valid form of proxy lodged by the Shareholder if correctly completed. The proxy appointed under the First Form of Proxy will be entitled to vote in his or her discretion or abstain from voting on any resolutions properly put to the EGM, other than those referred to in the Original Notice of EGM and the First Form of Proxy, including the additional resolutions set out in this Supplemental Notice of EGM.

   (ii) If the Revised Form of Proxy is lodged with Computershare in accordance with the instructions printed thereon not less than 24 hours before the time for holding the EGM or any adjournment thereof, the Revised Form of Proxy will revoke and supersede the First Form of Proxy previously lodged by the Shareholder. The Revised Form of Proxy will be treated as a valid form of proxy lodged by the Shareholder if correctly completed.

   (iii) If the Revised Form of Proxy is lodged after 24 hours before the time for holding the EGM or any adjournment thereof, the Revised Form of Proxy will be deemed invalid. It will not revoke the First Form of Proxy previously lodged by the Shareholder. The First Form of Proxy will be treated as a valid form of proxy lodged by the Shareholder if correctly completed. The proxy appointed under the First Form of Proxy will be entitled to vote in his or her discretion or abstain from voting on any resolutions properly put to the EGM, other than those referred to in the Original Notice of EGM and the First Form of Proxy, including the additional resolutions set out in this Supplemental Notice of EGM.

6. Completion and return of the First Form of Proxy and/or Revised Form of Proxy will not preclude a Shareholder from attending in person and voting at the EGM or any adjournment thereof should he/she so wish.

7. The reply slip sent to the Shareholders on 11 November 2016 will be treated as a valid reply slip for the EGM.

The Board of the Company as at the date of this notice comprises Ms. Sun Yueying, Mr. Wang Daxiong, Mr. Liu Chong and Mr. Xu Hui, being executive Directors, Mr. Feng Boming, Mr. Huang Jian and Mr. Chen Dong, being non-executive Directors, and Mr. Cai Hongping, Mr. Tsang Hing Lun, Ms. Hai Chi Yuet and Mr. Graeme Jack, being independent non-executive Directors.

* *The Company is a registered non-Hong Kong company as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and it is registered under its Chinese name and under the English name "COSCO SHIPPING Development Co., Ltd.".*