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## **Enric Energy Equipment Holdings Limited**

**安瑞科能源裝備控股有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 3899)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (the "Meeting") of the shareholders of Enric Energy Equipment Holdings Limited (the "Company") will be held at Room K-2, Pacific Place Conference Centre, Level 5, One Pacific Place, 88 Queensway, Hong Kong on Friday, 26 June 2009 at 11:00 a.m. for the purpose of considering and, if thought fit, passing (with or without modifications) the following resolutions numbered 1 to 5 as ordinary resolutions of the Company and passing (without modifications) the following resolutions numbered 6 to 8 as special resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. **"THAT:**

- (i) the conditional sale and purchase agreement dated 2 September 2008 made among the Company as purchaser and CIMC HK (as defined in the circular of the Company dated 3 June 2009 (the "Circular"), a copy of which is marked "A" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose) and CIMC Vehicle (as defined in the Circular) as vendors in respect of the sale and purchase of the entire issued share capital of Sound Winner Holdings Limited, a copy of which is marked "B" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the transactions contemplated under it and all other incidental transactions be and are hereby approved, ratified and confirmed;
- (ii) the supplemental sale and purchase agreement dated 20 April 2009 made among the Company as purchaser and CIMC HK and CIMC Vehicle as vendors in respect of the sale and purchase of the entire issued share capital of Sound Winner Holdings Limited, a copy of which is marked "C" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the transactions contemplated under it and all other incidental transactions be and are hereby approved, ratified and confirmed;
- (iii) the conditional sale and purchase agreement dated 2 September 2008 made among the Company as purchaser and CIMC HK and PGM (as defined in the Circular) as vendors in respect of the sale and purchase of the entire issued share capital of Full Medal Limited, a copy of which is marked "D" and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the transactions contemplated under it and all other incidental transactions be and are hereby approved, ratified and confirmed;

- (iv) the supplemental sale and purchase agreement dated 20 April 2009 made among the Company as purchaser and CIMC HK and PGM as vendors in respect of the sale and purchase of the entire issued share capital of Full Medal Limited, a copy of which is marked “E” and tabled before the Meeting and initialed by the chairman of the Meeting for identification purpose, and the transactions contemplated under it and all other incidental transactions be and are hereby approved, ratified and confirmed; and
- (v) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with items (i) to (iv) of this Ordinary Resolution.”

2. **“THAT:**

- (i) the waiver granted or to be granted by the executive director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong (or any of his delegates) in accordance with Note 1 on Dispensations from Rule 26 of the Hong Kong Code on Takeovers and Mergers in respect of the obligation of the CIMC Concert Party Group (as defined in the Circular) to make an unconditional mandatory general offer for all the issued Ordinary Shares (as defined in the Circular) not already owned or agreed to be acquired by the CIMC Concert Party Group as a result of the issue of the New Ordinary Shares (as defined in the Circular) to CIMC, CIMC Vehicle and PGM be and is hereby approved; and
- (ii) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with item (i) of this Ordinary Resolution.”

3. **“THAT** conditional upon the passing of Ordinary Resolutions No.1, No. 2 and No. 5 and the passing of Special Resolution No. 8 set out in the notice convening the Meeting, the grant of a specific mandate for the allotment and issue of the New Ordinary Shares, the New Convertible Preference Shares (as defined in the Circular) and the underlying Ordinary Shares which fall to be issued upon conversion of the New Convertible Preference Shares be and is hereby approved.”

4. **“THAT** conditional upon the passing of Ordinary Resolutions No.1 to No. 3 set out in the notice convening the Meeting:

- (i) the Master Supply of Spare Parts Agreement (as defined in the Circular), a copy of which is marked “F” and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the Holvrieka Master Supply of Spare Parts Agreement (as defined in the Circular), a copy of which is marked “G” and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the continuing connected transactions contemplated under them be and are hereby approved, and the proposed aggregated annual caps of the continuing connected transactions contemplated under the Master Supply of Spare Parts Agreement and the Holvrieka Master Supply of Spare Parts Agreement set out in the Circular be and are hereby approved;

- (ii) the Master Sale of Products Agreement (as defined in the Circular), a copy of which is marked “H” and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the continuing connected transactions contemplated under it be and are hereby approved, and the proposed annual caps of the continuing connected transactions contemplated under the Master Sale of Products Agreement set out in the Circular be and are hereby approved;
  - (iii) the Holvrieka Master Sale of Tanks Agreement (as defined in the Circular), a copy of which is marked “I” and tabled before the Meeting and initialled by the chairman of the Meeting for identification purpose, and the continuing connected transactions contemplated under it be and are hereby approved, and the proposed annual caps of the continuing connected transactions contemplated under the Holvrieka Master Sale of Tanks Agreement set out in the Circular be and are hereby approved; and
  - (iv) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute the Master Supply of Spare Parts Agreement, the Holvrieka Supply of Spare Parts Agreement, the Master Sale of Products Agreement and the Holvrieka Master Sale of Tanks Agreement and all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with items (i) to (iii) of this Ordinary Resolution.”
5. “**THAT** conditional upon the passing of Ordinary Resolutions No.1 to No. 3 set out in the notice convening the Meeting:
- (i) the authorised share capital of the Company be and is hereby increased from HK\$100,000,000 to HK\$120,000,000 by the creation of 2,000,000,000 non-redeemable convertible preference shares of HK\$0.01 each (“Convertible Preference Shares”), having the rights and restrictions as set out in the amendments to the articles of association of the Company under Special Resolution No. 8 set out in the notice convening the Meeting, such that following such increase, the authorised share capital of the Company will be HK\$120,000,000 divided into 10,000,000,000 ordinary shares of HK\$0.01 each and 2,000,000,000 Convertible Preference Shares; and
  - (ii) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with item (i) of this Ordinary Resolution.”

#### **SPECIAL RESOLUTIONS**

6. “**THAT** conditional upon the passing of Ordinary Resolutions No.1 to No. 3 set out in the notice convening the Meeting:
- (i) the English name of the Company be changed to “CIMC Enric Holdings Limited” and the Chinese name of the Company be changed to “中集安瑞科控股有限公司”; and

(ii) the directors of the Company be and are hereby authorised for and on behalf of the Company to sign and execute all such documents, instruments and agreements, and to do all such acts or things, as they may consider necessary, appropriate, desirable or expedient to give effect to or in connection with item (i) of this Special Resolution.”

7. “**THAT** conditional upon the passing of Ordinary Resolutions No.1 to No. 3 and No. 5 and Special Resolution No. 6 set out in the notice convening the Meeting, the existing memorandum of association of the Company be and is hereby amended in the following manner:

(i) By deleting the existing name of the Company “Enric Energy Equipment Holdings Limited 安瑞科能源裝備控股有限公司” wherever it appears in the memorandum of association and replacing it with “CIMC Enric Holdings Limited 中集安瑞科控股有限公司”; and

(ii) Clause 8

By deleting the clause in its entirety and replacing it with the following:

“The share capital of the Company is HK\$120,000,000, comprising 10,000,000,000 ordinary shares of a nominal or par value of HK\$0.01 each and 2,000,000,000 non-redeemable convertible preference shares of a nominal or par value of HK\$0.01 each.”

8. “**THAT** conditional upon the passing of Ordinary Resolutions No.1 to No. 3 and No. 5 and Special Resolution No. 6 set out in the notice convening the Meeting, the existing articles of association of the Company be and are hereby amended in the following manner:

(i) By deleting the existing name of the Company wherever it appears in the articles of association and replacing it with “CIMC Enric Holdings Limited 中集安瑞科控股有限公司”

(ii) Article 2(1)

By inserting the following definitions:

“**Ordinary Share(s)**” an ordinary share of a par value of \$0.01 per share in the capital of the Company (or, if there has been a sub-division, consolidation, reduction, re-classification or re-construction of the ordinary share capital of the Company, such ordinary shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, reduction, re-classification or re-construction) with such rights and restrictions as set out in these Articles

**“Convertible Preference Share(s)”** 2,000,000,000 non-redeemable convertible preference shares of a par value of \$0.01 per share in the capital of the Company (or, if there has been a sub-division, consolidation, reduction, re-classification or re-construction of the non-redeemable convertible preference share capital of the Company, such non-redeemable convertible preference shares forming part of the non-redeemable convertible preference share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, reduction, re-classification or re-construction) with such rights and restrictions as set out in Article 9A

**“share(s)”** any share in the capital of the Company (including the Ordinary Shares and Convertible Preference Shares)

(iii) Article 3

By deleting the sub-paragraph (1) in its entirety and replacing it therewith the following:

“Unless otherwise determined in accordance with these Articles, the share capital of the Company shall comprise Ordinary Shares and Convertible Preference Shares.”

(iv) New Article 9A

By inserting the terms of the New Convertible Preference Shares as a new Article 9A immediately after Article 9 as follows:

“9A. The Convertible Preference Shares shall have the following rights and restrictions and subject to the following conditions:

(1) **Definitions**

For the purpose of this Article 9A:

**“Business Day”** means a day (not being a Saturday) on which banks are open for general banking business in the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Conversion Period”** means, in relation to any Convertible Preference Share, the period commencing on the date of allotment and issue of such Convertible Preference Share and ending on the date the Company passes a voluntary winding up resolution or is otherwise placed into liquidation;

**“Conversion Right”** means the right of Convertible Preference Shareholders to convert their Convertible Preference Shares into Ordinary Shares;

**“Convertible Preference Shareholder(s)”** means a person registered from time to time in the register of Members as a holder of any, where the context so admits or requires, the Convertible Preference Share.

(2) **Entitlement to Dividend**

The Convertible Preference Shareholders are entitled to participate pari passu in any dividends payable to the holders of the Ordinary Shares on a pro rata as-if-converted basis.

(3) **Return of Capital**

On a return of capital on winding up or otherwise (but not on any conversion of Convertible Preference Shares or any repurchase by the Company of Convertible Preference Shares or Ordinary Shares), the assets of the Company available for distribution among the Members shall be applied as follows:

- (a) First, such assets shall be applied towards repayment of an amount equal to the aggregate of the paid up (or credited as paid up) amounts of all of the Convertible Preference Shares; and
- (b) Secondly, the balance of such assets shall belong to and be distributed among the holders of the Ordinary Shares and other classes of shares of the Company currently or to be created in future in the capital of the Company. The Convertible Preference Shareholders shall not have the right to participate in such remaining assets.

(4) **Voting**

- (a) The Convertible Preference Shareholders shall not be entitled to vote at general meetings of the Company unless a resolution is to be proposed at a general meeting for winding-up the Company or a resolution is to be proposed at a general meeting which if passed would (subject to any consents required for such purpose being obtained) vary, modify or abrogate the rights or privileges of the Convertible Preference Shareholders, in which event the Convertible Preference Shares shall confer on the holders thereof the right to receive Notice of, and to attend, participate and vote, such that one Convertible Preference Share shall confer one vote either in person or by proxy at that general meeting, except that such holders may not vote upon any business dealt with at such general meeting except the election of a chairman, any motion for adjournment and

the particular resolution for winding-up of the Company or any resolution which if passed would (subject to any consents required for such purpose being obtained) vary, modify or abrogate the rights and privileges of the Convertible Preference Shareholders; and

- (b) Notwithstanding paragraph (4)(a) in this Article 9A, each Convertible Preference Shareholder shall be entitled to receive copies of all Notices of any general meeting of the Company and shall be entitled to attend the same, whether or not it has a right to vote thereat.

**(5) Conversion**

- (a) At any time during the Conversion Period, a Convertible Preference Shareholder may serve a Notice on the Company to convert all or such number of the New Convertible Preference Shares in multiples of 1,000,000 Convertible Preference Shares held by it and the balance thereof into Ordinary Shares whereupon the Company shall cause to be allotted and issued to such Convertible Preference Shareholder such number of Ordinary Shares as shall be equal to the number of Convertible Preference Shares, subject to adjustment as set out in paragraph (8) below;
- (b) Conversion of the Convertible Preference Shares as aforesaid during the Conversion Period shall be effected in such manner as the Directors shall, subject to these Articles and the Law, from time to time determine. In the event the conversion is on a one for one basis as set out in paragraph (5)(a) above without any adjustment, the conversion shall be effected by way of re-designation and all Convertible Preference Shares to be converted shall automatically be re-classified and re-designated as Ordinary Shares without the further approval of the Members on the date of conversion to be determined by the Directors;
- (c) Upon conversion of any Convertible Preference Shares into Ordinary Shares, the Company shall cause the share certificates in respect of the relevant Ordinary Shares to be delivered to the relevant Convertible Preference Shareholder and the relevant Convertible Preference Shareholder shall surrender the certificates in respect of the relevant Convertible Preference Shares held by it for cancellation, in each case, as soon as reasonably practicable and in any event within five Business Days from the date of the service of the notice of conversion given by such Convertible Preference Shareholder;
- (d) In the event of any fraction of a whole number of Ordinary Shares in the case of a conversion, such fraction shall be rounded down to the nearest whole number of the Ordinary Share;

- (e) The Convertible Preference Shareholders shall not exercise the conversion rights as to such number of Convertible Preference Shares if upon the conversion thereof, the percentage of the Ordinary Shares held by the public would drop below the minimum public float requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited applicable to the Company from time to time; and
- (f) All Notices served pursuant to paragraph 5(a) in this Article 9A shall be in writing and shall be deemed to have been served after two Business Days of posting if sent by registered post, in the case of Notice to the Company to the principal place of business of the Company in Hong Kong and in the case of Notice to any Convertible Preference Shareholder, to the address recorded in the register of holders of the Convertible Preference Shares kept by the Company.

**(6) Non-Redemption**

All Convertible Preference Shares are non-redeemable by the Company and the holders of the Convertible Preference Shares shall have no right to request the Company to redeem any of the Convertible Preference Shares.

**(7) Transfer**

The Convertible Preference Shares shall be transferable by an instrument of transfer in any usual or common form or such other form as may be approved by the Board.

**(8) Adjustment**

- (a) If, while any of the Convertible Preference Shares remain outstanding, the Company shall sub-divide or consolidate the Ordinary Shares, the number of Ordinary Shares into which the Convertible Preference Shares may be converted on any subsequent conversion shall in the case of a sub-division be increased or in the case of a consolidation be reduced proportionately;
- (b) If, while any of the Convertible Preference Shares remain outstanding, the Company shall make any bonus issue by way of capitalisation of profits or reserves (including any share premium account) to Members, then, in any such event, such issue shall be made in the form of fully paid Ordinary Shares and provision shall be made so that, upon conversion of any Convertible Preference Shares thereafter, the holder of such Convertible Preference Shares shall receive, in addition to the number of Ordinary Shares fall to be issued upon such conversion, the amount of Ordinary Shares which such holder would have received had the Convertible Preference Shares been converted into Ordinary Shares immediately prior to such event, all subject to further adjustment as provided herein; and



- (c) A certificate by the Company as to any appropriate adjustment to be made as a result of the provisions of this paragraph (8) in this Article 9A, shall be sent within 28 days of the event resulting in such adjustment to the Convertible Preference Shareholders and shall be conclusive and binding.”

(v) Article 103

By deleting the existing Article 103(1)(v) in its entirety and replacing it with the following:

“any contract or arrangement concerning any other company in which the Director or his associate(s) is/are interested only, whether directly or indirectly, as a shareholder or in which the Director or any of his associates are not in aggregate beneficially interested in five (5) per cent. or more of the issued shares or of the voting rights of any class of shares of such company (or of any third company through which his interest or that of any of his associate is derived); or”

By deleting the existing Article 103(3) in its entirety and replacing it with the following:

“(i) Where a company in which a Director and/or his associate(s) holds five (5) per cent. or more is materially interested in a transaction; or (ii) where a company in which a Director holds directorship or senior management position is materially interested in a transaction, then such Director shall also be deemed to be materially interested in such transaction.”

(vi) New Article 103A

By inserting a new Article 103A immediately after Article 103 as follows:

“103A. In addition, and without limitation to the foregoing, any such Director shall excuse himself from any meeting or part of any meeting of the Board and shall not participate in any discussion in respect of any resolutions where any contract or arrangement or other proposal in which he or any of his associate is materially interested is discussed or resolved, unless the attendance or participation of such Director at such meeting of the Board is specifically requested by the remaining Directors.”

By order of the Board  
**Enric Energy Equipment Holdings Limited**  
**Zhao Qingsheng**  
*Chairman*

Hong Kong, 3 June 2009

*Registered office:*

Cricket Square  
Hutchins Drive  
P.O. Box 2681  
Grand Cayman KY1-1111  
Cayman Islands

*Principal place of business in Hong Kong:*

Room 3104, 31st Floor  
Tower One  
Lippo Centre  
No.89 Queensway  
Hong Kong

**Notes:**

- (1) Any member entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and, on a poll, to vote instead of him. A proxy need not be a member of the Company.
- (2) Where there are joint registered holders of any share in the Company, any one of such joint holder may vote at the meeting, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at the meeting, 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 holders, and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
- (3) In order to be valid, the form of proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, must be returned to the branch share registrar of the Company in Hong Kong, Computershare Hong Kong Investor Services Limited, Rooms 1806-07, 18th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event not later than 4:00 p.m. on 23 June 2009 or not less than 48 hours before the time appointed for any adjourned meeting (as the case may be). Completion and return of the form of proxy will not preclude a member of the Company from attending and voting in person at the Meeting or any adjourned meeting if the member so desires.
- (4) All votes of members, whether in person or by proxy, at the meeting will be taken by way of poll.
- (5) As at the date of this notice, the board of the Company consists of Mr. Zhao Qingsheng (Chairman), Mr. Jin Yongsheng (Chief Executive Officer), Mr. Wu Fapei, Mr. Jin Jianlong, Mr. Yu Yuqun, Mr. Shi Caixing and Mr. Qin Gang as executive directors and Mr. Wong Chun Ho, Mr. Gao Zhengping and Mr. Shou Binan as independent non-executive directors.