



**AviChina**  
AviChina Industry & Technology Company Limited  
中國航空科技工業股份有限公司

# 中國航空科技工業股份有限公司 AviChina Industry & Technology Company Limited\*

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

(Stock Code: 2357)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an extraordinary general meeting of AviChina Industry & Technology Company Limited ("Company") will be held at 9 a.m. on Monday, 19 December 2005 at Kang Ming Hotel, No. 18 Meishuguan Hou Jie, Dong Cheng Qu, Beijing, the People's Republic of China for the purpose of considering and passing the following resolutions as ordinary resolutions of the Company:

1. "THAT the supplemental agreement dated 26 August 2005 entered into between the Company and AVIC II (as defined in the Company's circular dated 2 November 2005 ("Circular")) in relation to certain amendments of the Mutual Supply Agreement (as defined in the Circular), a copy of which has been initiated by the Chairman and for the purposes of identification marked "A" be and is hereby approved, ratified and confirmed and any one director of the Company be and he is hereby authorized to do all such further acts and things and execute such further documents or supplemental agreements or deeds on behalf of the Company and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of the said supplemental agreement and to make and agree with such changes in the terms of the said supplemental agreement as he may in his discretion consider necessary, desirable and expedient and in the interest of the Company, that the continuing connected transactions under the Mutual Supply Agreement, which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps in respect of the Mutual Supply Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
2. "THAT the supplemental agreement dated 26 August 2005 entered into between the Company and AVIC II in relation to certain amendments of the Comprehensive Services Agreement (as defined in the Circular), a copy of which has been initiated by the Chairman and for the purposes of identification marked "B" be and is hereby approved, ratified and confirmed and any one director of the Company be and he is hereby authorized to do all such further acts and things and execute such further documents or supplemental agreements or deeds on behalf of the Company and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of the said supplemental agreement and to make and agree with such changes in the terms of the said supplemental agreement as he may in his discretion consider necessary, desirable and expedient and in the interest of the Company, that the continuing connected transactions under the Comprehensive Services Agreement, which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps in respect of the Comprehensive Services Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
3. "THAT the supplemental agreement dated 26 August 2005 entered into between the Company and AVIC II in relation to certain amendments of the Technology Cooperation Agreement (as defined in the Circular), a copy of which has been initiated by the Chairman and for the purposes of identification marked "C" be and is hereby approved, ratified and confirmed and any one director of the Company be and he is hereby authorized to do all such further acts and things and execute such further documents or supplemental agreements or deeds on behalf of the Company and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of the said supplemental agreement and to make and agree with such changes in the terms of the said supplemental agreement as he may in his discretion consider necessary, desirable and expedient and in the interest of the Company, that the continuing connected transactions under the Technology Cooperation Agreement, which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps in respect of the Technology Cooperation Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
4. "THAT the supplemental agreement dated 26 August 2005 entered into between the Company and AVIC II in relation to certain amendments of the Properties Leasing Agreement (as defined in the Circular), a copy of which has been initiated by the Chairman and for the purposes of identification marked "D" be and is hereby approved, ratified and confirmed and any one director of the Company be and he is hereby authorized to do all such further acts and things and execute such further documents or supplemental agreements or deeds on behalf of the Company and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of the said supplemental agreement and to make and agree with such changes in the terms of the said supplemental agreement as he may in his discretion consider necessary, desirable and expedient and in the interest of the Company, that the continuing connected transactions under the Properties Leasing Agreement, which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps in respect of the Properties Leasing Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
5. "THAT the supplemental agreement dated 26 August 2005 entered into between the Company and AVIC II in relation to certain amendments of the Internal CT Agreement (as defined in the Circular), a copy of which has been initiated by the Chairman and for the purposes of identification marked "E" be and is hereby approved, ratified and confirmed and any one director of the Company be and he is hereby authorized to do all such further acts and things and execute such further documents or supplemental agreements or deeds on behalf of the Company and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of the said supplemental agreement and to make and agree with such changes in the terms of the said supplemental agreement as he may in his discretion consider necessary, desirable and expedient and in the interest of the Company, that the continuing connected transactions under the Internal CT Agreement, which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps in respect of the Internal CT Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
6. "THAT the continuing connected transactions under the Land Use Rights Leasing Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Land Use Rights Leasing Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."

7. "THAT the continuing connected transactions under the Mitsubishi Technology Transfer Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Mitsubishi Technology Transfer Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
8. "THAT the continuing connected transactions under the Mitsubishi CKD Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Mitsubishi CKD Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
9. "THAT the continuing connected transactions under the Agusta Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Agusta Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
10. "THAT the continuing connected transactions under the Liana Licence Agreement, the New Series Automobile Licence Agreement and the K Series Engine Agreement (as such terms are defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Liana Licence Agreement, the New Series Automobile Licence Agreement and the K Series Engine Licence Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
11. "THAT the continuing connected transactions under the Mitsubishi Joint Development Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Mitsubishi Joint Development Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."
12. "THAT the continuing connected transactions under the Mitsubishi Hafei CKD Agreement (as defined in the Circular), which the Company expects to be conducted on normal commercial terms, be and are hereby generally approved and that the proposed annual Caps of the continuing connected transactions under the Mitsubishi CKD Agreement as set out in the Circular be and are hereby approved, ratified and confirmed."

By order of the Board  
**AviChina Industry & Technology Company Limited**  
**Yan Lingxi**  
Company Secretary

Hong Kong, 2 November 2005

### Notes:

1. Closure of register of members and eligibility to attend the extraordinary general meeting of the Company ("EGM")  
Pursuant to Article 38 of the Articles of Association of the Company, the H Share register of the Company will be closed between Friday, 18 November 2005 and Monday, 19 December 2005 (both days inclusive), during which no transfer of H Shares will be effected. Holders of the Company's H Shares and Domestic Shares whose names appear on the Company's Register of Members on Monday, 19 December 2005 are entitled to attend the EGM.  
In order to attend the EGM, holders of the Company's H Shares shall lodge all transfers together with the relevant share certificates to Computershare Hong Kong Investor Services Limited, the Company's H Shares Registrar, not later than 4:00 p.m. on Thursday, 17 November 2005 at Rooms 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.
2. Registration procedures for attending the EGM
  - a. The shareholder or its proxies shall produce his identification proof.
  - b. Holders of H Shares or Domestic Shares who wish to attend the EGM must complete the reply slip to confirm the attendance, and return the same to the correspondence address designated by the Company not later than 20 days before the date of the EGM, i.e. no later than 5 p.m. on Tuesday, 29 November 2005.
  - c. Shareholders may deliver the reply slip by post or facsimile to the correspondence address designated by the Company.
3. Proxies
  - a. Any shareholder who is entitled to attend and vote at the EGM is entitled to appoint one or more proxies to attend and vote on his behalf at the EGM. A proxy need not be a shareholder of the Company. Any shareholder who wishes to appoint a proxy should first review the form of proxy for use in the EGM.
  - b. For any shareholder who has appointed more than one proxy, such proxies shall only vote on a poll.
  - c. Any shareholder shall appoint its proxy in writing. The instrument appointing a proxy must be in writing signed under the hand of the appointor or his attorney duly authorized in writing. If the appointor is a legal person, the instrument shall be signed by its directors or attorney duly authorized with the seal of the legal person affixed. If the instrument is signed by an attorney of the appointor, the power of attorney authorizing that attorney to sign or other documents of authorization must be notarially certified. In order to be valid, the form of proxy, and a notarially certified copy of the power of attorney or other documents of authorization, where appropriate, must be delivered in the case of holders of domestic shares, to the correspondence address designated by the Company, and in the case of holders of H Shares, to Computershare Hong Kong Investor Services Limited at the address stated in note 1 above not less than 24 hours before the time for holding the EGM and return of a form of proxy will not preclude a shareholder from attending in person and voting at the EGM if he or she so wishes.
4. The EGM is expected to last for half a day. Shareholders attending the meeting are responsible for their own transportation and accommodation expenses.
 

Designated address of the Company:	P. O. Box 1655, Beijing, the PRC (Postal code: 100009)
Telephone No.:	86-10-64094835
Facsimile No.:	86-10-64094826
Attention:	Xu Bin
5. The ordinary resolutions will be voted by poll by the Independent Shareholders.

As at the date of this announcement, the board of the Company comprises executive directors Mr. Zhang Hongbiao and Mr. Wu Xiandong, and non-executive directors Mr. Liang Zhenhe, Mr. Song Jingang, Mr. Tan Ruisong, Mr. Wang Bin, Mr. Chen Huaqiu, Mr. Tian Min, Mr. Wang Yong, Mr. Maurice Savart as well as independent non-executive directors Dr. The Hon. Li Kwok-Po David, Mr. Guo Chongqing, Mr. Li Xianzong.

\* For identification purposes only.