

---

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

---

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

**If you have sold** all your shares in China Aerospace International Holdings Limited, you should at once hand this document and the accompanying 2011 Annual Report and the form of proxy to the purchaser or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser.

**If you are in any doubt** as to any aspect of this document or as to any action to be taken, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional advisers.

---



**CHINA AEROSPACE INTERNATIONAL HOLDINGS LIMITED**

**中國航天國際控股有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 31)**

**PROPOSED GENERAL MANDATES  
TO ISSUE SHARES AND REPURCHASE SECURITIES,  
RE-ELECTION OF DIRECTORS,  
AMENDMENTS TO MEMORANDUM  
AND ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

---

A notice convening the Annual General Meeting of China Aerospace International Holdings Limited to be held at The Salon One, First Floor, Harbour Grand Kowloon, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong at 10:00 a.m. on Friday, 8 June 2012 is set out on pages 35 to 46 of this document.

Whether or not you are able to attend the Annual General Meeting, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon to the Company's share registrar, Tricor Standard Limited of 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible but in any event not less than 48 hours before the time appointed for the holding of the Annual General Meeting. Completion of a form of proxy will not preclude you from attending and voting at the Annual General Meeting in person if you so wish.

25 April 2012

---

## CONTENTS

---

	<i>Page</i>
<b>Definitions</b> .....	1
<b>Letter from the Board</b>	
Introduction .....	2
General Mandates to Issue Shares and Repurchase Securities .....	3
Re-Election of Directors .....	3
Final Dividend .....	4
Amendments to Memorandum and Articles of Association .....	4
Voting Procedure .....	5
Recommendation .....	5
Annual General Meeting .....	6
<b>Appendix 1 — Explanatory Statement on the Repurchase Proposal</b> .....	7
<b>Appendix 2 — Details of Directors Proposed to be Re-elected</b> .....	10
<b>Appendix 3 — Amendments to Memorandum and Articles of Association</b> .....	15
<b>Notice of Annual General Meeting</b> .....	35

---

## DEFINITIONS

---

*In this document, the following expressions have the following meanings, unless the context requires otherwise:*

“Annual General Meeting”	the annual general meeting of the Company to be held at 10:00 a.m. on Friday, 8 June 2012, the notice of which is set out on pages 35 to 46 of this circular;
“Board”	the Board of Directors;
“Company”	China Aerospace International Holdings Limited, a company incorporated in Hong Kong with limited liability, the securities of which are listed on the Stock Exchange;
“Directors”	the directors of the Company;
“HK\$”	Hong Kong dollars;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Latest Practicable Date”	13 April 2012, being the latest practicable date prior to the printing of this document for ascertaining certain information referred to in this document;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Register”	the Register of Members of the Company;
“Registrar”	the Company’s share registrar, Tricor Standard Limited, of 26th Floor, Tesbury Centre, 28 Queen’s Road East, Wanchai, Hong Kong;
“Repurchase Proposal”	the general and unconditional mandate proposed to be granted to the Directors to empower the Directors to repurchase Shares, details of which are set out in the section headed “General Mandates to Issue Shares and Repurchase Securities”;
“SFO”	the Securities and Futures Ordinance (Cap. 571 of the laws of Hong Kong);
“Share(s)”	share(s) of HK\$0.10 each in the share capital of the Company;
“Shareholders”	holders of Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited; and
“Takeovers Code”	the Hong Kong Code on Takeovers and Mergers.



**CHINA AEROSPACE INTERNATIONAL HOLDINGS LIMITED**

**中國航天國際控股有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 31)**

*Executive Directors:*

Mr Li Hongjun (*President*)

Mr Jin Xuesheng

*Non-executive Directors:*

Mr Zhang Jianheng (*Chairman*)

Mr Wu Zhuo (*Vice Chairman*)

Mr Chen Xuechuan

Mr Shi Weiguo

Mr Luo Zhenbang (*Independent*)

Mr Wang Junyan (*Independent*)

Ms Leung Sau Fan, Sylvia (*Independent*)

*Registered Office:*

Room 1103–1107A,  
One Harbourfront,  
18 Tak Fung Street,  
Hung Hom, Kowloon,  
Hong Kong

25 April 2012

*To Shareholders of the Company,*

Dear Sir or Madam,

**PROPOSED GENERAL MANDATES  
TO ISSUE SHARES AND REPURCHASE SECURITIES,  
RE-ELECTION OF DIRECTORS,  
AMENDMENTS TO MEMORANDUM  
AND ARTICLES OF ASSOCIATION  
AND  
NOTICE OF ANNUAL GENERAL MEETING**

**INTRODUCTION**

It is proposed that at the Annual General Meeting of the Company be held on Friday, 8 June 2012, the notice of which is set out on pages 35 to 46 of this document, the Shareholders are requested to consider and, if appropriate, amongst others, to grant to the Directors general mandates to issue and repurchase securities of the Company, to re-elect Directors, and to amend Memorandum and Articles of Association.

---

## LETTER FROM THE BOARD

---

In accordance with the Listing Rules, the Company is required to send to its Shareholders an explanatory statement containing information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the resolution to approve the granting of a mandate to the Directors to exercise the powers of the Company to purchase its own securities.

The purpose of this document is to set out such information in relation to the proposed mandate, the re-election of Directors, the amendments to Memorandum and Articles of Association and the Annual General Meeting.

### **GENERAL MANDATES TO ISSUE SHARES AND REPURCHASE SECURITIES**

At the Annual General Meeting, an ordinary resolution will be proposed whereby the Directors will be given a general and unconditional mandate to allot, issue and otherwise deal with new Shares representing up to 20 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date the resolution is passed. As of the Latest Practicable Date, the number of issued Shares of the Company is 3,085,021,882.

At the Annual General Meeting, an ordinary resolution will be proposed for Shareholders' approval whereby the Directors will be given a general and unconditional mandate to exercise all powers of the Company to repurchase issued Shares subject to the criteria set out in this document. An explanatory statement containing information reasonably necessary to enable the Shareholders to make an informed decision on whether to vote for or against the resolution to approve the granting of a mandate to the Directors to exercise the powers of the Company to purchase its own securities is set out in Appendix 1 to this document.

In addition, conditional upon the proposed resolution to authorise the repurchase of securities, as more particularly described under the paragraph headed "Shareholders' Approval" under the "Explanatory Statement on the Repurchase Proposal" in Appendix 1, is being passed, an ordinary resolution will be proposed to authorise the Directors to allot, issue and otherwise deal with new Shares up to an amount equal to the aggregate nominal amount of the Shares purchased under the authority to repurchase. In accordance with the Listing Rules, the Company may not make a new issue of Shares or announce a proposed new issue of Shares for a period of 30 days after any purchase by it of Shares, whether on the Stock Exchange or otherwise, other than an issue of securities pursuant to the exercise of warrants, share options or similar instruments requiring the Company to issue securities which were outstanding prior to that purchase of its own securities, without the prior approval of the Stock Exchange.

### **RE-ELECTION OF DIRECTORS**

Mr Wu Zhuo, Mr Chen Xuechuan and Mr Shi Weiguo retire by rotation at the Annual General Meeting in accordance with Article 103(A) of the Company's Articles of Association and, being eligible, offer themselves for re-election by the Shareholders. Mr Wu Zhuo, if being re-elected, will resume the office of Vice Chairman of the Company.

---

## LETTER FROM THE BOARD

---

Mr Zhang Jianheng and Ms Leung Sau Fan, Sylvia retire by rotation at the Annual General Meeting in accordance with Article 94 of the Company's Articles of Association and, being eligible, offer themselves for re-election by the Shareholders. Mr Zhang Jianheng, if being re-elected, will resume the office of Chairman of the Company.

The biographical details, the interests in the Shares (if any) and the remuneration of the retiring Directors are provided in Appendix 2 to this document.

### **FINAL DIVIDEND**

Subject to approval by Shareholders at the Annual General Meeting, the Board has recommended a final dividend of HK1 cent per Share for the year ended 31 December 2011 payable to the Shareholders whose names appear on the Register of Members of the Company on 18 June 2012.

### **AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION**

In view of the proposed changes in Listing Rules in respect of corporate governance which took effect on 1 April 2012 on (i) enabling requisition by shareholders in appointing director and (ii) removal of the 5% exemption for voting by a director on a board resolution in which he has an interest, the Company takes the opportunity to further amend its constitution as follows:

**1. To tidy up the object clause of the Memorandum of Association**

With the amendments of the Companies Ordinance in 2000, the objects for which a company incorporated in Hong Kong may be unrestricted. As such, it is proposed that the whole object clause be removed and be replaced by a statement to such effect.

**2. To tidy up the name clause and the register office clause of the Memorandum of Association**

It is intended that with a reprint of the Memorandum and Articles of Association, the current name of the Company be stated in the name clause and the current name of Hong Kong be set out in the registered office clause.

**3. To tidy up the definition article of the Articles of Association**

It is intended that with a reprint of the Memorandum and Articles of Association, the definition concerning the name of the Company be restated and that definition concerning electronic communication, documents and notices in writing and the reference of certain terms in the Companies Ordinance be stated for clarity.

---

## LETTER FROM THE BOARD

---

### **4. To provide details of extraordinary general meeting requisition procedure in the Articles of Association**

The procedure for shareholder requisition for extraordinary general meeting for Hong Kong incorporated company are set out in section 113 of the Companies Ordinance. They are reproduced in the Articles of Association. In addition to requisition for the appointment of director, shareholders may requisite meeting to discuss other businesses. In view of the short time frame within which the Board should convene an extraordinary general meeting as requested by shareholder, the quorum of board meeting solely for the convening of such general meeting is relaxed, as provided in the Companies Ordinance.

### **5. To remove the 5% exemption for voting by a director on a board resolution in which he has an interest**

The new rule 13.44 of the Listing Rules removes the 5% exemption for voting by a director on a board resolution in which he has an interest. The relevant provisions in the Articles of Association shall also be removed accordingly.

### **6. To provide summary financial statements, selection of language in corporate communications and serving of notices and documents by electronic means**

Currently, the Articles of Association of the Company only provides for the despatch by post of corporate information (including annual reports and accounts in full form only and in both English and Chinese) to registered address of shareholders or publication in newspaper. While it is still not cost effective to provide for summary report and electronic communication as allowed by the Companies Ordinance, it is proposed that the Articles of Association of the Company be amended while the implementation shall be as may be resolved by the Board, when it deems appropriate.

Detailed amendments of the Memorandum and Articles of Association of the Company are set out in Appendix 3 to this document.

## **VOTING PROCEDURE**

Pursuant to rules 13.39(4) and 13.39(5) of the Listing Rules, the vote of Shareholders at the Annual General Meeting will be taken by poll and a scrutineer will be appointed by the Company for vote taking at the Annual General Meeting. The Company will announce the results of the poll in the manner prescribed under rule 13.39(5).

## **RECOMMENDATION**

The Directors are of the opinion that the general mandates to issue Shares and the Repurchase Proposal, the re-election of Directors and the amendments to Memorandum and Articles of Association are in the best interests of the Company and its Shareholders and therefore recommend that you vote in favour of all the resolutions to be proposed at the forthcoming Annual General Meeting.

---

## LETTER FROM THE BOARD

---

### ANNUAL GENERAL MEETING

Notice of the Annual General Meeting is set out on pages 35 to 46 of this document.

A form of proxy is enclosed with this document for use at the Annual General Meeting. Whether or not you intend to be present at the meeting, you are requested to complete and return the enclosed form of proxy to the Company's share registrar, Tricor Standard Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong in accordance with the instructions printed thereon not less than 48 hours before the time appointed for the holding of the meeting. Completion of a form of proxy will not preclude you from attending and voting at the Annual General Meeting in person if you so wish.

Yours faithfully,  
**Zhang Jianheng**  
*Chairman*



Set out below further information of the Repurchase Proposal.

### **Shareholders' Approval**

At the Annual General Meeting, an ordinary resolution will be proposed for Shareholders' approval whereby the Directors will be given a general and unconditional mandate to exercise all powers of the Company to repurchase issued Shares subject to the criteria set out in this document.

While it is not possible to anticipate in advance any specific circumstances in which the Directors might think it is appropriate to repurchase securities, the Directors believe that the grant of a general mandate to repurchase securities to a maximum of 10 per cent. of the aggregate nominal amount of the share capital of the Company as at the date the resolution is passed, of 308,502,188 Shares as of the Latest Practicable Date, would give the Company additional flexibility that would be beneficial. The repurchases may, depending on market conditions and funding arrangements of the Company at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share. Shareholders can be assured that the Directors would only make such purchases in circumstances where they consider them to be in the best interests of the Company. On the basis of the consolidated financial position of the Company as at 31 December 2011 (being the date to which the latest published audited accounts of the Company have been made up) and in particular the working capital or gearing position of the Company at that time and the number of Shares in issue, the Directors consider that there may be a material adverse impact on the working capital or gearing position of the Company in the event that the proposed purchases were to be carried out in full at any time during the proposed purchase period. However, no purchase would be made in circumstances that would have a material adverse impact on the working capital or gearing position of the Company (as compared with the financial position as at 31 December 2011).

### **Source of Funds**

The Company is empowered by its Memorandum and Articles of Association to purchase its Shares. Purchase of Shares must be funded out of funds legally available for the purpose in accordance with the Company's Memorandum and Articles of Association and the laws of Hong Kong.

### **Directors and connected persons**

None of the Directors nor, to the best of their knowledge and belief having made all reasonable enquiries, any of the associates (as defined in the Listing Rules) of any of the Directors have any present intention, in the event that the grant to the Directors of a repurchase mandate is approved by the Shareholders, to sell Shares to the Company.

No persons who are connected persons (as defined in the Listing Rules) of the Company have notified the Company that they have a present intention to sell Shares to the Company nor have they undertaken not to sell any of the Shares held by them to the

Company in the event that the Company is authorised to make purchases of Shares. In accordance with the Listing Rules, the Company shall not knowingly purchase Shares from a connected person on the Stock Exchange.

**Undertaking to the Stock Exchange**

The Directors have undertaken to the Stock Exchange to exercise the power of the Company to make purchases pursuant to the proposed resolution in accordance with the Listing Rules, all applicable laws of Hong Kong, the jurisdiction in which the Company is incorporated, and in accordance with the Memorandum and Articles of Association of the Company.

**Hong Kong Code on Takeovers and Mergers**

If, as a result of a share repurchase, a shareholder’s proportionate interest in the voting capital of the Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code and, if such increase results in a change in control, may in certain circumstances give rise to an obligation to make a general offer for shares under Rule 26 of the Takeovers Code.

As at the Latest Practicable Date, and according to the register of substantial shareholders’ interests maintained pursuant to Part XV of the Securities and Futures Ordinance (Chapter 571) of the Laws of Hong Kong, the following Shareholders were interested in 5 per cent. or more of the issued share capital of the Company:

<b>Name</b>	<b>Capacity</b>	<b>Number of shares interested (Long Position)</b>	<b>Percentage of issued share capital</b>	<b>Number of shares interested (Short Position)</b>	<b>Percentage of issued share capital</b>
China Aerospace Science & Technology Corporation	Interests in controlled corporation <i>(Note 1)</i>	1,183,598,636	38.37%	927,107,581	30.05%
Jetcote Investments Limited	Beneficial owner	131,837,011	4.27%	0	0
	Interests in controlled corporation <i>(Note 2)</i>	1,051,761,625	34.10%	927,107,581	30.05%
		<hr/>	<hr/>	<hr/>	<hr/>
		1,183,598,636	38.37%	927,107,581	30.05%
Burhill Company Limited	Beneficial owner <i>(Note 2)</i>	579,834,136	18.80%	514,118,000	16.67%
Sin King Enterprises Company Limited	Beneficial owner <i>(Note 2)</i>	471,927,489	15.30%	412,989,581	13.38%

*Notes:*

1. These 1,183,598,636 Shares were duplicated in the interests held by Jetcote Investments Limited, a wholly-owned subsidiary of China Aerospace Science & Technology Corporation, and its subsidiaries.
2. Both Burhill Company Limited and Sin King Enterprises Company Limited are wholly-owned subsidiaries of Jetcote Investments Limited. The Shares held by them form part of the total number of Shares in which Jetcote Investments Limited was deemed interested.

In the event that the Directors exercise in full the power to repurchase Shares which is proposed to be granted pursuant to the Repurchase Proposal, then (if the above shareholdings otherwise remain the same) the attributable shareholdings of China Aerospace Science & Technology Corporation, Jetcote Investments Limited, Burhill Company Limited and Sin King Enterprises Company Limited in the Company would be increased to approximately 42.63 per cent. of the issued share capital of the Company. The Directors consider that such increase would give rise to China Aerospace Science & Technology Corporation an obligation to make a mandatory offer under Rule 26 of the Takeovers Code and do not have the intention to repurchase the Shares to such extent at present. The Directors are not aware of any other consequence which would arise under the Takeovers Code as a result of any purchases by the Company of its Shares.

**Shares Repurchased**

During the 6 months preceding the Latest Practicable Date, no Shares were purchased by the Company.

**Trading Prices in the past 12 months**

During the 12 months preceding the Latest Practicable Date, the highest and lowest traded prices for Shares on the Stock Exchange were as follows:

	Per Share	
	Highest HK\$	Lowest HK\$
<b>2011</b>		
April	0.99	0.90
May	0.97	0.83
June	0.88	0.75
July	0.87	0.79
August	0.81	0.59
September	0.67	0.54
October	0.75	0.51
November	0.71	0.61
December	0.66	0.56
<b>2012</b>		
January	0.63	0.54
February	0.71	0.59
March	0.76	0.64
April (up to the Latest Practicable Date)	0.75	0.66

The followings are the particulars of the Directors proposed to be re-elected at the Annual General Meeting:

**(1) Mr Zhang Jianheng, Non-Executive Director & Chairman**

**Mr Zhang Jianheng**, aged 51, a Senior Engineer, is a Non-Executive Director and Chairman of the Company. Mr. Zhang graduated from Dalian Institute of Technology in 1982. From 1982 to 1989, he joined the First Film Factory of the Ministry of Chemical Industry and from 1989 to 1996, he joined the First Film Factory of China Lucky Film Company. From 1996 to 2011, he was the Director, Deputy General Manager and General Manager of China Lucky Film Corporation. During the same period, he also served as Deputy Chairman and General Manager, and Chairman of Lucky Film Co., Ltd. (stock code: 600135), a company listed on the Shanghai Stock Exchange. From 2011 till now, he serves as Deputy General Manager of China Science & Technology Corporation and from April 2012 as Vice Chairman of ZTE Corporation, shares of which are listed on The Stock Exchange of Hong Kong Limited (stock code: 763) and Shenzhen Stock Exchange (stock code: 000063). Mr Zhang was a Standing Committee Member of the 10th Session of All China Youth Federation and Deputy Chairman of the 2nd Session of the State Enterprise Youth Federation. He was elected as a deputy of the 11th National People's Congress in 2008 and was assessed as National Labour Model in 2010. Mr Zhang has extensive experience in corporate administration. He was appointed as a Non-Executive Director and Chairman of the Company in March 2012.

Save as disclosed above, Mr Zhang did not hold directorships in any other listed public companies in the last three years and is not connected with any other directors, senior management, substantial or controlling Shareholders of the Company and does not have any interests in the Shares within the meaning of Part XV of the SFO.

Mr Zhang did not enter into any service contract with the Company but entered into an engagement letter with the Company pursuant to the latest Listing Rules, terms of which, *inter-alia*, have a fixed term of two years and is subject to the rotational retirement requirements under the Company's Articles of Association. Based on the Company's emolument policy, Mr Zhang is entitled to receive a director's fee of HK\$150,000 for the year of 2012 on a pro rata basis, subject to the approval of the Shareholders at the Annual General Meeting. The amount of the director's fee is based on his previous experience, professional qualifications, the operation situation of the Company and the prevailing market condition.

Mr Zhang Jianheng, if being re-elected, will resume the office of Chairman of the Company.

Save as disclosed above, there is no other information that needs to be brought to the attention of the Shareholders or disclosed pursuant to Rule 13.51(2) of the Listing Rules.

**(2) Mr Wu Zhuo, Non-Executive Director & Vice Chairman**

**Mr Wu Zhuo**, aged 62, a Research Fellow with graduate qualification, is a Non-Executive Director and Vice Chairman of the Company. Mr Wu started his career in Heilongjiang Production and Construction Corps from December 1967 and studied chief design of spacecrafts in Hunan Changsha Technical College from October 1973. In addition, Mr Wu served as Technician in Nanjing Chenguang Machinery Factory from December 1976, Assistant Engineer of the Second Research Academy of the Ministry of Space Industry of China from February 1980, Engineer of Aerospace System Engineering Bureau of the Ministry of Space Industry of China from October 1983, Supervisor and Deputy Division Director of System Engineering Bureau of the Ministry of Aerospace Industry of China from 1988. Through his career in China Aerospace Corporation from June 1993, he had held such positions as Division Director and Deputy Director General of Research & Production Department, Deputy Director General of Human Resources & Training Department and the Head of General Office. From June 1999 onwards, he served as Deputy General Manager of China Aerospace Science & Technology Corporation. Mr Wu was invited to Columbia University as senior visiting scholar for one year in 1988. He was assessed as Research Fellow in 1998 and obtained the Government Subsidy awarded by the State Council in 1999. Mr Wu has been managing in the field of aerospace for a number of years and has extensive capability and experience in the management of system engineering and human resources. He was appointed as a Non-Executive Director and Chairman of the Company in September 2007 and was re-designated as a Non-Executive Director and Vice Chairman of the Company in December 2010.

Save as disclosed above, Mr Wu did not hold directorships in any other listed public companies in the last three years and is not connected with any other directors, senior management, substantial or controlling Shareholders of the Company and does not have any interests in the Shares within the meaning of Part XV of the SFO.

Mr Wu did not enter into any service contract with the Company but entered into an engagement letter with the Company pursuant to the latest Listing Rules, terms of which, *inter-alia*, have a fixed term of two years and is subject to the rotational retirement requirements under the Company's Articles of Association. Based on the Company's emolument policy, Mr Wu is entitled to receive a director's fee of HK\$150,000 per annum, subject to the approval of the Shareholders at the Annual General Meeting. The amount of the director's fee is based on his previous experience, professional qualifications, the operation situation of the Company and the prevailing market condition.

Mr Wu Zhuo, if being re-elected, will resume the office of Vice Chairman of the Company.

Save as disclosed above, there is no other information that needs to be brought to the attention of the Shareholders or disclosed pursuant to Rule 13.51(2) of the Listing Rules.

**(3) Mr Chen Xuechuan, Non-Executive Director**

**Mr Chen Xuechuan**, aged 49, a Research Fellow, is a Non-Executive Director of the Company. Mr Chen graduated from the Dailian Polytechnic University with a master's degree in engineering and started his career and held such posts as Deputy Factory Officer, Chief Metallurgist, Deputy Chief Engineer and Deputy General Manager of Capital Aerospace Machinery Company from 1983, Deputy Director General of Personnel & Education Department of the First Academy of China Aerospace Corporation from 1997, Person-in-charge of the Academy of Beijing Aerospace System Engineering from 2000, Director General of Human Resources Department of China Aerospace Science & Technology Corporation from April 2005 till now, and as standing council member of Chinese Society of Astronautics, China Institute of Space Law and China Space Foundation, and Director of Aerospace Science & Technology Finance Company Limited from 2007 onwards. Mr Chen has been engaged into the machinery manufacturing of launch vehicles, the management of corporations and academies, as well as human resources management and has substantial experience in corporate management and human resource management. He was appointed as a Non-Executive Director of the Company in August 2008.

Save as disclosed above, Mr Chen did not hold directorships in any other listed public companies in the last three years and is not connected with any other directors, senior management, substantial or controlling Shareholders of the Company and does not have any interests in the Shares within the meaning of Part XV of the SFO.

Mr Chen did not enter into any service contract with the Company but entered into an engagement letter with the Company pursuant to the latest Listing Rules, terms of which, *inter-alia*, have a fixed term of two years and is subject to the rotational retirement requirements under the Company's Articles of Association. Mr Chen is entitled to receive a director's fee of HK\$150,000 per annum and an annual remuneration to the member of remuneration committee of HK\$30,000, subject to the approval of the Shareholders at the Annual General Meeting. The amount of the director's fee is based on his previous experience, professional qualifications, the operation situation of the Company and the prevailing market condition.

Save as disclosed above, there is no other information that needs to be brought to the attention of the Shareholders or disclosed pursuant to Rule 13.51(2) of the Listing Rules.

**(4) Mr Shi Weiguo, Non-Executive Director**

**Mr Shi Weiguo**, aged 41, a Senior Engineer, is a Non-Executive Director of the Company. He studied Applied Physics at Soochow University from 1988 to 1992 and obtained a degree in Bachelor of Science. Since 1992, he served as Technician in Suzhou Nuclear Power Research Institute under the Ministry of Power Industry. He served as Executive of Foreign Trade Branch of China Suzhou International Economic Technical Cooperation Corporation since 1995, and that of Deputy General Manager of Asian Pacific Engineering Branch and Manager of Fujian Branch since 2003, respectively, during which he completed a postgraduate class of National Economic Investment in Nanjing University. Since 2005, he served as Deputy General Manager



of Wan Yuan Industrial Company under the China Academy of Launch Vehicle Technology. From March 2007 to December 2007, he served as Deputy General Manager of CASIL Telecommunications Holdings Limited (now known as China Energin International (Holdings) Limited, stock code: 1185), the shares of which are listed on the Stock Exchange of Hong Kong Limited. He was a Deputy Director General of the Business Investment Department of China Aerospace Science & Technology Corporation since December 2007 and is currently that of the Director General since June 2010. Mr Shi has ample experience and ability in market development and operating management. He was appointed as a Non-Executive Director of the Company in July 2010.

Save as disclosed above, Mr Shi did not hold directorships in any other listed public companies in the last three years and is not connected with any other directors, senior management, substantial or controlling Shareholders of the Company and does not have any interests in the Shares within the meaning of Part XV of the SFO.

Mr Shi did not enter into any service contract with the Company but entered into an engagement letter with the Company pursuant to the latest Listing Rules, terms of which, *inter-alia*, have a fixed term of two years and is subject to the rotational retirement requirements under the Company's Articles of Association. Mr Shi is entitled to receive a director's fee of HK\$150,000 per annum and an annual remuneration to the member of audit committee of HK\$50,000, subject to the approval of the Shareholders at the Annual General Meeting. The amount of the director's fee is based on his previous experience, professional qualifications, the operation situation of the Company and the prevailing market condition.

Save as disclosed above, there is no other information that needs to be brought to the attention of the Shareholders or disclosed pursuant to Rule 13.51(2) of the Listing Rules.

**(5) Ms Leung Sau Fan, Sylvia, Independent Non-Executive Director**

**Ms Leung Sau Fan, Sylvia**, aged 48, is an Independent Non-Executive Director of the Company. Ms Leung holds a Bachelor's degree in Accountancy from City University of Hong Kong and a Bachelor of Laws degree from the University of London and is a chartered secretary. Ms Leung was an independent non-executive director of 21 Holdings Limited (stock code: 1003) and is currently an independent non-executive director of Poly (Hong Kong) Investment Limited (stock code: 119), the shares of both companies are listed on The Stock Exchange of Hong Kong Limited. She has around 20 years of experience in dealing with listing related and corporate finance areas. She was appointed as an Independent Non-Executive Director of the Company in March 2012.

Save as disclosed above, Ms Leung did not hold directorships in any other listed public companies in the last three years and is not connected with any other directors, senior management, substantial or controlling Shareholders of the Company and, save as holding a total of 130,000 shares in the Company, she does not have any other interest in and does not hold any short position in any share or underlying share in or any debenture of the Company or any of its associated companies within the meaning of Part XV of the Securities and Futures Ordinance.

Ms Leung did not enter into any service contract with the Company but entered into an engagement letter with the Company pursuant to the latest Listing Rules, terms of which, *inter-alia*, have a fixed term of two years and is subject to the rotational retirement requirements under the Company's Articles of Association. Ms Leung is entitled to receive a director's fee of HK\$150,000, a remuneration to the member of audit committee of HK\$50,000 and a remuneration to the member of remuneration committee of HK\$30,000 for the year of 2012 on a pro rata basis, subject to the approval of the Shareholders at the Annual General Meeting. The amount of the director's fee is based on her previous experience, professional qualifications, the operation situation of the Company and the prevailing market condition.

Save as disclosed above, there is no other information that needs to be brought to the attention of the Shareholders or disclosed pursuant to Rule 13.51(2) of the Listing Rules.



---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

Detailed amendments to the Memorandum and Articles of Association of the Company are set out below:

### 1. First Clause of the Memorandum of Association of the Company

First:- The name of the Company is “~~CONIC INVESTMENT COMPANY LIMITED~~ (康力投資有限公司)”“China Aerospace International Holdings Limited (中國航天國際控股有限公司)”\*.

\* The name of the Company was “Conic Investment Company Limited (康力投資有限公司)” upon its establishment and by a special resolution passed on 25th June 1993, the name of the Company was changed to “China Aerospace International Holdings Limited (航天科技國際集團有限公司)” and by a special resolution passed on 30th November 2007, the name of the Company was changed to “China Aerospace International Holdings Limited (中國航天國際控股有限公司)”.

### 2. Second Clause of the Memorandum of Association of the Company

Second:- The registered office of the Company will be situate in the Colony of Hong Kong Special Administrative Region of the People’s Republic of China.

### 3. Third Clause of the Memorandum of Association of the Company

Third:- The Company has the capacity and the rights, powers and privileges of a natural person and the objects of the Company are unrestricted. The objects for which the Company is established are:-

- ~~(1) To act as the holding and co-ordinating company of the group of companies of which the Company is for the time being the holding company.~~
- ~~(2) To acquire by purchase, lease, exchange or otherwise land, buildings and hereditaments of any tenure or description and any estate or interest therein and any rights over or connected with land and to sell, lease, exchange or otherwise deal with the same.~~
- ~~(3) To carry on all or any of the businesses usually carried on by land companies, land investment companies, land mortgage companies, and building estate companies in all their several branches.~~
- ~~(4) To purchase, take on lease, or in exchange, rent, hire, take options over or otherwise acquire land (with or without buildings thereon) in the Colony of Hong Kong and land (with or without buildings thereon) of any tenure outside the Colony; and any estate or interest in, and any rights connected with any such lands.~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

- (5) ~~To develop and turn to account any land acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up, and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangement of all kinds with builders, tenants and others.~~
- (6) ~~To construct, maintain, improve, develop, work, control, and manage any offices, houses, flats, blocks of flats or offices, hotels, clubs, restaurants, factories, works, godowns, places of amusement, stores, shops, dairies, roads and other works and conveniences which the Company may think directly or indirectly conducive to these objects, and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control, and management thereof.~~
- (7) ~~To manage any buildings, whether belonging to the Company or not, or let the same or any part thereof for any period and at such rent and on such conditions as the Company shall think fit: to collect the rent and income and to supply to tenants and occupiers and others, light, heat, air-conditioning, refreshments, attendants, messengers, waiting rooms, reading rooms, lavatories, laundry facilities, electric conveniences, garages, recreation facilities and other advantages which from time to time the Company shall consider desirable, or to provide for such management letting and advantages as aforesaid by employing any person, firm or company to carry out or to supply the same on such terms as the Company may think fit.~~
- (8) ~~To apply to any Tenancy Tribunal of Hong Kong for any purpose and in particular for a recommendation to the Governor to exclude any premises of the Company or premises which the Company is interested in from the further application of Part I of the Landlord and Tenant (Consolidation) Ordinance, to pay compensation to the tenants, sub-tenants or occupiers of such premises and to demolish and rebuild the same.~~
- (9) ~~To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities (including land of any tenure in any part of the world) and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities.~~
- (10) ~~To carry on business as financiers, capitalists, financial agents, underwriters (but not in respect of life, marine or fire insurance), concessionaires, brokers and merchants and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations.~~
- (11) ~~To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in, and convert stocks, shares, and securities of all kinds, and to enter into partnership, or into any arrangement for~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

~~sharing profits, union of interests, reciprocal concession or co-operation with any person, partnership or company, and to promote, and aid in promoting, constitute, form or organize any company, syndicate or partnership of any kind, for the purpose of acquiring and undertaking any property and liabilities of the Company, or of advancing, directly or indirectly, the objects thereof or for any other purpose which the Company may think expedient.~~

- ~~(12) To carry on the business of an investment company and for that purpose to acquire and hold, either in the name of the Company or in that of any nominee, shares, stocks, bonds, debentures, debenture stocks, notes, obligations and securities issued or guaranteed by any person or company, and to acquire and hold as aforesaid property of any other kind.~~
- ~~(13) To carry on the business of an investment trust company or any part or parts of the business usually carried on by such a company.~~
- ~~(14) To borrow or raise or secure the payment of money in such manner as the Company may think fit without limit as to amount and in particular but without the foregoing by the issue or deposit of notes, debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company both present and future including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person, firm or company of any obligation undertaken by the Company or any other person or company as the case may be.~~
- ~~(15) To guarantee or give indemnities or provide security and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums interest dividends and other moneys payable on or in respect of any securities or liabilities of, any person, firm or company including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.~~
- ~~(16) To vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.~~
- ~~(17) To promote any company or companies for the purpose of acquiring all or any of the property or liabilities of the Company or for any other purposes which may seem directly or indirectly calculated to benefit the Company and hold shares in any such company and to guarantee the payment of any debentures or other securities issued by any such company.~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

- (18) ~~To carry on all or any of the businesses of general merchants, traders, commission agents, importers, exporters, shippers and ship owners, refrigerators, charterers, forwarding agents, sales agents and sub-agents for manufacturers, agents and sub-agents for carriers, brokers and agents for brokers, purchasing agents, wharfingers, warehousemen, furnishers, tourist and travel agents, auctioneers, appraisers, valuers, surveyors, *del credere* agents, personal and promotional representatives, factors, shopkeepers, antique dealers, stevedores, packers, storers, fishermen and trawlers, saddlers, builders, building, engineering and general contractors, metallurgists, and undertakers of all kinds of works, enterprises or projects whatsoever.~~
- (19) ~~To import, export, buy, prepare, treat, manufacture, render marketable, sell, exchange, barter, pledge, charge, make advances on and otherwise deal in or turn to account produce, goods, materials, commodities, and merchandise generally in their prepared, manufactured or raw state and to undertake, carry on and execute all kinds of financial, commercial, trading, engineering and other manufacturing operations and all businesses wholesale or retail.~~
- (20) ~~To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits or for co-operation or for limiting competition or for mutual assistance with any such person, firm or company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.~~
- (21) ~~To apply for, register, purchase or by other means acquire and protect, prolong and renew, in any part of the world any patents, patent rights, *brevets d'invention*, licences, trade marks, designs, copyrights, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture undertake or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.~~
- (22) ~~To carry on business as proprietors and/or managers of hotels, motels, inns, lodging houses, apartment houses, restaurants, refreshment and tea rooms, cafes and milk and snack bars, nightclubs and clubs of all kinds, tavern, beer house, and lodging house keepers, licensed victuallers, wine, beer, and spirit merchants, brewers, maltsters, distillers, importers and manufacturers of aerated, mineral and artificial waters and other drinks, and as caterers and contractors in all their~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

~~respective branches and as managers and/or proprietors of theatres, cinemas, dance halls, concert halls, stadiums, billiard rooms, bowling centres and all places of entertainment and radio and television stations and studios.~~

- (23) ~~To carry on all or any of the businesses whether together or separately of proprietors, promoters, producers, organizers, and managers of all kinds of public entertainments, sports, recreation, competitions, and amusements whether indoor or outdoor and in connection therewith to purchase, lease, hire, construct, provide, operate, equip, furnish and fit out any necessary or convenient land, buildings, facilities, structures, apparatus, and equipment.~~
- (24) ~~To provide or procure the provision by others of every and any service need, want or requirement of any business nature required by any person, firm or company in or in connection with any business carried on by them.~~
- (25) ~~To carry on the business of manufacturers, producers, refiners, developers and dealers in all kinds of materials, chemicals, substances, commodities and products whether synthetic, natural or artificial, including in particular but without limitation to the foregoing, plastics, resins, textiles, fabrics, fibres, feather goods, leather, hair, rubber, balata and goods and articles made from the same and compounds, intermediates, derivatives and by products thereof, whether for wearing, attire, or personal or household use or ornament.~~
- (26) ~~To carry on business as timber merchants, sawmill proprietors, coopers, cask makers, joiners, carpenters, cabinet makers, and to buy, sell, prepare for market, import, export, and deal in timber and wood of all kinds, and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used.~~
- (27) ~~To carry on business as drapers and hosiers, fashion artists, dressagents, tailors, dressmakers, clothiers, milliners, spinners, weavers, hatters, gloves, boot and shoe manufacturers, embroiderers, hemstitchers, plaiters, pleaters, knitters, lacemakers, costumiers, furriers, pelmet makers, stencillers, painters, dyers, cleaners, washers, renovators, men's, women's and children's and school outfitters, naval, military, colonial, tropical and general outfitters, engineers, electricians, wood and metal workers, tanners, rope manufacturers, ironmongers, and hardware dealers, goldsmiths, silversmiths, watchmakers, and jewellers, fancy goods dealers, depository and repository proprietors, proprietors of transportation services for passengers, animals, mails, and goods, by air, sea, inland waterways and land, upholsterers, furniture dealers, money changers and any other business which may seem to the Company capable of being carried on in connection with the above and calculated directly or indirectly to enhance the value or render profitable any of the Company's property or rights.~~
- (28) ~~To carry on business as general chemists and druggists and to buy, sell, import, export, refine, prepare and otherwise deal in all kinds of pharmaceutical, medicinal, and chemical preparations, articles and compounds (whether of~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

animal, vegetable or mineral origin), toilet requisites, cosmetics, paints, pigments, oils and oleaginous and saponaceous substances, perfumes and all kinds of unguents and ingredients.

- (29) ~~To establish, maintain, and operate sea, air, and land transport enterprises (public and private) and all ancillary services and, for these purposes or as independent undertakings, to purchase, take in exchange, charter, hire, build, construct, own, work, manage, and otherwise trade with any kind of ship, vessel, aircraft, flying machine, vehicle, cycle, coach, wagon, or carriage (however powered), with all necessary and convenient equipment, engines, tackle, gear, furniture, fittings and stores or any shares or interests in ships, vessels, aircraft, flying machine, motor and other vehicle, cycle, carriage, coach or wagon, including shares, stocks or securities of companies possessed of or interested in any of the above modes of transport, and to maintain, repair, fit out, refit, improve, insure, alter, sell, exchange or let out on hire or hire purchase, or otherwise deal with and dispose of any ship, vessel, aircraft, flying machine, vehicle, cycle, carriage, coach, wagon, shares, stock, and securities, or any of the engines, tackle, gear, furniture, equipment, and stores of the Company.~~
- (30) ~~To establish and carry on in the Colony of Hong Kong and any other countries schools at or by means of which students in any manner whether by post, personal attendance or otherwise may obtain education and instruction and particularly in or with regard to but without being limited to architecture, architectural, mechanical, geometrical and other drawing and designing, surveying, mapping, bookkeeping, shorthand, speed-reading, type-writing and other secretarial training, civil, mechanical, electrical, marine and other engineering, building and other constructional work, heating and ventilation, electronics, chemistry, mining, metallurgy, geology, commerce, spinning, weaving and sign writing and painting, agriculture, horticulture, dairy and other farming, and stock and other breeding, forestry, professions ancillary to medicine, law, languages, mathematics, seamanship, navigation, geography and history, music, arts, elocution, journalism, games, sports, recreations, exercises and pastimes, economics, commerce, industry, and all other subjects whatsoever that may be included in a commercial, technical, scientific, classical or academic education, or may be conducive to knowledge of or skill in any trade, pursuit or calling and to provide for the giving and holding of lectures, scholarships, exhibitions, classes and meetings for the promotion or advancement of education.~~
- (31) ~~To provide a school or schools, lecture class or examination room or rooms, office or offices, board, lodging and attendance and all other necessaries and conveniences for or to students, teachers, lecturers, clerks, employees and officers instructed or employed temporarily or otherwise by the Company, and to afford them facilities for study, research, cultivation, teaching, performance of the tasks and duties allotted to them respectively.~~



---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

- (32) ~~To carry on all or any of the businesses of booksellers, book manufacturers, bookbinders, printers, publishers and proprietors of newspapers, magazines, books periodicals, tickets, programmes, brochures, promotional literature and other publications whatsoever of all description, machine, letterpress and copperplate printers, rollform and automatic printers, colour printers, lithographers, type founders, stereotypers, electrotypers, photographic printers, engravers, diesinkers, designers, draughtsmen, newsagents, pressagents, journalists, literary agents, stationers, manufacturers of and dealers in engravings, prints, pictures, and drawings, advertising agents and contractors, artists, sculptors, designers, decorators, illustrators, photographers and dealers in photographic supplies and equipment of all kinds, film makers, producers and distributors, publicity agents, display specialists and any other business which may seem to the Company capable of being carried on in connection with the above.~~
- (33) ~~To acquire, sell, own, lease, let out to hire, administer, manage, control, operate, construct, repair, alter, equip, furnish, fit out, decorate, improve and otherwise deal in works, buildings, and conveniences of all kinds which expression without prejudice to the generality of the foregoing shall include railways, tramways, docks, harbours, piers, wharves, canals, reservoirs, embankments, dams, irrigations, reclamations, sewage, drainage and sanitary works, water, gas, oil, motor, electrical, telephonic, telegraphic and power supply works.~~
- (34) ~~To buy, sell, manufacture, construct, repair, alter, convert, refit, salve, raise, fit out, rig out, scrap, let on hire and otherwise deal in timber, iron, steel, metal, glass, minerals, ores, machinery, rolling stock, plant, equipment, utensils, instruments, implements, tools, apparatus, appliances, materials, fuels, and products and commodities of all kinds and of whatever substance and for any purpose whatsoever.~~
- (35) ~~To carry on the trade or business of steel makers, steel converters, ironmasters, colliery proprietors, coke manufacturers, miners, smelters, millwrights, carpenters, joiners, boiler makers, plumbers, brass founders, building material suppliers and manufacturers, tinsplate manufacturers and iron founders in all their respective branches and to purchase, take on lease, or otherwise acquire any mines, wells, quarries, and metalliferous land and any interests therein and to explore, work, exercise, develop and otherwise turn to account the same; to crush, win, get, quarry, smelt, calcine, refine, dress, amalgamate, manipulate, and otherwise process and prepare for market ores, metals, precious stones, and mineral substances of all kinds and to carry on any other metallurgical operations which may seem conducive to the Company's objects.~~
- (36) ~~To act as business consultants and advisers and to employ experts to investigate and examine into the condition, prospects, value, character and circumstances of any business concerns and undertakings, and generally of any assets, property, or rights.~~

---

## APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

- ~~(37) To enter into partnership or into any arrangements for joint working in business or for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.~~
- ~~(38) To insure with any company or person against losses, damages, risks and liabilities of all kinds which may affect the Company and to act as agents and brokers for placing insurance risks of all kinds in all its branches.~~
- ~~(39) To appoint sales agents to sell any of the products of the Company and any goods, foods, stores, chattels and things for which the Company is agent or in any other way whatsoever interested or concerned in any part of the world.~~
- ~~(40) To lend and advance money or give credit to such persons, firms or companies and on such terms as may seem expedient, and to guarantee the performance of any contract or obligation and the payment of money of or by any persons, firms or companies, and generally to give guarantees and indemnities (except fire and marine insurance indemnities).~~
- ~~(41) To undertake and execute any trusts the undertaking whereof may seem desirable and also to undertake the office of executor, administrator, treasurer or registrar and to keep for any company, government, authority or body any register relating to any stocks, funds, shares or securities or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.~~
- ~~(42) To receive and hold for its own use, benefit on behalf or in trust or otherwise moneys and other property and estates, real, personal, and mixed, of whatever kind and nature and the same to invest, reinvest, manage, settle, control, sell and dispose of in any manner and to collect, manage, invest, reinvest, adjust and in any manner to dispose of the income, profits and interest arising therefrom upon such terms as may be agreed upon between the Company and the persons contracting with it.~~
- ~~(43) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instrument.~~
- ~~(44) To obtain any Order in Council, enactment or ordinance for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.~~
- ~~(45) To pay all expenses incidental to the formation or promotion of this or any other company and the conduct of its business and to remunerate any person or company for services rendered in underwriting, placing or assisting to underwrite or place, or guaranteeing the subscription or placing of any of the shares in or~~



~~debentures or other securities of the Company or in or about the promotion, formation or business of the Company or of any other company promoted wholly or in part by the Company.~~

- (46) ~~To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company, or is allied or associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and holding or who have held any salaried employment or office in the Company or such other company, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.~~
- (47) ~~To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges, licences, permits and/or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges, licences, permits and concessions.~~
- (48) ~~To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares or debentures, debenture stock, or other securities of any other company.~~
- (49) ~~To remunerate (in cash or by the issue of fully or partly paid shares or debentures of this or any other company or in any other manner as the Directors may think fit) any person or persons, whether Directors, officers or agents of the Company or not, for services rendered in the conduct of the Company's business or in placing or assisting to place any shares in the capital of, or any debentures, debenture stock or other securities of the Company or any other company formed or promoted by the Company or in which the Company may be interested or in or about the formation or promotion of the Company or any other company as aforesaid.~~

---

### APPENDIX 3 AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

---

- ~~(50) To do all or any of the above things in any part of the world and as principals, agents, contractors, or otherwise, and by or through agents, or otherwise, and either alone or in conjunction with others.~~
- ~~(51) To carry on business and maintain branches abroad in any part of the world for all or any of the purposes herein set forth.~~
- ~~(52) To procure the Company to be registered or recognised in any foreign country or place.~~
- ~~(53) To distribute any of the properties of the Company whether upon a distribution of assets or a division of profits among members in specie or otherwise.~~
- ~~(54) (a) To act as directors, accountants, secretaries and registrars of companies incorporated by law or societies or organisations (whether incorporated or not).~~
- ~~(b) To hold in trust as trustees or as nominees of any person or persons, company, corporation, or any charitable or other institution in any part of the world, whether incorporated or not, and to manage, deal with and turn to account, any real and personal property of any kind.~~
- ~~(c) To act as nominees, trustees or agents for the receiving, payment, loan, repayment, transmission, collection and investment of money, and for the purchase, sale, improvement, development and management of any real or personal property, including business concerns and undertakings, both in Hong Kong and abroad.~~
- ~~(55) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any of the above business or objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.~~

~~And it is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and wheresoever domiciled, and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.~~

**4. Article 2 of the Articles of Association of the Company**

(a) Insertion of the following new definitions:

<u>“electronic communication”</u>	<u>A communication sent by electronic transmission in any form through any medium;</u>
<u>“entitled person”</u>	<u>Words in Ordinance to bear same meaning in these Articles;</u>
<u>“relevant financial documents”</u>	<u>Words in Ordinance to bear same meaning in these Articles;</u>
<u>“summary financial report”</u>	<u>Words in Ordinance to bear same meaning in these Articles;</u>

(b) Insertion of the following new provision:

<u>References to execution, document and notice</u>	<u>References to a document being executed include references to its being executed under hand or under seal or, to the extent permitted by and in accordance with the Companies Ordinance and other applicable laws, rules and regulations, by electronic signature or by any other method. References to a document or notice, to the extent permitted by and in accordance with the applicable laws, rules and regulations, include references to any information in visible form whether having physical substance or not.</u>
-----------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(c) Amending the definitions of “the Company” or “this Company”, “Hong Kong”, “in writing” or “printing” and “Words in Ordinance to bear same meaning in Articles”:-

(i) the definition of “the Company” or “this Company”:

“the Company” or “this Company” shall mean China Aerospace International Holdings Limited (中國航天國際控股有限公司) (formerly known as “Conic Investment Company Limited (康力投資有限公司)\* and “China Aerospace International Holdings Limited (航天科技國際集團有限公司)”);

(ii) the definition of “Hong Kong”:

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China ~~and its dependencies;~~

- (iii) the definition of “writing” or “printing”:

“in writing”, “written” or “printing” shall include writing, printing, lithography, xerography, photography, ~~typewriting and every other mode of representing words or figures in a legible and non transitory form~~ or other modes of representing or reproducing words in a permanent visible form or, to the extent permitted by and in accordance with the Companies Ordinance and other applicable laws, rules and regulations, any visible substitute for writing (including an Electronic Communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form;

- (iv) the definition of “Words in Ordinance to bear same meaning in Articles”:

Subject as aforesaid, any words or expressions defined in the Ordinance in particular, expressions of “entitled person”, “relevant financial documents” and “summary financial report” (except any statutory modification thereof not in force when these Articles become binding on the Company) shall, if not inconsistent with the subject and/or context, bear the same meaning in these Articles, save that “company” shall where the context permits include any company incorporated in Hong Kong or elsewhere.

**5. Article 66 of the Articles of Association of the Company**

66. The Board may, whenever it thinks fit, convene an extraordinary general meeting, ~~and extraordinary general meetings shall also be convened on requisition, as provided by the Companies Ordinance, or, in default, may be convened by the requisitionists.~~

**6. Insertion of the following new Article 66A to the Articles of Association of the Company**

- 66A      (1) The Board shall, notwithstanding anything in these Articles, on the requisition of members of the Company holding at the date of the deposit of the requisition not less than one-twentieth of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company. For this purpose, if at any time there are not within Hong Kong sufficient Directors capable of acting to form a quorum, any Director of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.      Convening of extraordinary general meeting on requisition
- (2) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the Company (for the attention of the Chairman of the Board/the Secretary), and may consist of several documents in like form, each signed by one or more requisitionists.
- (3) If the Board does not within 21 days from the date of the deposit of the requisition proceed duly to convene an extraordinary general meeting for a day not more than 28 days after the date on which the notice convening the meeting is given, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months from the said date.
- (4) A meeting convened under this Article by the requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.

(5) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to convene a meeting shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to the Directors as were in default.

(6) For the purposes of this Article, the Board shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by Companies Ordinance.

**7. Article 102(E) of the Articles of Association of the Company**

(E) Where arrangements are under consideration concerning the appointment (including the arrangement or variation of the terms thereof, or the termination thereof) of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in such case each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (or the arrangement or variation of the terms thereof or the termination thereof) ~~and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director together with any of his associates own 5 per cent. or more (as defined in paragraph (I) of this Article).~~

**8. Article 102(H) of the Articles of Association of the Company**

(H) ~~Save as otherwise provided by these Articles~~ So long as the securities of the Company remain listed on the Stock Exchange, notwithstanding any provision to the contrary in these Articles, a Director shall not vote (nor be counted in the quorum) on any resolution of the Board approving any contract or arrangement or any other proposal in which he or any of his associates has a material interest, but this prohibition shall not apply to any of the following matters namely:

- (i) any contract or arrangement for the giving by the Company to such Director or his associate(s) any security or indemnity in respect of money lent or obligations incurred or undertaken by him or any of them at the request of or for the benefit of the Company or any of its subsidiaries;

- (ii) any contract or arrangement for the giving by the Company to a third party any security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries which the Director or his associate(s) has himself/themselves assumed responsibility in whole or in part and whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (iii) any contract or arrangement concerning an offer of the shares or debentures or other securities of or by the Company or any other company which the Company may promote or be interested in for subscription or purchase where the Director or his associate(s) is/are or is/are to be interested as a participant in the underwriting or sub-underwriting of the offer;
  - (iv) any contract or arrangement in which the Director or his associate(s) is/are interested in the same manner as other holders of shares or debentures or other securities of the Company by virtue of his/their interest in shares or debentures or other securities of the Company;
  - ~~(v) any contract or arrangement concerning any other company (not being a company in which the Director together with any of his associates in aggregate beneficially own 5 per cent. or more of the issued shares of any class of such company (or of any third company through which his interest or that of his associates is derived) or of the voting rights) in which the Director or his associate(s) is/are interested only, whether directly or indirectly as a shareholder or an officer or an executive or in which the Director or his associate(s) is/are beneficially interested in shares of that company;~~
  - (vi) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including the adoption, modification or operation of a pension fund or retirement, death or disability benefits scheme which relates both to Directors, his associate(s) and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director or his associate(s), as such any privilege or advantage not accorded to the class of persons to which such scheme or fund relates;
  - (vii) any proposal or arrangement concerning the benefit of employees of the Company or its subsidiaries including the adoption, modification or operation of any share scheme involving the issue or grant of options over shares or other securities by the Company to, or for the benefit of the employees of the Company or its subsidiaries under which the Director or his associate(s) may benefit.
9. by deleting Articles 102(I) and (J) and renumbering the existing Article 102(K) as the new Article 102(I) and the existing Article 102(L) as the new Article 102(J);

10. Article 167(B) of the Articles of Association of the Company

(B)	<p><del>Every balance sheet of the Company shall be signed pursuant to the provisions of</del> <u>Subject to Article 167(C),</u>  <del>a copy of the Relevant Financial Documents and/or a copy of the Summary Financial Report (if the Board has so resolved and the recipient has, in accordance with and if required by the Companies Ordinance and other applicable laws, rules and regulations, consented or is deemed to have consented to receiving the Summary Financial Report in place of the Relevant Financial Documents), and a printed copy of every balance sheet (including every document required by law to be annexed thereto) and profit and loss account which is to be laid before the Company at its annual general meeting, together with a printed copy of the Directors' report and a printed copy of the Auditors' report</del> shall, not less than twenty-one clear days before the date of the relevant general meeting, be delivered or sent by post to every member of, and every holder of debentures of, the Company and every person registered under Article 46 and every other person entitled to receive notices of general meetings of the Company, provided that this Article shall not require a printed copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures; the registered address of every Entitled Person and to the Auditors and the required number of copies of each of the Relevant Financial Documents and the Summary Financial Report, if published, shall at the same time be forwarded to the Stock Exchange.</p>	<p><del>Annual report of Directors and balance sheet</del>  <u>Relevant Financial Documents</u> to be sent to members</p>
-----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

11. Insertion of the following new Article 167(C) to the Articles of Association of the Company

(C) If so resolved by the Board, subject to the Company complying with the Companies Ordinance and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from any Entitled Person (a "Consenting Person") and/or for giving a Notice of Publication (as defined in Article 171) to any such Consenting Person, the Company may treat the publication of the Relevant Financial Documents and/or the Summary Financial Report (as the case may be) on the Company's computer network, to which such person may have access, throughout the period beginning not less than twenty-one



clear days before the relevant General Meeting, as discharging the Company's obligation to send to him a copy of such documents under Article 167(B).

**12. Article 171 of the Articles of Association of the Company**

171. (1) Subject to Article 171(2), any notice or document or other publication by the Company (including any "corporate communication" as defined in the Listing Rules) may be given or issued under these Articles shall be in writing, and may be served by the Company on any member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such member at his registered address as appearing in the register or by delivering or leaving it at such registered address as aforesaid or (in the case of a notice) by advertisement in English in an English language newspaper and in Chinese in a Chinese language newspaper. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the register and notice so given shall be sufficient notice to all joint holders.by the following means:

- (A) by serving it personally on the relevant person;
- (B) by sending it through the post in a prepaid envelope or wrapper addressed to a member at his registered address as appears in the Register (or in the case of other person, to such address as he may provide under Article 172);
- (C) by delivering or leaving it at such address as aforesaid;
- (D) by placing an advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper for such period as the Board may think fit;
- (E) if resolved by the Board, by sending or transmitting it as an Electronic Communication to the relevant person at such electronic address as he may provide under Article 172, subject to the Company complying with the applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;
- (F) if resolved by the Board, by publishing it on the Company's computer network to which the relevant person may have access, subject to the Company complying with the applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person stating that the notice, document or publication is available on the Company's computer network (a "Notice of Publication"); or

(G) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the applicable laws, rules and regulations.

(2) Any Notice of Publication may be given or issued by any of the means mentioned in Article 171(1), other than the means specified in paragraph (F) thereof.

**13. Article 172 of the Articles of Association of the Company**

172. ~~Any~~Every member whose registered address is outside Hong Kong may ~~notify the Company in writing of~~ and holder of debentures of the Company or a person who is entitled to receive notice from the Company under the provisions of the Companies Ordinance or these Articles shall register with the Company an address either in Hong Kong or elsewhere and/or an electronic address to which notices can be served upon him and if any such person shall fail to do so, notice may be served on such person by sending the same in any of the manners mentioned to his last known registered address or electronic address, or if there is none, a notice which for the purpose of service of notice shall be deemed to be his registered address. A member who does not notify the Company of an address in Hong Kong may notify the Company of an address outside Hong Kong and the Company may serve notices on him at such overseas address. ~~In the absence of notification by a member of an address in Hong Kong for the purpose of service of notices, such member shall be deemed to have received any notice which shall have been displayed at the registered office and shall have remained there for the space of twenty-four hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed.~~

**14. Article 173 of the Articles of Association of the Company**

173. ~~Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly prepaid (and in the case of an address outside Hong Kong where airmail service can be extended thereto, airmail postage prepaid), addressed and put into such post office and a certificate in writing signed by the Secretary or other person appointed by the Board that the envelope or wrapper containing the notice was so addressed and put into such post office shall be conclusive evidence thereof,~~ document or other publication (including any “corporate communication” as defined in the Listing Rules) given or issued by or on behalf of the Company:

- (A) if served by post, shall be deemed to have been served or delivered on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice, document or publication was properly addressed, prepaid and put into such post office and a certificate in writing signed by the Secretary or other officer of the Company that the envelope or wrapper containing the notice, document or publication was so addressed, prepaid and put into the post office shall be conclusive evidence thereof;
- (B) if sent or transmitted as an Electronic Communication, shall be deemed to have been served at the time when the notice, document or publication is transmitted electronically provided that no notification that the Electronic Communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender's control shall not invalidate the effectiveness of the notice, document or publication being served;
- (C) if published on the Company's computer network, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company's computer network to which the relevant person may have access or the day on which the Notice of Publication is deemed to have been served or delivered to such person under these Articles, whichever is later;
- (D) if served or delivered in person, shall be deemed to have been served or delivered at the time of personal service or delivery and in proving such service or delivery, a certificate in writing signed by the Secretary or other officer of the Company that the notice, document or publication was so served or delivered shall be conclusive evidence of the service or delivery; or
- (E) if published as an advertisement in a newspaper permitted under Article 171(1)(D), shall be deemed to have been served on the day on which the advertisement first so appears.

**15. Article 174 of the Articles of Association of the Company**

174. A notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a member by sending it ~~through the post in a prepaid letter, envelope or wrapper addressed~~ in such manner as provided in Article 171 to him by name, or by the title of the representative of the deceased, or trustee of the bankrupt, or by any like description, at the address (including electronic address), if any, within Hong Kong supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so

supplied) by giving the notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.”

**16. Article 175 of the Articles of Association of the Company**

175. Any person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which prior to his name and address (including electronic address) being entered on the register shall have been duly given to the person from whom he derives his title to such share.

**17. Article 176 of the Articles of Association of the Company**

176. Any notice or document delivered or sent ~~by post to, or left at the registered address of any member~~ to any member in such manner as provided in Article 171 in pursuance of these presents, shall notwithstanding that such member be then deceased or bankrupt and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his personal representatives and all persons (if any) jointly interested with him in any such shares.

**18. New Article 177A to the Articles of Association of the Company**

177A. Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to any “corporate communication” as defined in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language. Language version of corporate information



**CHINA AEROSPACE INTERNATIONAL HOLDINGS LIMITED**

**中國航天國際控股有限公司**

*(Incorporated in Hong Kong with limited liability)*

**(Stock code: 31)**

**NOTICE IS HEREBY GIVEN** that the Annual General Meeting of China Aerospace International Holdings Limited (the “Company”) will be held at The Salon One, First Floor, Harbour Grand Kowloon, 20 Tak Fung Street, Hung Hom, Kowloon, Hong Kong at 10:00 a.m. on Friday, 8 June 2012 for the following purposes:

1. To receive and adopt the Audited Accounts of the Company and the Reports of the Directors and the Auditors of the Company for the year ended 31 December 2011.
2. To approve the payment of a final dividend.
3. To consider the re-election of the retiring Directors and to approve the proposed Directors’ fee.
4. To consider the re-appointment of Messrs. Deloitte Touche Tohmatsu (德勤•關黃陳方會計師行) as the Auditors of the Company and to authorise the Board of Directors to fix their remuneration.

As special business, to consider and, if thought fit, passing the following resolutions as Ordinary Resolutions:

5. **“THAT:**
  - (i) subject to paragraph (iii) below, the exercise by the Directors of the Company during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with additional shares in the capital of the Company and to make or grant offers, agreements and options, including warrants to subscribe for shares, which might require the exercise of such powers be and is hereby generally and unconditionally approved;
  - (ii) the approval in paragraph (i) above shall be in addition to any other authorisation given to the Directors of the Company and shall authorise the Directors of the Company during the Relevant Period to make or grant offers, agreements and options, including warrants to subscribe for shares, which might require the exercise of such powers after the end of the Relevant Period;

---

## NOTICE OF ANNUAL GENERAL MEETING

---

(iii) the aggregate nominal amount of share capital allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the Directors of the Company pursuant to the approval in paragraph (i) above, otherwise than pursuant to a Rights Issue (as hereinafter defined) or on the exercise of any options granted under the share option scheme of the Company or on the exercise of the conversion rights attaching to any convertible notes of the Company, shall not exceed 20 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing this resolution, and the said approval shall be limited accordingly; and

(iv) for the purposes of this Resolution:

“Relevant Period” means the period from the passing of this Resolution until whichever is the earliest of:

- (a) the conclusion of the next annual general meeting of the Company;
- (b) the expiration of the period within which the next annual general meeting of the Company is required by the applicable laws or the Articles of Association of the Company to be held; and
- (c) the passing of an ordinary resolution of the Company in the general meeting revoking or varying the authority set out in this Resolution;

“Rights Issue” means an offer of shares open for a period fixed by the Directors of the Company to holders of shares whose names appear on the Register of Members of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusions or other arrangements as the Directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory applicable to the Company).”

6. **“THAT:**

- (i) subject to paragraph (ii) below, the exercise by the Directors of the Company during the Relevant Period (as hereinafter defined) of all powers of the Company to repurchase issued shares or any other rights to subscribe shares in the capital of the Company in each case on The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) or on any other stock exchange on which the securities of the Company may be listed and which is recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose, subject to and in accordance with all applicable laws and/or the requirements of the Stock Exchange or of any other stock exchange as amended from time to time, be and is hereby generally and unconditionally approved;

---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (ii) the aggregate nominal amount of share capital of the Company which are authorised to be repurchased by the Directors of the Company pursuant to the approval in paragraph (i) above during the Relevant Period shall not exceed 10 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing this Resolution and the said approval shall be limited accordingly; and
  - (iii) for the purposes of this Resolution:
    - “Relevant Period” means the period from the passing of this Resolution until whichever is the earliest of:
      - (a) the conclusion of the next annual general meeting of the Company;
      - (b) the expiration of the period within which the next annual general meeting of the Company is required by any applicable laws or the Articles of Association of the Company to be held; and
      - (c) the passing of an ordinary resolution of the Company in the general meeting revoking or varying the authority set out in this Resolution.”
7. “**THAT** conditional on the passing of the Resolution No. 6 set out in the notice of the annual general meeting at which this Resolution is considered, the general mandate granted to the Directors of the Company and for the time being in force to exercise the powers of the Company to allot, issue and deal with new shares pursuant to the Resolution No. 5 set out in the said notice be and is hereby extended by the addition to the aggregate nominal amount of the share capital of the Company which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors of the Company pursuant to such general mandate of an amount representing the aggregate nominal amount of the share capital of the Company repurchased by the Company under the authority granted pursuant to the said Resolution No. 6, provided that such extended amount shall not exceed 10 per cent. of the aggregate nominal amount of the share capital of the Company in issue as at the date of passing this Resolution.”



---

## NOTICE OF ANNUAL GENERAL MEETING

---

As special business, to consider and, if thought fit, passing the following resolutions as Special Resolution:

8. **“THAT** the Memorandum and Articles of Association of the Company be and are hereby amended in the following respects:

(a) by deleting the first, second and third object clauses of the Memorandum of Association and substituting therefore the following:

First:                   The name of the Company is China Aerospace International Holdings Limited (中國航天國際控股有限公司)\*.

\* The name of the Company was “Conic Investment Company Limited (康力投資有限公司)” upon its establishment and by a special resolution passed on 25th June 1993, the name of the Company was changed to “China Aerospace International Holdings Limited (航天科技國際集團有限公司)” and by a special resolution passed on 30th November 2007, the name of the Company was changed to “China Aerospace International Holdings Limited(中國航天國際控股有限公司)”.

Second:                The registered office of the Company will be situate in the Hong Kong Special Administrative Region of the People’s Republic of China.

Third:                 The Company has the capacity and the rights, powers and privileges of a natural person and the objects of the Company are unrestricted.

(b) by adding the following definitions in Article 2 immediately after the definition of “capital” and rearranging the definitions in Article 2 in alphabetical order:

“electronic communication”    A communication sent by electronic transmission in any form through any medium;

“entitled person”           Words in Ordinance to bear same meaning in these Articles;

“relevant financial documents”   Words in Ordinance to bear same meaning in these Articles;

“summary financial report”   Words in Ordinance to bear same meaning in these Articles;



---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (c) by deleting the definitions of “the Company”, “this Company”, “Hong Kong”, “writing” and “printing” in Article 2 and substituting therefor the following:

“the Company” or “this Company” shall mean China Aerospace International Holdings Limited (中國航天國際控股有限公司) (formerly known as “Conic Investment Company Limited (康力投資有限公司)” and “China Aerospace International Holdings Limited (航天科技國際集團有限公司)”);

“Hong Kong” shall mean the Hong Kong Special Administrative Region of the People’s Republic of China;

“in writing”, “written” and “printing” shall include writing, printing, lithography, xerography, photography or other modes of representing or reproducing words in a permanent visible form or, to the extent permitted by and in accordance with the Companies Ordinance and other applicable laws, rules and regulations, any visible substitute for writing (including an Electronic Communication), or modes of representing or reproducing words partly in one visible form and partly in another visible form”

- (d) by adding the words “in particular, expressions of “entitled person”, “relevant financial documents” and “summary financial report” immediately “Ordinance” in the first line under paragraph “Words in Ordinance to bear same meaning in Articles” in Article 2;
- (e) by adding the following paragraph with margin note to the end of Article 2:

References to execution, document and notice

References to a document being executed include references to its being executed under hand or under seal or, to the extent permitted by and in accordance with the Companies Ordinance and other applicable laws, rules and regulations, by electronic signature or by any other method. References to a document or notice, to the extent permitted by and in accordance with the applicable laws, rules and regulations, include references to any information in visible form whether having physical substance or not.

- (f) by deleting the content of Article 66 and substituting therefor the following:
66. The Board may, whenever it thinks fit, convene an extraordinary general meeting.

---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (g) by appending the following new Article 66A with margin note immediately after Article 66:

- 66A. (1) The Board shall, notwithstanding anything in these Articles, on the requisition of members of the Company holding at the date of the deposit of the requisition not less than one-twentieth of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company. For this purpose, if at any time there are not within Hong Kong sufficient Directors capable of acting to form a quorum, any Director of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board. Convening of extraordinary general meeting on requisition
- (2) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the Company (for the attention of the Chairman of the Board/the Secretary), and may consist of several documents in like form, each signed by one or more requisitionists.
- (3) If the Board does not within 21 days from the date of the deposit of the requisition proceed duly to convene an extraordinary general meeting for a day not more than 28 days after the date on which the notice convening the meeting is given, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months from the said date.
- (4) A meeting convened under this Article by the requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.

---

## NOTICE OF ANNUAL GENERAL MEETING

---

- (5) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to convene a meeting shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to the Directors as were in default.
  - (6) For the purposes of this Article, the Board shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by Companies Ordinance.
- (h) by deleting the words “and except (in the case of an office or place of profit with any such other company as aforesaid) where the other company is a company in which the Director together with any of his associates own 5 per cent. or more (as defined in paragraph (I) of this Article)” in the ninth line of Article 102(E);
- (i) by deleting the words “Save as otherwise provided by these Articles” in the first line of Article 102(H) and substituting therefor the words “So long as the securities of the Company remain listed on the Stock Exchange, notwithstanding any provision to the contrary in these Articles” and by deleting Article 102(H)(v) and renumbering the existing Article 102(H)(vi) as the new Article 102(H)(v) and the existing Article 102(H)(vii) as the new Article 102(H)(vi);
- (j) by deleting Articles 102(I) and (J) and renumbering the existing Article 102(K) as the new Article 102(I) and the existing Article 102(L) as the new Article 102(J);

---

## NOTICE OF ANNUAL GENERAL MEETING

---

(k) by deleting Article 167(B) with margin note and substituting therefor the following:

- (B) Subject to Article 167(C), a copy of the Relevant Financial Documents and/or a copy of the Summary Financial Report (if the Board has so resolved and the recipient has, in accordance with and if required by the Companies Ordinance and other applicable laws, rules and regulations, consented or is deemed to have consented to receiving the Summary Financial Report in place of the Relevant Financial Documents) shall, not less than twenty-one clear days before the date of the relevant general meeting, be delivered or sent by post to the registered address of every Entitled Person and to the Auditors and the required number of copies of each of the Relevant Financial Documents and the Summary Financial Report, if published, shall at the same time be forwarded to the Stock Exchange. Relevant Financial Documents to be sent to members
- (C) If so resolved by the Board, subject to the Company complying with the Companies Ordinance and any other applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from any Entitled Person (a “Consenting Person”) and/or for giving a Notice of Publication (as defined in Article 171) to any such Consenting Person, the Company may treat the publication of the Relevant Financial Documents and/or the Summary Financial Report (as the case may be) on the Company’s computer network, to which such person may have access, throughout the period beginning not less than twenty-one clear days before the relevant General Meeting, as discharging the Company’s obligation to send to him a copy of such documents under Article 167(B).

---

## NOTICE OF ANNUAL GENERAL MEETING

---

(l) by deleting the content of Article 171 and substituting therefor the following:

171. (1) Subject to Article 171(2), any notice, document or other publication by the Company (including any “corporate communication” as defined in the Listing Rules) may be given or issued by the following means:

(A) by serving it personally on the relevant person;

(B) by sending it through the post in a prepaid envelope or wrapper addressed to a member at his registered address as appears in the Register (or in the case of other person, to such address as he may provide under Article 172);

(C) by delivering or leaving it at such address as aforesaid;

(D) by placing an advertisement in English in at least one English language newspaper and in Chinese in at least one Chinese language newspaper for such period as the Board may think fit;

(E) if resolved by the Board, by sending or transmitting it as an Electronic Communication to the relevant person at such electronic address as he may provide under Article 172, subject to the Company complying with the applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person;

(F) if resolved by the Board, by publishing it on the Company’s computer network to which the relevant person may have access, subject to the Company complying with the applicable laws, rules and regulations from time to time in force with regard to any requirements for the obtaining of consent (or deemed consent) from such person and/or for giving notification to any such person stating that the notice, document or publication is available on the Company’s computer network (a “Notice of Publication”); or

(G) by sending or otherwise making it available to such person through such other means to the extent permitted by and in accordance with the applicable laws, rules and regulations.

(2) Any Notice of Publication may be given or issued by any of the means mentioned in Article 171(1), other than the means specified in paragraph (F) thereof.

---

## NOTICE OF ANNUAL GENERAL MEETING

---

(m) by deleting the content of Article 172 and substituting therefor the following:

172. Every member of and holder of debentures of the Company or a person who is entitled to receive notice from the Company under the provisions of the Companies Ordinance or these Articles shall register with the Company an address either in Hong Kong or elsewhere and/or an electronic address to which notices can be served upon him and if any such person shall fail to do so, notice may be served on such person by sending the same in any of the manners mentioned to his last known registered address or electronic address, or if there is none, a notice displayed at the registered office and shall have remained there for the space of twenty-four hours and such notice shall be deemed to have been received by such member on the day following that on which it shall have been first so displayed.

(n) by deleting the content of Article 173 and substituting therefor the following:

173. Any notice, document or other publication (including any “corporate communication” as defined in the Listing Rules) given or issued by or on behalf of the Company:

(A) if served by post, shall be deemed to have been served or delivered on the day following that on which the envelope or wrapper containing the same is put into a post office situated within Hong Kong and in proving such service or delivery it shall be sufficient to prove that the envelope or wrapper containing the notice, document or publication was properly addressed, prepaid and put into such post office and a certificate in writing signed by the Secretary or other officer of the Company that the envelope or wrapper containing the notice, document or publication was so addressed, prepaid and put into the post office shall be conclusive evidence thereof;

(B) if sent or transmitted as an Electronic Communication, shall be deemed to have been served at the time when the notice, document or publication is transmitted electronically provided that no notification that the Electronic Communication has not reached its recipient has been received by the sender, except that any failure in transmission beyond the sender’s control shall not invalidate the effectiveness of the notice, document or publication being served;

(C) if published on the Company’s computer network, shall be deemed to have been served on the day on which the notice, document or publication first so appears on the Company’s computer network to which the relevant person may have

---

## NOTICE OF ANNUAL GENERAL MEETING

---

access or the day on which the Notice of Publication is deemed to have been served or delivered to such person under these Articles, whichever is later;

(D) if served or delivered in person, shall be deemed to have been served or delivered at the time of personal service or delivery and in proving such service or delivery, a certificate in writing signed by the Secretary or other officer of the Company that the notice, document or publication was so served or delivered shall be conclusive evidence of the service or delivery; or

(E) if published as an advertisement in a newspaper permitted under Article 171(1)(D), shall be deemed to have been served on the day on which the advertisement first so appears.

(o) by deleting the words “through the post in a prepaid letter, envelope or wrapper addressed” in the third line of Article 174 and substituting therefor the words “in such manner as provided in Article 171”, and by adding immediately after the word “address” in the fifth line of Article 174 the words “(including electronic address)”;

(p) by adding immediately after the word “address” in the third line of Article 175 the words “(including electronic address)”;

(q) by deleting the words “by post to, or left at the registered address of any member” in the first line of Article 176 and substituting therefor the words “to any member in such manner as provided in Article 171”; and

(r) by adding immediately after Article 177 the following new Article 177A and margin note:

177A. Subject to any applicable laws, rules and regulations and the terms of these Articles, any notice, document or publication, including but not limited to any “corporate communication” as defined in the Listing Rules, may be given in the English language only, in the Chinese language only or in both the English language and the Chinese language.”

Language version of corporate information

9. Any other business.

By order of the Board  
**Chan Ka Kin, Ken**  
*Company Secretary*

Hong Kong, 25 April 2012



---

## NOTICE OF ANNUAL GENERAL MEETING

---

### Notes:

1. Any Shareholder entitled to attend and vote at the above meeting is entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a member of the Company.
2. To be valid, a form of proxy, together with 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 deposited at the Company's share registrar, Tricor Standard Limited of 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for the holding of the meeting or any adjourned meeting.
3. To ensure Shareholders the right to attend and vote at the Annual General Meeting and to qualify to receive the distribution of final dividend, the Register of Members of the Company will be closed and details of which are as follows:
  - (1) To ensure Shareholders the right to attend and vote at the Annual General Meeting:

Latest time for lodging transfers of shares and related documents for registration	:	4:30 p.m. on Tuesday, 5 June 2012
Closure of Register of Members	:	From Wednesday, 6 June 2012 to Friday, 8 June 2012 (both days inclusive)
Record Date	:	Friday, 8 June May 2012
  - (2) To ensure Shareholders the right to qualify for the distribution of final dividend:

Latest time for lodging transfers of shares and related documents for registration	:	4:30 p.m. on Wednesday, 13 June 2012
Closure of Register of Members	:	From Thursday, 14 June 2012 to Monday, 18 June May 2012 (both days inclusive)
Record Date	:	Monday, 18 June 2012
4. To ensure Shareholders the right to attend and vote at the Annual General Meeting and to qualify for the distribution of final dividend, all transfer forms accompanied by the relevant share certificates must be lodged with the Company's share registrar, Tricor Standard Limited of 26th Floor, Tesbury Centre, 28 Queen's Road East, Hong Kong for registration. Subject to approval by the Shareholders at the Annual General Meeting, dividend warrants are expected to be despatched to Shareholders by post on or around Thursday, 12 July 2012.