



C.P. POKPHAND CO. LTD.

(Incorporated in Bermuda with limited liability)

(Stock Code: 43)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that a special general meeting of C.P. Pokphand Co. Ltd. will be held at 21st Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong on Thursday, 21st April, 2005 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions as ordinary resolutions of the Company:–

ORDINARY RESOLUTIONS

1. **“THAT:**

- (a) the agreement (the “Ningbo Oil Edible Oil Supply (1) Agreement”) dated 15th February, 2005 entered into between 寧波正大糧油實業有限公司 (Ningbo Chia Tai Cereal and Oil Industrial Co., Ltd.) (“Ningbo Oil”) and 西安易初蓮花連鎖超市有限公司 (Xian Lotus Supermarket Chain Store Co., Ltd.) (“Xian Lotus”), a copy of which is tabled at the meeting and marked “A” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of edible oil by Ningbo Oil to Xian Lotus on an ongoing basis and the terms of and the transactions contemplated under the Ningbo Oil Edible Oil Supply (1) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Ningbo Oil Edible Oil Supply (1) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$8,000,000, HK\$8,800,000 and HK\$9,680,000 be and are hereby approved; and

- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Ningbo Oil Edible Oil Supply (1) Agreement.”

2. **“THAT:**

- (a) the agreement (the “Ningbo Oil Edible Oil Supply (2) Agreement”) dated 15th February, 2005 entered into between 寧波正大糧油實業有限公司 (Ningbo Chia Tai Cereal and Oil Industrial Co., Ltd.) (“Ningbo Oil”) and 鄭州易初蓮花連鎖超市有限公司 (Zhengzhou Lotus Supermarket Chain Store Co., Ltd.) (“Zhengzhou Lotus”), a copy of which is tabled at the meeting and marked “B” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of edible oil by Ningbo Oil to Zhengzhou Lotus on an ongoing basis and the terms of and the transactions contemplated under the Ningbo Oil Edible Oil Supply (2) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Ningbo Oil Edible Oil Supply (2) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$8,000,000, HK\$8,800,000 and HK\$9,680,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Ningbo Oil Edible Oil Supply (2) Agreement.”

3. **“THAT:**

- (a) the agreement (the “Qingdao Chia Tai Chicken and Processed Meat Supply (1) Agreement”) dated 15th February, 2005 entered into between 青島正大有限公司 (Qingdao Chia Tai

Company Limited) (“Qingdao Chia Tai”) and 泰安易初蓮花連鎖超市有限公司 (Taian Lotus Supermarket Chain Store Co., Ltd.) (“Taian Lotus”), a copy of which is tabled at the meeting and marked “C” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of chicken and processed meat by Qingdao Chia Tai to Taian Lotus on an ongoing basis and the terms of and the transactions contemplated under the Qingdao Chia Tai Chicken and Processed Meat Supply (1) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;

- (b) the proposed caps in relation to the transactions under the Qingdao Chia Tai Chicken and Processed Meat Supply (1) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$8,000,000, HK\$8,800,000 and HK\$9,680,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Qingdao Chia Tai Chicken and Processed Meat Supply (1) Agreement.”

4. **“THAT:**

- (a) the agreement (the “Qingdao Chia Tai Chicken and Processed Meat Supply (2) Agreement”) dated 15th February, 2005 entered into between 青島正大有限公司 (Qingdao Chia Tai Company Limited) (“Qingdao Chia Tai”) and 鄭州易初蓮花連鎖超市有限公司 (Zhengzhou Lotus Supermarket Chain Store Co., Ltd.) (“Zhengzhou Lotus”), a copy of which is tabled at the meeting and marked “D” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of chicken and processed meat by Qingdao Chia Tai to Zhengzhou Lotus on an ongoing basis and the terms of and the transactions contemplated under the Qingdao Chia Tai Chicken and Processed Meat Supply (2) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;

- (b) the proposed caps in relation to the transactions under the Qingdao Chia Tai Chicken and Processed Meat Supply (2) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$3,000,000, HK\$3,300,000 and HK\$3,630,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Qingdao Chia Tai Chicken and Processed Meat Supply (2) Agreement.”

5. **“THAT:**

- (a) the agreement (the “Qingdao Chia Tai Chicken and Processed Meat Supply (3) Agreement”) dated 15th February, 2005 entered into between 青島正大有限公司 (Qingdao Chia Tai Company Limited) (“Qingdao Chia Tai”) and 濟南易初蓮花連鎖超市有限公司 (Jinan Lotus Supermarket Chain Store Co., Ltd.) (“Jinan Lotus”), a copy of which is tabled at the meeting and marked “E” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of chicken and processed meat by Qingdao Chia Tai to Jinan Lotus on an ongoing basis and the terms of and the transactions contemplated under the Qingdao Chia Tai Chicken and Processed Meat Supply (3) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Qingdao Chia Tai Chicken and Processed Meat Supply (3) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$3,000,000, HK\$3,300,000 and HK\$3,630,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to,

ancillary to or in connection with the matters contemplated in the Qingdao Chia Tai Chicken and Processed Meat Supply (3) Agreement.”

6. **“THAT:**

- (a) the agreement (the “Xianghe Chia Tai Duck and Processed Meat Supply (1) Agreement”) dated 15th February, 2005 entered into between 香河正大有限公司 (Xianghe Chia Tai Co., Ltd.) (“Xianghe Chia Tai”) and 北京易初蓮花連鎖超市有限公司 (Beijing Lotus Supermarket Chain Store Co., Ltd.) (“Beijing Lotus”), a copy of which is tabled at the meeting and marked “F” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of duck and processed meat by Xianghe Chia Tai to Beijing Lotus on an ongoing basis and the terms of and the transactions contemplated under the Xianghe Chia Tai Duck and Processed Meat Supply (1) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Xianghe Chia Tai Duck and Processed Meat Supply (1) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$6,000,000, HK\$6,600,000 and HK\$7,260,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Xianghe Chia Tai Duck and Processed Meat Supply (1) Agreement.”

7. **“THAT:**

- (a) the agreement (the “Xianghe Chia Tai Duck and Processed Meat Supply (2) Agreement”) dated 15th February, 2005 entered into between 香河正大有限公司 (Xianghe Chia Tai Co., Ltd.) (“Xianghe Chia Tai”) and 天津易初蓮花連鎖超市有限公司 (Tianjin Lotus Supermarket Chain Store Co., Ltd.) (“Tianjin Lotus”), a copy of which is tabled at the meeting and marked “G” and initialed by the chairman of

the meeting for identification purpose, in relation to the supply of duck and processed meat by Xianghe Chia Tai to Tianjin Lotus on an ongoing basis and the terms of and the transactions contemplated under the Xianghe Chia Tai Duck and Processed Meat Supply (2) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;

- (b) the proposed caps in relation to the transactions under the Xianghe Chia Tai Duck and Processed Meat Supply (2) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$3,000,000, HK\$3,300,000 and HK\$3,630,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Xianghe Chia Tai Duck and Processed Meat Supply (2) Agreement.”

8. **“THAT:**

- (a) the agreement (the “Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (1) Agreement”) dated 15th February, 2005 entered into between 陝西正大有限公司 (Shaanxi Chia Tai Company Limited) (“Shaanxi Chia Tai”) and 西安易初蓮花連鎖超市有限公司 (Xian Lotus Supermarket Chain Store Co., Ltd.) (“Xian Lotus”), a copy of which is tabled at the meeting and marked “H” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of eggs, chicken and processed meat by Shaanxi Chia Tai to Xian Lotus on an ongoing basis and the terms of and the transactions contemplated under the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (1) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (1) Agreement for each of the three years ending 31st December 2005, 2006 and 2007 being HK\$4,000,000,

HK\$4,400,000 and HK\$4,840,000 be and are hereby approved; and

- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (1) Agreement.”

9. **“THAT:**

- (a) the agreement (the “Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (2) Agreement”) dated 15th February, 2005 entered into between 陝西正大有限公司 (Shaanxi Chia Tai Company Limited) (“Shaanxi Chia Tai”) and 鄭州易初蓮花連鎖超市有限公司 (Zhengzhou Lotus Supermarket Chain Store Co., Ltd.) (“Zhengzhou Lotus”), a copy of which is tabled at the meeting and marked “I” and initialed by the chairman of the meeting for identification purpose, in relation to the supply of eggs, chicken and processed meat by Shaanxi Chia Tai to Zhengzhou Lotus on an ongoing basis and the terms of and the transactions contemplated under the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (2) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (2) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$4,000,000, HK\$4,400,000 and HK\$4,840,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated

in the Shaanxi Chia Tai Eggs, Chicken and Processed Meat Supply (2) Agreement.”

10. **“THAT:**

- (a) the agreement (the “Shanghai Lotus Edible Oil Purchase Agreement”) dated 15th February, 2005 entered into between 寧波正大糧油實業有限公司 (Ningbo Chia Tai Cereal and Oil Industrial Co., Ltd.) (“Ningbo Chia Tai”) and 上海易初蓮花連鎖超市有限公司 (Shanghai Lotus Supermarket Chain Store Co., Ltd.) (“Shanghai Lotus”), a copy of which is tabled at the meeting and marked “J” and initialed by the chairman of the meeting for identification purpose, in relation to the purchase of edible oil by Shanghai Lotus from Ningbo Oil on an ongoing basis and the terms of and the transactions contemplated under the Shanghai Lotus Edible Oil Purchase Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Shanghai Lotus Edible Oil Purchase Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$180,000,000, HK\$198,000,000 and HK\$217,800,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Shanghai Lotus Edible Oil Purchase Agreement.”

11. **“THAT:**

- (a) the agreement (the “Shanghai Lotus Chicken and Processed Meat Purchase (1) Agreement”) dated 15th February, 2005 entered into between 青島正大有限公司 (Qingdao Chia Tai Company Limited) (“Qingdao Chia Tai”) and 上海易初蓮花連鎖超市有限公司 (Shanghai Lotus Supermarket Chain Store Co., Ltd.) (“Shanghai Lotus”), a copy of which is tabled at the meeting and marked “K” and initialed by the chairman of the meeting for identification purpose, in relation to the purchase of chicken and processed meat by Shanghai Lotus from Qingdao Chia Tai on an ongoing basis and the terms of

and the transactions contemplated under the Shanghai Lotus Chicken and Processed Meat Purchase (1) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;

- (b) the proposed caps in relation to the transactions under the Shanghai Lotus Chicken and Processed Meat Purchase (1) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$140,000,000, HK\$154,000,000 and HK\$169,400,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Shanghai Lotus Chicken and Processed Meat Purchase (1) Agreement.”

12. **“THAT:**

- (a) the agreement (the “Shanghai Lotus Chicken and Processed Meat Purchase (2) Agreement”) dated 15th February, 2005 entered into between 正大食品企業(上海)有限公司 (Chia Tai Food Product (Shanghai) Co., Ltd.) (“Chia Tai Food”) and 上海易初蓮花連鎖超市有限公司 (Shanghai Lotus Supermarket Chain Store Co., Ltd.) (“Shanghai Lotus”), a copy of which is tabled at the meeting and marked “L” and initialed by the chairman of the meeting for identification purpose, in relation to the purchase of chicken and processed meat by Shanghai Lotus from Chia Tai Food on an ongoing basis and the terms of and the transactions contemplated under the Shanghai Lotus Chicken and Processed Meat Purchase (2) Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Shanghai Lotus Chicken and Processed Meat Purchase (2) Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$25,000,000, HK\$27,500,000 and HK\$30,250,000 be and are hereby approved; and

- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Shanghai Lotus Chicken and Processed Meat Purchase (2) Agreement.”

13. **“THAT:**

- (a) the agreement (the “Shanghai Lotus Duck and Processed Meat Purchase Agreement”) dated 15th February, 2005 entered into between 香河正大有限公司 (Xianghe Chia Tai Co., Ltd.) (“Xianghe Chia Tai”) and 上海易初蓮花連鎖超市有限公司 (Shanghai Lotus Supermarket Chain Store Co., Ltd.) (“Shanghai Lotus”), a copy of which is tabled at the meeting and marked “M” and initialed by the chairman of the meeting for identification purpose, in relation to the purchase of duck and processed meat by Shanghai Lotus from Xianghe Chia Tai on an ongoing basis and the terms of and the transactions contemplated under the Shanghai Lotus Duck and Processed Meat Purchase Agreement and the implementation thereof be and are hereby approved, ratified and confirmed;
- (b) the proposed caps in relation to the transactions under the Shanghai Lotus Duck and Processed Meat Purchase Agreement for each of the three years ending 31st December, 2005, 2006 and 2007 being HK\$2,000,000, HK\$2,200,000 and HK\$2,420,000 be and are hereby approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is/are hereby authorised for and on behalf of the Company and/or its subsidiaries to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Shanghai Lotus Duck and Processed Meat Purchase Agreement.”

By Order of the Board
Choi Yi Mei
Company Secretary

Hong Kong, 29th March, 2005

Notes:–

1. A form of proxy for use at the meeting is being despatched to the shareholders of the Company together with a copy of this notice.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of any officer, attorney or other person authorized to sign the same.
3. Any shareholder entitled to attend and vote at the meeting convened by the above notice shall be entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a shareholder of the Company.
4. In order to be valid, the 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 such power of attorney or authority, must be deposited at the Company's Registrar in Hong Kong at Computershare Hong Kong Investor Services Limited, at 46th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof.
5. Completion and deposit of the form of proxy will not preclude a shareholder of the Company from attending and voting in person at the meeting convened or any adjourned meeting and in such event, the form of proxy will be deemed to be revoked.
6. Where there are joint holders of any share of the Company, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she were solely entitled thereto, but if more than one of such joint holders are present at the meeting, the most senior shall alone be entitled to vote, whether in person or by proxy. For this purpose, seniority shall be determined by the order in which the names stand on the register of members of the Company in respect of the joint holding.
7. Pursuant to the existing Bye-law 59 of the Company, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded (i) by the chairman of the meeting; or (ii) by at least three shareholders of the Company present in person or by proxy and entitled to vote; or (iii) by any shareholder or shareholders of the Company present in person or by proxy and representing in aggregate not less than one-tenth of the total voting rights of all shareholders of the Company having the right to attend and vote at the meeting; or (iv) by a shareholder or shareholders of the Company present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

Please also refer to the published version of this announcement in *The Standard*.

