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SINO-TECH INTERNATIONAL HOLDINGS LIMITED

泰豐國際集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 724)

NOTICE OF THE SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting (the “**SGM**”) of the shareholders of Sino-Tech International Holdings Limited (the “**Company**”) will be held at 32/F Entertainment Building, 30 Queen’s Road Central, Hong Kong on Friday, 25 March 2011 at 11:00 a.m. for the following purposes:

ORDINARY RESOLUTIONS

1. **“THAT:**

- (a) the sale and purchase agreement dated 11 February 2011 (the “**90% Acquisition Agreement**”, a copy of which has been produced to the meeting marked “A” and signed by the chairman of the SGM for the purpose of identification) entered into between Mr. Li Weimin as the first vendor (the “**First Vendor**”), Pioneer Blaze Limited as the second vendor (the “**Second Vendor**”), Mr. Lim Chuan Yang as the guarantor to the Second Vendor (the “**Guarantor**”) and CITIC Logistics (International) Company Limited, a wholly-owned subsidiary of the Company, as purchaser (the “**Purchaser**”) in relation to the sale and purchase of (i) 30% of the equity interest or registered capital in or of 中信物流有限公司 (CITIC Logistics Company Limited*) (the “**PRC Target Company**”) from the First Vendor and the outstanding shareholder’s loan owed by the PRC Target Company to the First Vendor, his associates, and/or company(ies) controlled by him as at the completion date of the 90% Acquisition Agreement (after setting off the amount owed by the First Vendor, his associates and/or company(ies) controlled by him to the PRC Target Company); and (ii) one share of US\$1.00 in the issued share capital of

* For identification purpose only

Sino Summit Investments Limited (the “**BVI Target Company**”), representing its entire issued share capital from the Second Vendor, the underlying asset of which is 60% of the equity interest or registered capital in or of the PRC Target Company, and the outstanding loan owed by New Wealth Logistics Limited, a direct wholly-owned subsidiary of the BVI Target Company, to the Guarantor as at the completion date of the 90% Acquisition Agreement for a total consideration of HK\$210,393,289 (subject to adjustment) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) the allotment and issue of a maximum of 237,407,250 and 506,031,932 new shares of HK\$0.01 each in capital of the Company (the “**Consideration Share(s)**”) credited as fully paid at an issue price of HK\$0.283 per Consideration Share to the First Vendor and Second Vendor respectively being the payment for consideration under the 90% Acquisition Agreement be and is hereby approved; and
- (c) any one director of the Company (the “**Director**”), or if the common seal of the Company is required, any two Directors, be and are hereby authorised for and on behalf of the Company to sign, seal, execute, perfect, deliver all such documents, deeds, instruments and agreements, and to do all such acts, matters and things and to take such steps as they may in their absolute discretion consider necessary or desirable or expedient for the purpose of or in relation to implementing, completing and giving effect to the 90% Acquisition Agreement and the transactions contemplated thereunder including but not limited to the issue and allotment of an aggregate of 743,439,182 Consideration Shares and to agree to such variations of a non-material nature in or to the terms of the 90% Acquisition Agreement as they may in their absolute discretion consider to be necessary or desirable and in the interests of the Company.”

2. “**THAT:**

- (a) the sale and purchase agreement dated 11 February 2011 (the “**10% Acquisition Agreement**”, a copy of which has been produced to the meeting marked “B” and signed by the chairman of the SGM for the purpose of identification) entered into between 中信汽車公司 (CITIC Automobile Company Limited*) as the third vendor (the “**Third Vendor**”) and the Purchaser as purchaser in relation to the sale and purchase of remaining 10% of the equity interest or registered capital in or of the PRC Target Company and the outstanding shareholder’s loan owed by the PRC Target Company to the Third Vendor, its associates, and/or company(ies) controlled by it as at the completion date of the 10% Acquisition Agreement (after setting off the amount owed by the Third Vendor, its associates, and/or company(ies) controlled by it to the PRC Target Company) from the Third Vendor for a total consideration of HK\$46,969,595 (subject to adjustment) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;

- (b) the allotment and issue of a maximum of 165,970,300 Consideration Shares credited as fully paid at an issue price of HK\$0.283 per Consideration Share to the Third Vendor being the payment for consideration under the 10% Acquisition Agreement be and is hereby approved; and
 - (c) any one Director, or if the common seal of the Company is required, any two Directors, be and are hereby authorised for and on behalf of the Company to sign, seal, execute, perfect, deliver all such documents, deeds, instruments and agreements, and to do all such acts, matters and things and to take such steps as they may in their absolute discretion consider necessary or desirable or expedient for the purpose of or in relation to implementing, completing and giving effect to the 10% Acquisition Agreement and the transactions contemplated thereunder including but not limited to the issue and allotment of 165,970,300 Consideration Shares and to agree to such variations of a non-material nature in or to the terms of the 10% Acquisition Agreement as they may in their absolute discretion consider to be necessary or desirable and in the interests of the Company.”
3. “**THAT** the re-election of Mr. Li Weimin as an executive Director from 4 June 2010 be and is hereby approved, confirmed and ratified, and that the board of Directors be authorized to fix his remuneration.”
 4. “**THAT** the re-election of Mr. Wang Jianzhi as an executive Director from 4 June 2010 be and is hereby approved, confirmed and ratified, and that the board of Directors be authorized to fix his remuneration.”
 5. “**THAT** the re-election of Mr. Huang Hanshui as an executive Director from 4 June 2010 be and is hereby approved, confirmed and ratified, and that the board of Directors be authorized to fix his remuneration.”
 6. “**THAT** Academician Liu Renhuai be re-elected as a non-executive Director and the board of Directors be authorized to fix his remuneration.”
 7. “**THAT** Mr. Xin Luo Lin be re-elected as a non-executive Director and the board of Directors be authorized to fix his remuneration.”
 8. “**THAT** Ms. Liu Yanfang be re-elected as an independent non-executive Director and the board of Directors be authorized to fix her remuneration.”

9. “**THAT** Professor Ma Hongwei be re-elected as an independent non-executive Director and the board of Directors be authorized to fix his remuneration.”

By order of the Board
Sino-Tech International Holdings Limited
Huang Hanshui
Executive Director

* *For identification purpose only*

Hong Kong, 28 February 2011

Registered Office:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Principal place of business in Hong Kong:
32/F Entertainment Building
30 Queen’s Road Central
Hong Kong

Note:

1. A member of the Company entitled to attend and vote at the SGM is entitled to appoint another person as his proxy to attend and vote instead of him. A member of the Company who is the holder of two or more shares may appoint more than one proxy to represent him and vote on his behalf at the SGM. A proxy need not be a member of the Company.
2. A form of proxy for use at the SGM is enclosed. Whether or not you intend to attend the SGM in person, you are urged to complete and return the form of proxy in accordance with the instructions printed thereon.
3. To be valid, a form of proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, must be delivered to the Company’s branch registrar, Tricor Tengis Limited of 26/F., Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong as soon as possible and in any event not less than forty-eight (48) hours before the time appointed for holding the SGM or any adjournment thereof.
4. Delivery of an instrument appointing a proxy shall not preclude you from attending and voting in person at the SGM and in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. The form of proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.
6. Where there are joint holders of any shares of the Company any one of such joint holder 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 holders be present at the SGM the vote of the senior who tenders a vote, whether in personal 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.

As at the date of this notice, the board of the Company comprises Mr. Li Weimin, Mr. Wang Jianzhi, Mr. Lam Yat Keung and Mr. Huang Hanshui as executive Directors; Academician Liu Renhuai and Mr. Xin Luo Lin as non-executive Directors; and Mr. Ho Chi Fai, Ms. Liu Yanfang and Professor Ma Hongwei as independent non-executive Directors.