

China International Capital Corporation (Singapore) Pte. Limited was the sole issue manager, global coordinator, bookrunner and underwriter (“Sole Issue Manager, Global Coordinator, Bookrunner and Underwriter”) for the initial public offering of shares in, and listing of, China Jinjiang Environment Holding Company Limited on the Mainboard of the Singapore Exchange Securities Trading Limited. The Sole Issue Manager, Global Coordinator, Bookrunner and Underwriter assumes no responsibility for the contents of this Notice.



CHINA JINJIANG ENVIRONMENT HOLDING COMPANY LIMITED

中国锦江环境控股有限公司

(Company Registration Number: 245144)

(Incorporated in the Cayman Islands on 8 September 2010)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “EGM”) of China Jinjiang Environment Holding Company Limited 中国锦江环境控股有限公司 (the “Company”) will be held at Meeting Room 304, Suntec Singapore Convention & Exhibition Centre, 1 Raffles Boulevard, Suntec City, Singapore 039593 on 15 November 2016 at 3.00 p.m. for the purpose of considering and, if thought fit, passing, with or without amendments, the following Ordinary Resolutions:

(1) THE PROPOSED ACQUISITION OF ZHEJIANG ZHUJI BAFANG THERMAL POWER CO., LTD. (浙江诸暨八方热电有限责任公司) AS AN INTERESTED PERSON TRANSACTION (THE “PROPOSED ZHUJI ACQUISITION”)

THAT:-

(a) approval be and is hereby given for the acquisition of the entire issued share capital of Zhejiang Zhuji Bafang Thermal Power Co., Ltd. (浙江诸暨八方热电有限责任公司) by Gevin Limited (“Gevin”) (or such wholly-owned subsidiary of Gevin) from Hangzhou Jinjiang Group Co., Ltd. (“Jinjiang Group”) for an aggregate consideration of RMB304,494,000 and on the terms and subject to the conditions set out in the conditional sale and purchase agreement dated 5 October 2016 entered into between Gevin and Jinjiang Group; and

(b) any Director of the Company be and is hereby authorised to complete and do any and all such acts and things (including executing all such documents as may be required) as he may in his absolute discretion consider expedient or necessary or in the interests of the Company to give effect to this resolution.

(2) THE PROPOSED ACQUISITION OF WENLING GREEN NEW ENERGY CO., LTD. (温岭绿能新能源有限公司) AS AN INTERESTED PERSON TRANSACTION (THE “PROPOSED WENLING ACQUISITION”)

THAT:-

(a) approval be and is hereby given for the acquisition of the entire issued share capital of Wenling Green New Energy Co., Ltd. (温岭绿能新能源有限公司) by Gevin Limited (“Gevin”) (or such wholly-owned subsidiary of Gevin) from Hangzhou Jinjiang Group Co., Ltd. (“Jinjiang Group”) for an aggregate consideration of RMB135,000,000 and on the terms and subject to the conditions set out in the conditional sale and purchase agreement dated 5 October 2016 entered into between Gevin and Jinjiang Group; and

(b) any Director of the Company be and is hereby authorised to complete and do any and all such acts and things (including executing all such documents as may be required) as he may in his absolute discretion consider expedient or necessary or in the interests of the Company to give effect to this resolution.

By Order of the Board of Directors

Wang Yuanluo

Executive Chairman and Chief Executive Officer

31 October 2016

Notes:

1. A member of the Company entitled to attend and vote at the EGM who is the holder of two or more shares in the capital of the Company (“Shares”) is entitled to appoint not more than two proxies to attend and vote instead of him. A proxy need not be a member of the Company.
2. Where a member of the Company appoints more than one proxy, he/she must specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy. If no such proportion is specified the first named proxy may be treated as representing 100% of the Shareholding and any subsequent named proxy as an alternate to the earlier named.
3. The Depository or a relevant intermediary may appoint more than two proxies, but each proxy must be appointed to exercise the rights attached to a different Share or Shares held by him (which number and Class of Shares shall be specified).
4. The instrument appointing a proxy or proxies must be deposited with the Company’s Share Registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32-01 Singapore Land Tower, Singapore 048623, not less than 72 hours before the time appointed for the EGM. The sending of a Proxy Form by a member does not preclude him from attending and voting in person at the EGM if he so wishes. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the EGM in person and, in such event, the Company reserves the right to refuse to admit any person or persons appointed under the Proxy Form to the EGM.

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, governmental or regulatory requirements, or guidelines or notices issued by any applicable governmental or regulatory authorities of any relevant jurisdiction, and/or complying with the Company’s internal policies (collectively, the “Purposes”), (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents) (collectively, the “Third Parties”), the member has each of the Third Party’s authority to provide such Third Party’s personal data to the Company, is validly acting on each of their behalf and has obtained the prior consent of such Third Party for the collection, use and disclosure by the Company (or its agents) of the personal data of such Third Party for the Purposes, (iii) warrants that all personal data that the member provides to the Company is true, accurate and complete, and (iv) agrees that the member will indemnify and at all times to keep the Company and its related corporations (together with their respective officers, employees and agents) (each an “Injured Party”) indemnified against any penalties, liabilities, claims, demands, losses and damages which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including the member and the member’s employees, agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, or by reason of or in respect of any member’s breach of warranty and/or any action or omission by the member that causes the Company and/or any of its related corporations to be in breach of the Personal Data Protection Act 2012 and all subsidiary legislation related thereto.