THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Blue Sky Power Holdings Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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Blue Sky Power Holdings Limited

藍天威力控股有限公司

(Incorporated in Bermuda with limited liability)

(Hong Kong Stock Code: 6828)
(Singapore Stock Code: UQ7)

CONTINUING CONNECTED TRANSACTIONS

Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders

Donvex 富域資本
Donvex Capital Limited
富域資本有限公司

A notice convening the special general meeting of the Company to be held at Level 9, Central Building, 1–3 Pedder Street, Central, Hong Kong at 11:00 a.m. on Wednesday, 8 February 2017 is set out on pages 37 to 39 of this circular. The special general meeting is to be held to approve matters referred to in this circular.

Whether or not you are able to attend the meeting, you are requested to complete and return the accompanying form of proxy in accordance with the instructions printed thereon and deposit the same as soon as possible and in any event not later than 48 hours before the time of the meeting or any adjournment thereof to the Company's Hong Kong branch share registrar and transfer office, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong (for Hong Kong shareholders) or the office of the Company's Singapore share transfer agent, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623 (for Singapore shareholders). Completion and return of the form of proxy will not preclude you from attending and voting at the meeting or any adjournment thereof should you so wish.

18 January 2017

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In this circular, the following expressions shall have the following meanings unless the context requires otherwise:

"Anhui Power Energy"	安徽正威力能源有限公司 (Anhui Power Energy Company Limited*), a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"Annual Caps"	the proposed maximum aggregate annual value for the CCT contemplated under the Master Agreement
"Beijing Gas"	Beijing Gas Company Limited, a company incorporated in Hong Kong with limited liability and a substantial shareholder (as defined under the Listing Rules) of the Company
"Beijing Luyuanda"	北京燃氣綠源達清潔燃料有限公司 (Beijing Gas Lu Yuan Da Clean Fuel Company Limited*), a company established in the PRC with limited liability, an associate (as defined under the Listing Rules) of Beijing Gas
"Bermuda Companies Act"	the Companies Act 1981 of Bermuda, as amended, supplemented or modified from time to time
"BGGCL"	北京市燃氣集團有限責任公司 (Beijing Gas Group Co., Ltd.*), a company established in the PRC with limited liability, an associate (as defined under the Listing Rules) of Beijing Gas
"Board"	the board of Directors
"Business Day(s)"	a day on which Hong Kong licensed banks are open for business in the ordinary course, other than (i) Saturdays, Sundays and public holidays; or (ii) a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.
"Bye-laws"	the bye-laws of the Company, as amended from time to time
"CCT"	the transactions to be entered into between Anhui Power Energy and Beijing Luyuanda on an ongoing basis pursuant to the Master Agreement
"CDP"	the Central Depository (Pte) Limited, a wholly-owned subsidiary of the Singapore Exchange Limited

"Company"	Blue Sky Power Holdings Limited, a company incorporated in Bermuda with limited liability, the issued Shares of which are listed on the Main Board of the Stock Exchange (Stock Code 6828) and secondary listed on the Singapore Exchange Securities Trading Limited (Stock Code: UQ7)
"connected person"	has the same meaning as ascribed to it under the Listing Rules
"Depositor", "Depository", "Depository Register"	has the meaning ascribed to it in section 81SF of the Securitiesand Futures Act (Cap. 289) of Singapore
"Director(s)"	the director(s) of the Company
"Donvex Capital" or "Independent Financial Adviser"	Donvex Capital Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under SFO, the independent financial adviser to the Independent Board Committee and the Independent Shareholders in relation to the Master Agreement and the transactions contemplated thereunder
"Group"	the Company and its subsidiaries
"Hong Kong"	Hong Kong Special Administrative Region of the People's Republic of China
"Independent Board Committee"	the independent board committee of the Company comprising all the independent non-executive Directors namely, Mr. Lim Siang Kai, Mr. Wee Piew and Mr. Ma Arthur On-hing, formed for the purpose of advising the Independent Shareholders in respect of the Master Agreement and the transactions contemplated thereunder
"Independent Shareholders"	Shareholders other than Beijing Gas and its associate(s) (as defined under the Listing Rules), who are not involved in or interested in the Master Agreement and the transactions contemplated thereunder
"Independent Third Party(ies)"	the independent third party(ies) who is/are, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, independent of and not connected with the Company and the connected person(s) (as defined in the Listing Rules) of the Company
"Latest Practicable Date"	13 January 2017, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained in this circular

"Listing Rules"	the Rules governing the Listing of Securities on The Stock Exchange
"LNG"	liquefied natural gas
"Master Agreement"	the agreement dated 21 November 2016 between Anhui Power Energy and Beijing Luyuanda, pursuant to which Anhui Power Energy agrees to sell and Beijing Luyuanda agrees to purchase LNG for a term of 3 years commencing from 1 January 2017 to 31 December 2019 together with the respective safety agreement in relation to the sale and purchase of LNG
"PRC"	the People's Republic of China, and for the purpose of this circular excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
"SFO"	Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)
"SGM"	the special general meeting of the Company to be convened for the purpose of considering and, if thought fit, approving the Master Agreement, the Annual Caps and the transaction contemplated thereunder
"Share(s)"	ordinary share(s) of HK$0.055 each in the issued share capital of the Company
"Shareholder(s)"	holder(s) of the Shares
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong
"RMB"	Renminbi, the lawful currency of the PRC
"%"	per cent.

* *The English translation of Chinese names or words in this circular, where indicated, are included for information purposes only, and should not be regarded as the official English translation of such Chinese names or words.*

For the purpose of this circular, translations of Renminbi into Hong Kong dollars or vice versa have been calculated by using an exchange rate of RMB1.00 = HK$1.15. Such exchange rate has been used, where applicable, for the purpose of illustration only and does not constitute a representation that any amounts were, may have been or will be exchanged at such rate or any other rates or at all.

Any reference to a time of day and date shall be a reference to Hong Kong time and date unless otherwise stated. Any discrepancies in the table included in this circular between the amounts listed and the totals shown thereof are due to rounding. Accordingly, figures shown as totals in this circular may not be an arithmetic aggregation of the figures that precede them.

In the event of any inconsistency, the English text of this circular shall prevail over the Chinese text.

Blue Sky Power Holdings Limited
藍天威力控股有限公司

(Incorporated in Bermuda with limited liability)

(Hong Kong Stock Code: 6828)
(Singapore Stock Code: UQ7)

Executive Directors:
Mr. Cheng Ming Kit
Mr. Sze Chun Lee
Mr. Hung Tao
Mr. Hu Xiaoming
Mr. Tam Man Kin

Non-executive Directors:
Mr. Zhi Xiaoye

Independent Non-executive Directors:
Mr. Lim Siang Kai
Mr. Wee Piew
Mr. Ma Arthur On-hing

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

Principal place of business in Hong Kong:
Room 1411, 14/F
New World Tower I
16–18 Queen's Road Central
Hong Kong

18 January 2017

To the Shareholders

Dear Sir or Madam,

CONTINUING CONNECTED TRANSACTIONS

1. INTRODUCTION

The Board refers to the announcement of the Company dated 21 November 2016. On 21 November 2016 (after trading hours), Anhui Power Energy, an indirect wholly-owned subsidiary of the Company, entered into the Master Agreement with Beijing Luyuanda, pursuant to which Anhui Power Energy conditionally agrees to sell and Beijing Luyuanda conditionally agrees to purchase LNG for a term of three years from 1 January 2017 to 31 December 2019 (both days inclusive).

The purpose of this circular is to provide you with information regarding resolution to be proposed at the SGM among other things, (i) details of the CCT; (ii) the recommendation from the Independent Board Committee to the Independent

Shareholders in respect of the CCT; (iii) the recommendation from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in respect of the CCT; (iv) a notice of the SGM; and (v) other information as required by the Listing Rules.

2. THE MASTER AGREEMENT

The principal terms of the Master Agreement are as follows:

Date : 21 November 2016 (after trading hours)

Parties : (1) Anhui Power Energy, an indirect wholly-owned subsidiary of the Company; and

(2) Beijing Luyuanda, an associate (as defined under the Listing Rules) of Beijing Gas, a substantial Shareholder (as defined under the Listing Rules). Beijing Luyuanda is therefore a connected person of the Company under the Listing Rules.

Term

Pursuant to the Master Agreement and subject to the approval by the Independent Shareholders, Anhui Power Energy agrees to sell, non-exclusively, and Beijing Luyuanda agrees to purchase LNG for a term of three years from 1 January 2017 to 31 December 2019 (both days inclusive). The selling price of LNG as set out under the paragraph headed "Basis of Pricing" in this circular.

Condition Precedent

The Master Agreement is conditional upon the fulfilment of the following conditions:

1. Anhui Power Energy has obtained all necessary approvals internally required for the Master Agreement and the transactions contemplated thereunder.

2. The Company has obtained the approval from the Independent Shareholders at the SGM in accordance with the bye-laws of the Company and the Listing Rules.

3. Anhui Power Energy and Beijing Luyuanda have executed the safety agreement in relation to the sale and purchase of LNG.

Basis of Pricing

The selling price of LNG shall be agreed by both Anhui Power Energy and Beijing Luyuanda by written confirmations for each order. Before confirming the selling price of LNG with Beijing Luyuanda, Anhui Power Energy would consider the selling price of LNG to be paid by Anhui Power Energy to its suppliers, the costs to be incurred by Anhui Power Energy and the target profit to be received by Anhui Power Energy.

The pricing for the sale and purchase of LNG under the Master Agreement, are determined by arm's length negotiations based on normal commercial terms and be based on the following principles:

1. The market price of LNG in the PRC;

2. The selling price to Beijing Luyuanda shall not be lower than the selling price to the Independent Third Parties in the market;

3. The selling price may be adjusted under the following circumstances:

   (i) the LNG producer or supplier of Anhui Power Energy adjusts its selling price;

   (ii) new governmental policy in relation to the selling price of LNG is implemented; and

   (iii) the delivery cost of the Anhui Power Energy has been increased due to the change of the fuel price.

Price adjustment

With reference to the adjustment principles as set out under the paragraph headed "Basis of Pricing" above, the sale price of LNG will be adjusted if any of the following events occurs:

(a) any implementation of pricing policy of LNG by the government of PRC and the pricing adjustment by the suppliers, Anhui Power Energy may adjust the sale price of LNG to such extent affected by the said events; and

(b) any national adjustment of the fuel price or administrative fee for logistic industry which affects the logistic cost of Anhui Power Energy such that the contracted LNG price would be adjusted by more than RMB300 per ton.

If any of the above events occurs, Anhui Power Energy shall notify Beijing Luyuanda in writing in advance for the proposed adjustment of the sale price of LNG. Upon the confirmation made by Beijing Luyuanda, the new sale price of LNG will be implemented. If Beijing Luyuanda does not agree with the proposed adjustment by Anhui Power Energy, Beijing Luyuanda shall be entitled to reduce the purchase volume or terminate the Master Agreement.

Further, the commencement date of implementing the adjusted sale price of LNG, if confirmed by Beijing Luyuanda, shall be in line with the effective date of the enforcement of the relevant governmental pricing policy of LNG or logistics, whichever applicable.

Anhui Power Energy negotiates the selling price with the LNG producers or suppliers from time to time. The selling prices offered by the LNG producer or supplier usually follow the market price, which also referred to the price quotations available

on ICIS (which its full name is "**Independent Chemical Information Service**"). According to the company profile of ICIS stated on its website, ICIS is a petrochemical market information provider with over 30 years' experience in providing pricing information, news, analysis and consulting to buyers, sellers and analysts.

Anhui Power Energy conducts LNG trading business and there is no government policy in place in relation to the price ceiling of LNG. However, as the LNG trading business is highly competitive and market-driven, any implementation of governmental policy in LNG price would become a factor directly or indirectly affecting the selling price of LNG by the competitor of Anhui Power Energy which in turn will affect the selling price of LNG offered by Anhui Power Energy to all customers including Beijing Luyuanda.

The supply of LNG by Anhui Power Energy will be subject to prepayment for LNG made by Beijing Luyuanda pursuant to the Master Agreement. The actual settlement amount shall be based on the actual sale and purchase amount of LNG between the parties to the Master Agreement. According to the terms and conditions of the Master Agreement, Anhui Power Energy will deliver the LNG ordered by Beijing Luyuanda after it receives the prepayment. It is the market practice that prepayment is to be received before delivery of the ordered LNG. The parties would settle the account on the twentieth day of each month. If the ordered quantity of LNG was subsequently changed, the excess amount received by Anhui Power Energy by way of prepayment will be returned to Beijing Luyuanda, and vice versa.

Proposed Annual Caps

The Annual Caps for the Master Agreement for the years ending 31 December 2017, 2018 and 2019 is set out as follows:

	For the year ending 31 December 2017	**For the year ending 31 December 2018**	**For the year ending 31 December 2019**
Annual Caps	RMB150,000,000	RMB165,000,000	RMB180,000,000

The Annual Caps for the three years ending 31 December 2017, 2018 and 2019 are determined based on the followings:

1. the estimated usage of the LNG by Beijing Luyuanda; and

2. the current market price of the LNG of approximately RMB3,000 per ton.

As negotiation with Beijing Luyuanda, its estimated usage of the LNG for the three years ending 31 December 2019 will be 50,000 tons, 55,000 tons and 60,000 tons, respectively.

The actual settlement amount shall be based on the actual sale and purchase amount of LNG between parties.

Should the actual annual purchase amount exceed the above proposed annual cap, the Company will revise the annual cap in compliance with the relevant requirements under Chapter 14A of the Listing Rules.

Internal Control Procedure

Before the Company supplies any LNG to any customers, the sales department of the Company will consider (i) the prevailing prices (including the cost, insurance and freight) sourced from the market information providers; and (ii) the production capacity of the suppliers. The sales department of the Company will then calculate its costs, acceptable profit margin and quantity to be ordered by customer for determining the selling price of LNG which will be checked and confirmed by the finance department and the general manager before submitting its preliminary quotation to such customer. If such customer accepts the selling price offered by the Company, both parties will sign a confirmation letter and the Company will issue a delivery order to the customer.

Such internal control procedure is applied to all customers and can ensure that the sale price of LNG to Beijing Luyuanda at any material time will be no less favourable to the Company than the sale price of LNG offered to other customers, who are independent third parties ordering at the same time and of similar order quantities.

The Company does not have any on-going transaction with Beijing Luyuanda. Further, as part of the internal control of the Company, the Company does not intend to commence any transactions under the Master Agreement with Beijing Luyuanda unless the approval has been obtained from the Independent Shareholders as to, among other things, the Master Agreement, the Annual Caps and the transactions contemplated thereunder respectively.

3. REASONS FOR AND THE BENEFITS OF ENTERING INTO THE MASTER AGREEMENT

The Group is principally engaged in (i) sales of natural gas and other related products; and (ii) sales of books and specialised products.

Anhui Power Energy is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, and principally engaged in the sales of natural gas and other related products.

As advised by Beijing Luyuanda, Beijing Luyuanda is a company established in the PRC with limited liability, and principally engaged in, among other things, the operation of vehicle gas stations (oil and gas mixture) business and sale of LNG.

The Master Agreement between Anhui Power Energy and Beijing Luyuanda was entered into by Anhui Power Energy in the ordinary and usual course of business of the Group. The sale of LNG by Anhui Power Energy to Beijing Luyuanda will strengthen the existing business of the Group in the sales of natural gas and increase the revenue of the Group.

The Directors (including the independent non-executive Directors who have considered the advice of the Independent Financial Adviser) consider that the Annual Caps have been determined on an arm's length basis and the Master Agreement was entered into on normal commercial terms in the ordinary and usual course of business of the Company after arm's length negotiation, and the terms are fair and reasonable, and in the interests of the Company and the Shareholders as a whole.

4. LISTING RULES IMPLICATIONS

As at the Latest Practicable Date, Beijing Gas, a substantial shareholder (as defined under the Listing Rules) of the Company holding 2,644,444,443 Shares, representing approximately 27.39% of the issued share capital of the Company, was indirectly wholly-owned by BGGCL. BGGCL holds the entire equity interest of Beijing Luyuanda. Therefore, Beijing Luyuanda is an associate (as defined under the Listing Rules) of Beijing Gas and a connected person of the Company under the Listing Rules. Accordingly, the transactions contemplated under Master Agreement constitute continuing connected transactions of the Company under Rule 14A.31 of the Listing Rules.

As the applicable percentage ratios exceed 5% and the transactions amount under the Master Agreement exceeds HK$10,000,000, the CCT constitutes non-exempt continuing connected transactions for the Company and are subject to reporting, annual review, announcement and Independent Shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules. Beijing Luyuanda and its associate(s) (as defined under the Listing Rules) are required to abstain from voting on the resolution(s) in respect of the CCT at the SGM.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, save as Beijing Gas and its associate(s) (as defined under the Listing Rules), no Director or Shareholder has any material interest in the Master Agreement. Accordingly, apart from Beijing Gas and its associate(s), no other Shareholder is required to abstain from voting at the SGM in respect of the resolution relating to the Master Agreement, the Annual Caps and the transaction contemplated thereunder.

5. GENERAL

The Independent Board Committee, comprising all the independent non-executive Directors, has been established to advise the Independent Shareholders as to whether the terms of the Master Agreement the Annual Caps and the transaction contemplated thereunder are fair and reasonable and whether the Master Agreement, the Annual Caps and the transaction contemplated thereunder are in the interests of the Company and the Shareholders as a whole.

The Independent Financial Adviser has also been appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

The SGM will be convened for the Shareholders to consider and, if thought fit, to approve among other things, the Master Agreement, the Annual Caps and the transactions contemplated thereunder respectively.

A notice of the SGM is set out on pages 37 to 39 of this circular. The SGM will be convened at Level 9, Central Building, 1–3 Pedder Street, Central, Hong Kong on Wednesday, 8 February 2017 at 11:00 a.m., at which, the relevant resolution will be proposed to the Shareholders to consider and, if thought fit, to approve, among others, the Master Agreement, the Annual Caps and the transactions contemplated thereunder.

6. VOTING BY POLL

Pursuant to Rule 13.39(4) of the Listing Rules, the relevant resolution to be approved in respect of the Master Agreement, the Annual Caps and the transactions contemplated thereunder at the SGM will be taken by way of poll.

Hong Kong

Shareholders (whether or not able to attend the SGM) are requested to complete and return the enclosed Hong Kong proxy form in accordance with the instructions printed thereon and deposit with the Hong Kong branch share registrar, Tricor Investor Services Limited at Level 22, Hopewell Centre, 183 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 SGM or any adjourned meeting thereof (as the case may be). Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the SGM or any adjourned meeting thereof (as the case may be) should they elect to do so. **Please note that this paragraph is only applicable to Shareholders whose Shares are registered in the branch register of members in Hong Kong.**

Singapore

Any Shareholder, Depositor or proxy who wishes to attend, speak and vote at the SGM may do so via video conferencing at Level 30, Singapore Land Tower, 50 Raffles Place, Singapore 048623.

If a Shareholder is unable to attend the SGM and wishes to appoint a proxy to attend and vote on his behalf, he should complete, sign and return the attached Singapore proxy form in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the office of the Company's share transfer agent in Singapore, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time fixed for the SGM. The completion and return of the Singapore proxy form by a Shareholder will not preclude him from attending and voting at the SGM in person if he so wishes, and in such event the Singapore proxy form submitted bearing his name

shall be deemed to be revoked. **Please note that this paragraph is only applicable to Shareholders who do not hold Shares through an account with the CDP (i.e. who hold Shares in scrip).**

Under the Bermuda Companies Act, only a person who agrees to become a shareholder of a Bermuda company and whose name is entered in the register of members of such a Bermuda company is considered a member with rights to attend and vote at general meetings of such company.

Accordingly, under Bermuda laws, a Depositor holding Shares through the CDP would not be recognised as a shareholder of the Company, and would not have the right to attend and vote at general meetings convened by the Company. In the event that a Depositor wishes to attend and vote at the SGM, the Depositor would have to do so through the CDP appointing him as a proxy, pursuant to the Bye-laws of the Company and the Bermuda Companies Act.

Pursuant to Bye-law 77 of the Company's Bye-laws, unless the CDP specifies otherwise in a written notice to the Company, the CDP shall be deemed to have appointed the Depositors who are individuals and whose names are shown in the records of the CDP as at a time not earlier than forty-eight (48) hours prior to the time of the relevant general meeting supplied by the CDP to the Company as the CDP's proxies to vote on behalf of the CDP at a general meeting of the Company. Notwithstanding any other provisions in the Bye-laws, the appointment of proxies by virtue of Bye-law 77 shall not require an instrument of proxy or the lodgement of any instrument of proxy.

Accordingly, Depositors (other than Depositors which are corporations) whose names are listed in the Depository Register as at 48 hours before the time of the SGM may attend and vote as the CDP's proxies at the SGM without having to complete or return any form of proxy. A Depositor which is a corporation and who wishes to attend and vote at the SGM must complete and return the attached Depositor proxy form, for the nomination of person(s) to attend and vote at the SGM on its behalf as CDP's proxy, in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the office of the Company's share transfer agent in Singapore, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time fixed for the SGM.

If an individual Depositor is unable to attend the SGM personally and wishes to appoint nominee(s) to attend the meeting and vote on his behalf, he must complete, sign and return the attached Depositor proxy form attached to this circular in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the office of the Company's Share Transfer Agent in Singapore, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time fixed for the SGM. The completion and return of the Depositor proxy form by a Depositor

(who is an individual) will not prevent him from attending and voting in person at the SGM as a proxy of CDP if he subsequently wishes to do so, and in which event the Depositor proxy form submitted bearing his name shall be deemed to be revoked.

The results of the SGM will be published after the conclusion of the SGM on the websites of the Stock Exchange, the SGXNET and the Company.

7. RECOMMENDATION

Having considered the above-mentioned benefits to the Group and the advice of the Independent Financial Adviser, the Board (including the independent non-executive Directors) considers that the Master Agreement was entered into on normal commercial terms after arm's length negotiation and the terms of the Master Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole. Accordingly, the Board (including the independent non-executive Directors) recommends the Shareholders to vote in favour of the proposed ordinary resolution to be proposed at the SGM to approve the Master Agreement, the Annual Caps and transactions contemplated thereunder at the SGM.

8. ADDITIONAL INFORMATION

Your attention is drawn to the (1) letter from the Independent Board Committee set out on pages 14 to 15 of this circular and (2) letter from Donvex Capital set out on pages 16 to 25 of this circular, which contains among other matters, its advice to the Independent Board Committee and the Independent Shareholders in connection with the Master Agreement, the Annual Caps and the transactions contemplated thereunder and the principal factors considered by it in arriving at its recommendation.

Your attention is also drawn to the additional information set out in the appendices to this circular.

As the Master Agreement is conditional upon satisfaction of the conditions precedent as set out under the section headed "Conditions Precedent" in this letter, the Master Agreement may or may not proceed. Shareholders and potential investors should exercise caution when dealing in the Shares.

Yours faithfully,
By order of the Board
Blue Sky Power Holdings Limited
Cheng Ming Kit
Co-Chairman



Blue Sky Power Holdings Limited
藍天威力控股有限公司
(Incorporated in Bermuda with limited liability)
(Hong Kong Stock Code: 6828)
(Singapore Stock Code: UQ7)

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

Principal place of business in Hong Kong:
Room 1411
14/F New World Tower I
16–18 Queen's Road Central
Hong Kong

18 January 2017

To the Independent Shareholders

Dear Sir or Madam,

CONTINUING CONNECTED TRANSACTIONS

We refer to the circular issued by the Company to the Shareholders of the Company dated 18 January 2017 (the "**Circular**") of which this letter forms part. Capitalized terms defined in the Circular shall have the same meanings in this letter unless the context otherwise requires.

Beijing Gas, a substantial shareholder (as defined under the Listing Rules) of the Company holding 2,644,444,443 Shares, representing approximately 27.39% of the issued share capital of the Company, was indirectly wholly-owned by BGGCL. BGGCL holds the entire equity interest of Beijing Luyuanda. Therefore, Beijing Luyuanda is an associate (as defined under the Listing Rules) of Beijing Gas and a connected person of the Company under the Listing Rules. Accordingly, the transactions contemplated under Master Agreement constitute continuing connected transactions of the Company under Rule 14A.31 of the Listing Rules.

As the applicable percentage ratios exceed 5% and the transactions amount under the Master Agreement exceeds HK$10,000,000, the CCT constitutes non-exempt continuing connected transactions for the Company and are subject to reporting, annual review, announcement and Independent Shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules.

We have been appointed by the Board to consider the terms of the Master Agreement, the Annual Caps and the transactions contemplated thereunder and to advise the Independent Shareholders as to whether, in our opinion, its terms are fair and reasonable so far as the Independent Shareholders are concerned. Donvex Capital has been appointed as the Independent Financial Adviser to advise us in this respect.

We wish to draw your attention to the letter from the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders issued by Donvex Capital, which contains its advice to the Independent Board Committee and the Independent Shareholders on the terms of the Master Agreement (the text of the letter of advice is set out in its letter of advice contained in the circular). Having considered the advice of Donvex Capital, we are of the view that the terms and conditions of the Master Agreement, the Annual Caps and the transactions contemplated thereunder were negotiated on an arm's length basis, on normal commercial terms, in the ordinary and usual course of business of the Company, fair and reasonable and in the interests of the Company and its Shareholders as a whole. Our view related to fairness and reasonableness is necessarily based on information, facts and circumstances currently prevailing.

We also consider that the terms of the Master Agreement, the Annual Caps and the transactions contemplated thereunder are fair and reasonable so far as the Independent Shareholders are concerned.

Accordingly, we recommend the Independent Shareholders to vote in favour of the ordinary resolution to approve the Company's entering into the Master Agreement.

Yours faithfully,
For and on behalf of the Independent Board Committee
Blue Sky Power Holdings Limited

Mr. Lim Siang Kai	**Mr. Wee Piew**	**Mr. Ma Arthur On-hing**
Independent non-executive Director	*Independent non-executive Director*	*Independent non-executive Director*

The following is the full text of the letter from Donvex Capital Limited setting out their advice to the Independent Board Committee and the Independent Shareholders, which has been prepared for the purpose of inclusion in this circular.

Donvex Capital Limited
富域資本有限公司

Unit 1305, 13th Floor
Carpo Commercial Building
18–20 Lyndhurst Terrace
Central
Hong Kong

18 January 2017

The Independent Board Committee and the Independent Shareholders of Blue Sky Power Holdings Limited

Dear Sirs,

CONTINUING CONNECTED TRANSACTIONS

INTRODUCTION

We refer to our engagement as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the CCT under the Master Agreement, details of which are set out in the letter from the Board (the "**Letter from the Board**") contained in the circular of the Company dated 18 January 2017 to the Shareholders (the "**Circular**"), of which this letter forms part. Terms used herein have the same meanings as defined elsewhere in the Circular unless the context requires otherwise.

As at the Latest Practicable Date, Beijing Gas, a substantial shareholder (as defined under the Listing Rules) of the Company holding 2,644,444,443 Shares, representing approximately 27.39% of the issued share capital of the Company, was indirectly wholly-owned by BGGCL. BGGCL holds the entire equity interest of Beijing Luyuanda. Therefore, Beijing Luyuanda is an associate (as defined under the Listing Rules) of Beijing Gas and a connected person of the Company under the Listing Rules. Accordingly, the transactions contemplated under the Master Agreement constitute continuing connected transactions for the Company under Rule 14A.31 of the Listing Rules.

As the applicable percentage ratios exceeds 5% and the transactions amount under the Master Agreement exceeds HK$10,000,000, the CCT constitutes non-exempt continuing connected transactions for the Company and are subject to reporting, annual review, announcement and Independent Shareholders' approval requirements pursuant to Chapter 14A of the Listing Rules.

The Independent Board Committee, comprising Mr. Lim Siang Kai, Mr. Wee Piew and Mr. Ma Arthur On-hing, all being the independent non-executive Directors, has been established to advise the Independent Shareholders as to (i) whether the terms and conditions of the Master Agreement are on normal commercial terms and fair and reasonable so far as the Independent Shareholders are concerned; (ii) whether the CCT under the Master Agreement is in the ordinary and usual course of business of the Company and are in the interests of the Company and the Shareholders as a whole; and (iii) how the Independent Shareholders should vote on the relevant resolution regarding the CCT under the Master Agreement and the Annual Caps in respect thereof at the SGM. In our capacity as the Independent Financial Adviser, our role is to advise the Independent Board Committee and the Independent Shareholders in such regard.

We, Donvex Capital Limited, are independent of and not connected with any members of the Group or any of their substantial shareholders, directors or chief executives, or any of their respective associates, and are accordingly qualified to give an independent advice in respect of the CCT under the Master Agreement.

BASIS OF OUR OPINION

In formulating our opinion to the Independent Board Committee and the Independent Shareholders, we have relied on the statements, information, opinions and representations contained in the Circular and the information and representations provided to us by the Directors and management of the Company. We have no reason to believe that any information and representations relied on by us in forming our opinion is untrue, inaccurate or misleading, nor are we aware of any material facts the omission of which would render the information provided and the representations made to us untrue, inaccurate or misleading. We have assumed that all statements, information, opinions and representations contained or referred to in the Circular, which have been provided by the Directors and management of the Company and for which they are solely and wholly responsible, were true and accurate at the time they were made and continue to be true until the date of the SGM.

The Directors have collectively and individually accepted full responsibility for the accuracy of the information contained in the Circular and have confirmed, having made all reasonable enquiries, which to the best of their knowledge and belief, there are no other facts the omission of which would make any statement in the Circular misleading.

We consider that we have reviewed sufficient information to reach an informed view regarding the CCT under the Master Agreement, to justify reliance on the accuracy of the information contained in the Circular and to provide a reasonable basis for our recommendation. We have not, however, for the purpose of this exercise, conducted any form of independent in-depth investigation or audit into the businesses or affairs or future prospects of the Group nor have we carried out any in-depth research on the Group. Our opinion is necessarily based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date. Shareholders should note that subsequent developments, including any material change in market and economic conditions, may affect or change our opinion and we have no

obligation to update this opinion to take into account events occurring after the Latest Practicable Date or to update, revise or reaffirm our opinion. Nothing contained in this letter should be construed as a recommendation to hold, sell or buy any Shares or any other securities of the Company.

This letter is issued for the information for the Independent Board Committee and the Independent Shareholders solely in connection with their consideration of the CCT under Master Agreement and the Annual Caps and, except for its inclusion in the Circular, is not to be quoted or referred to, in whole or in part, nor shall this letter be used for any other purposes, without our prior written consent.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion in respect of the CCT under the Master Agreement and the Annual Caps, we have taken into consideration the following principal factors and reasons:

1. Background of the Master Agreement

On 21 November 2016, Anhui Power Energy, an indirect wholly-owned subsidiary of the Company, entered into the Master Agreement with Beijing Luyuanda, pursuant to which Anhui Power Energy conditionally agrees to sell, non-exclusively, and Beijing Luyuanda conditionally agrees to purchase LNG for a term of three years from 1 January 2017 to 31 December 2019 (both days inclusive).

Information of the Group

The Group is principally engaged in (i) sales of natural gas and other related products; and (ii) sales of books and specialised products.

Since 2014, the Group has focused on transforming itself into an integrated natural gas provider, distributor and operator, with an emphasis on the midstream to downstream side of the natural gas industry value chain. The Group's revenue derived from the natural gas business comprises operations of compressed natural gas ("**CNG**") and LNG refuelling stations, trading of CNG and LNG, construction of natural gas connection pipelines and supply of piped gas in the PRC.

Information of Anhui Power Energy

Anhui Power Energy is a company established in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company, and principally engaged in the sales of natural gas and other related products.

Information of Beijing Luyuanda

As stated in the Letter from the Board, Beijing Luyuanda is a company established in the PRC with limited liability, and principally engaged in, among other things, the operation of vehicle gas stations (oil and gas mixture) business and sale of LNG.

In view of the above, we consider that the entering into of the Master Agreement is in the ordinary and usual course of business of the Company.

2. Reasons for and benefits of entering into the Master Agreement

As stated in the Letter from the Board, we note that the sale of LNG by Anhui Power Energy to Beijing Luyuanda will strengthen the existing business of the Group in the sales of natural gas and increase the revenue of the Group.

We have enquired the management of the Company and were given to understand that in 2016, the Group continued to actively expand its natural gas business, from innovative approaches to gas sourcing such as importing cheaper LNG from overseas and investment in LNG receiving terminals, the logistics business of natural gas, to the end-user distribution business, the Group has been delivering accessible and affordable clean energy solutions to consumers in the PRC along the industry value chain. Through the acquisitions and partnerships, the Group has grown the industry value chain, both in reach and scope of services. The scale of operation for the Group ramped up gradually with its current business presence covering a total of eight provinces in the PRC.

As set out in the interim report of the Company for the six months ended 2016, the Group recorded total revenue of approximately HK$115.3 million attributable entirely to the natural gas business. This represents a revenue growth of 173.1% year-on-year for the natural gas segment of the Group and the total revenue growth of 27.1% as compared to the corresponding period of 2015. The Group has successfully shifted away from the printing business which was fading out due to the declining revenue and gross profit margin and is solely focused on operating and investing in the natural gas business with higher growth potential.

According to our research in respect of the business scale of Beijing Luyuanda, we note that Beijing Luyuanda had invested a total of RMB1.24 billion to the construction of CNG and LNG refuelling stations located in Beijing, of which 36 LNG refuelling stations are in operation for providing LNG supply to retail customers and another 11 stations are yet to be built. Given the rapid expansion of business scale of Beijing Luyuanda in the industrial and commercial sectors and its significant investment in the construction of vehicle gas stations, together with the prospects of the natural gas industry in the PRC as described in the section headed "Proposed Annual Caps" below, we concur with the Directors' view that the entering into of the Master Agreement between Anhui Power Energy and Beijing Luyuanda will further increase the sales volume of LNG of the Group so as to boost up its total revenue, which is in the interests of the Company and the Shareholders as a whole.

3. Principal terms of the Master Agreement

Pricing

The pricing for the sale and purchase of LNG under the Master Agreement are determined by arm's length negotiations based on normal commercial terms and be based on the following principles:

1. The market price of LNG in the PRC;

2. The selling price to Beijing Luyuanda shall not be lower than the selling price to the Independent Third Parties in the market;

3. The selling price may be adjusted under the following circumstances:

   (i) the LNG producer or supplier of Anhui Power Energy adjusts its selling price;

   (ii) new governmental policy in relation to the selling price of LNG is implemented; and

   (iii) the delivery cost of the Anhui Power Energy has been increased due to the change of the fuel price.

With reference to the adjustment principles as stated in the Letter from the Board, the sale price of LNG will be adjusted if any of the following events occurs:

(a) any implementation of pricing policy of LNG by the government of PRC and the pricing adjustment by the suppliers, Anhui Power Energy may adjust the sale price of LNG to such extent affected by the said events;

(b) any national adjustment of the fuel price or administrative fee for logistic industry which affects the logistic cost of Anhui Power Energy such that the contracted LNG price would be adjusted by more than RMB300 per ton.

If any of the above events occurs, Anhui Power Energy shall notify Beijing Luyuanda in writing in advance for the proposed adjustment of the sale price of LNG. Upon the confirmation made by Beijing Luyuanda, the new sale price of LNG will be implemented. If Beijing Luyuanda does not agree with the proposed adjustment by Anhui Power Energy, Beijing Luyuanda shall be entitled to reduce the purchase volume or terminate the Master Agreement.

Further, the commencement date of implementing the adjusted sale price of LNG, if confirmed by Beijing Luyuanda, shall be in line with the effective date of the enforcement of the relevant governmental pricing policy of LNG or logistics, whichever applicable.

In view of the above pricing terms, we have reviewed the Master Agreement, which has clearly stated that the transactions thereof will be based on (i) normal commercial terms after arm's length negotiations between Anhui Power Energy and Beijing Luyuanda; (ii) market price of LNG at all material time; and (iii) the selling price of LNG will be no less than the Independent Third Party. Adjustment of selling price to Beijing Luyuanda shall only be made in accordance with the change in governmental policy and/or the adjusted price of LNG to be purchased by Anhui Power Energy from its suppliers.

As advised by the management of the Company, Anhui Power Energy will sell LNG at the price with reference to the LNG pricing information available on ICIS, which is the world's largest petrochemical market information provider. Anhui Power Energy will update the pricing of LNG from time to time according to the prevailing market price quotes for LNG in Hebei province and Beijing and Tianjin municipalities, the PRC and will continue to closely monitor its procuring costs of LNG to ensure that each transaction is conducted in accordance with the pricing principles set out above.

We have checked to the price quotes in the agreements entered into between Anhui Power Energy and the Independent Third Parties and noted that the preliminary price quotes for LNG to the Independent Third Parties were similar to the then market price quotes for LNG in the market where the LNG refuelling station is located. Having considered the above pricing principles adopted by the Company, the profit margin in respect of the transactions under the Master Agreement will be no less than the margin earned from the Independent Third Parties of similar order quantities, we therefore consider that the basis of pricing pursuant to the Master Agreement is on normal commercial terms and fair and reasonable so far as the Independent Shareholders are concerned.

Payment terms

As stated in the Letter from the Board, the supply of LNG by Anhui Power Energy will be subject to prepayment for LNG made by Beijing Luyuanda pursuant to the Master Agreement. The actual settlement amount shall be based on the actual sale and purchase amount of LNG between the parties to the Master Agreement.

According to the terms and conditions of the Master Agreement, Anhui Power Energy will deliver the LNG ordered by Beijing Luyuanda after it receives the prepayment. It is the market practice that prepayment is to be received before delivery of the ordered LNG. The parties would settle the account on the twentieth of each month. If the ordered quantity of LNG was subsequently changed, the excess amount received by Anhui Power Energy by way of prepayment will be returned to Beijing Luyuanda, and vice versa.

We have reviewed other agreements entered into by Anhui Power Energy in respect of the past sales of LNG and noted that similar payment terms were given to the Independent Third Parties. As such, the payment terms offered to Beijing Luyuanda is considered to be no less favourable to the Company than those available to the Independent Third Parties.

Other major terms of the Master Agreement

We have reviewed other major terms of the Master Agreement and are not aware of any terms which are exceptional to normal market practice.

In light of the foregoing, we are of the opinion that the terms of the Master Agreement are on normal commercial terms and fair and reasonable so far so the Independent Shareholders are concerned.

4. Proposed Annual Caps

The Annual Caps for the Master Agreement for the years ending 31 December 2017, 2018 and 2019 is set out as follows:

	For the year ending 31 December 2017	**For the year ending 31 December 2018**	**For the year ending 31 December 2019**
Annual Caps	RMB150,000,000	RMB165,000,000	RMB180,000,000

As stated in the Letter from the Board, the Annual Caps for the three years ending 31 December 2017, 2018 and 2019 are determined based on the followings:

1. the estimated usage of LNG by Beijing Luyuanda; and

2. the current market price of LNG of approximately RMB3,000 per ton.

Assessment of the reasonableness of the Annual Caps

To assess the fairness and reasonableness of the Annual Caps, we have discussed with the management of the Company the basis and assumptions underlying the projections of the Annual Caps. In calculating the Annual Caps, the Directors have taken into account the forecast quantity of LNG to be consumed by Beijing Luyuanda and the corresponding amount of LNG to be sold by it in the coming years. In forecasting the estimated usage of LNG, we are advised that the Directors have also considered following factors:

Promotion of green energy and the impact on natural gas pricing reform

In 2015, the Chinese government has pledged to drive the use of clean energy and launched favorable measures to push forward market-oriented reform within the natural gas industry. As part of the natural gas pricing reform, the National Development and Reform Commission adjusted the non-residential pricing of natural gas in November 2015: (i) to lower the non-residential city-gate price by RMB0.7 per cubic meter; and (ii) to improve the marketisation of natural gas price. This implies that the Chinese government is further lifting price controls to increase flexibility of pricing, giving both suppliers and distributors more autonomy during price negotiations. As advised by the management of the Company, the measures above are beneficial to the Group, as a result of the pricing reform helps stimulate the natural gas usage and facilitate fair competition. It is expected that the marketisation will drive more potential users to start using or reselecting natural gas.

Having considered the Chinese government has reaffirmed and emphasised high importance to the "coal-to-gas" conversion and the tightened controls on air pollution to protect the ecosystem as part of the thirteenth "Five-year plan", we concur with the Directors' view that there will be an increasing demand for natural gas and the natural gas pricing reform can further stimulate natural gas usage in the PRC.

Market price of LNG and the anticipated growth in LNG consumption

According to the LNG pricing information available on ICIS, we note that the price of LNG remained relatively stable since March 2016 and the average selling price of LNG in Hebei province for the year 2016 is approximately RMB2,942 per ton, which is close to the price of LNG as stated in the Master Agreement. As advised by the Company, Beijing Luyuanda intended to purchase 50,000 tons, 55,000 tons and 60,000 tons from Anhui Power Energy for the year ending 31 December 2017, 2018 and 2019, respectively.

As discussed under the section headed "Reasons for and benefits of entering into of the Master Agreement", the LNG projects of the Group are strategically positioned in eight provinces with substantial growth potential, of which Anhui became its newly-covered province during the year of 2016. The Group has successfully enhanced its geographical coverage and market share in the natural gas industry in the PRC through mergers and acquisitions and strives to strengthen its trading and distribution network, which would further boost the demand for LNG.

Regarding the trading and distribution of CNG and LNG business of the Group, the Group currently has a total of 41 natural gas tank trucks, with its growing natural gas transportation fleet and increasingly sophisticated logistics platform, it is reasonably expected that the Group can provide stable sources of LNG supply to Beijing Luyuanda.

Based on the market research implemented by ICIS in relation to the LNG demand forecast from 2016 to 2020, which covers the period of the thirteenth "Five-year plan" of the Chinese government, the expected LNG consumption for vehicles at the refuelling stations in Beijing amounted from approximately 242 million cubic meters in 2016 to approximately 361 million cubic meters in 2020, representing an annual grow rate of about 10%. The growth of demand of LNG in Beijing is relatively stable compared to other cities in the PRC as a result of the broad use of LNG/CNG bus and the promotion of green urban transport.

Having considered the Chinese government has been supportive of the development of natural gas industry and the anticipated growth of natural gas usage in the areas covered by Beijing Luyuanda as described above, it is expected that the sales volume of LNG will be increased gradually in the coming years.

In view of the above factors, we consider that the Annual Caps with the estimated growth rate of about 10% per annum for the three years ending 31 December 2017, 2018 and 2019 provide reasonable buffers to cater for the expected growth in the sales volume of LNG required for Beijing Luyuanda in the next three years, and are therefore of the view that the Annual Caps are fair and reasonable. However, as the said proposed annual caps relate to future events, we therefore express no opinion as to how closely the actual amounts to be incurred under the Master Agreement correspond with the Annual Caps.

5. Internal control procedures

As stated in the Letter from the Board, before the Company supplies any LNG to any customers, the sales department of the Company will consider (i) the prevailing prices (including the cost, insurance and freight) sourced from the market information providers; and (ii) the production capacity of the suppliers. The sales department of the Company will then calculate its costs, acceptable profit margin and quantity to be ordered by customer for determining the selling price of LNG which will be checked and confirmed by the finance department and the general manager before submitting its preliminary quotation to such customer. If such customer accepts the selling price offered by the Company, both parties will sign a confirmation letter and the Company will issue a sales order to the customer.

We have reviewed the relevant documents including the quotation, price confirmation letter and sales order prepared by Anhui Power Energy to the transactions with the Independent Third Parties, we noted that the internal control procedures as described above were properly implemented by the Group and it could safeguard the interests of the Company and the Shareholders as a whole. Having considered the internal control procedures implemented by the Group as described above will be also applied to the transactions with Beijing Luyuanda, we concur with the Directors' view that the control measures to be adopted by the Company can ensure the sale price of LNG to Beijing Luyuanda at any material time will be no less favourable to the Company than the sale price of LNG offered to the Independent Third Parties, who are ordering at the same time and of similar order quantities.

RECOMMENDATION

Having considered the abovementioned principal factors and reasons, we are of the view that the terms and conditions under the Master Agreement have been entered into within the ordinary and usual course of business of the Company based on the normal commercial terms and its terms together with the Annual Caps are fair and reasonable so far as the Independent Shareholders are concerned and in the interests of the Company and the Shareholders as a whole. Accordingly, we advise the Independent Board Committee to recommend the Independent Shareholders, and we ourselves recommend the Independent Shareholders, to vote in favour of the ordinary resolutions to be proposed at the SGM to approve the CCT contemplated by the Master Agreement and the Annual Caps.

Yours faithfully,
For and on behalf of
Donvex Capital Limited
Vily Leung
Director

1. RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors, having made all reasonable enquires, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. DISCLOSURE OF INTERESTS

(a) The Directors' or chief executive's interests and short positions in the securities of the Company and its associated corporations.

As at the Latest Practicable Date, the interests or short positions of the Directors in the Shares, warrants, underlying Shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 or Part XV of the SFO (including interests or short positions which they are taken or deemed to have under such provisions of the SFO), or which were required as recorded in the register required to be kept under section 352 of the SFO, or which were required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers were as follows:

(i) Directors' interests and short positions in Shares and underlying Shares and debentures of the Company

Name of Director	Nature of interest	Number of shares *(Note 1)*	Approximate percentage of shareholding
Mr. Cheng Ming Kit *(Note 2)*	Interest of controlled corporation	1,069,286,256 (L)	11.08%
	Beneficial owner	92,141,040 (L)	0.95%
	Interest in share options of the Company	9,962,690 (L)	0.10%
	Beneficial owner	163,750,000 (L)	1.70%
Mr. Sze Chun Lee *(Note 3)*	Interest of controlled corporation	139,488,480 (L)	1.44%
	Beneficial owner	1,800,000 (L)	0.02%
Mr. Hu Xiaoming *(Note 4)*	Beneficial owner	2,640,000 (L)	0.03%
	Interest in share options of the Company	10,000,000 (L)	0.10%

Name of Director	Nature of interest	Number of shares *(Note 1)*	Approximate percentage of shareholding
Mr. Hung Tao *(Note 5)*	Beneficial owner	19,444,040 (L)	0.20%
	Interest in share options of the Company	20,462,690 (L)	0.21%
Mr. Lim Siang Kai *(Note 6)*	Interest in share options of the Company	2,490,670 (L)	0.03%
Ms. Ma Arthur On-hing *(Note 7)*	Interest in share options of the Company	2,490,670 (L)	0.03%
Mr. Wee Piew *(Note 8)*	Interest in share options of the Company	2,490,670 (L)	0.03%

Notes:

(1) The letters "L" denote a long position in the Shares.

(2) Mr. Cheng Ming Kit holds 100% interest in Grand Powerful Group Limited and is deemed to be interested in 1,069,286,256 Shares held by Grand Powerful Group Limited. Mr. Cheng Ming Kit also personally holds 92,141,040 Shares. Further, the outstanding 9,962,690 share options were granted to Mr. Cheng Ming Kit on 21 July 2014. For further details of the said grant of share options, please refer to the announcement dated 21 July 2014 of the Company. Further, Mr. Cheng Ming Kit has an obligation, derived from an option, to purchase up to 163,750,000 Shares upon request.

(3) Mr. Sze Chun Lee holds 43.75% interest in China Print Power Limited and is deemed to be interested in 139,488,480 Shares held by China Print Power Limited. Mr. Sze Chun Lee personally holds 1,800,000 Shares.

(4) Mr. Hu Xiaoming personally holds 2,640,000 Shares. 10,000,000 share options were granted to Mr. Hu Xiaoming on 23 July 2015. For further details of the said grant of share options, please refer to the announcement dated 23 July 2015 of the Company.

(5) Mr. Hung Tao personally holds 19,444,040 Shares. The outstanding 9,962,690 share options were granted to Mr. Hung Tao on 21 July 2014 and 10,500,000 share options were granted on 23 July 2015. For further details of the said grant of share options, please refer to the announcement dated 21 July 2014 and 23 July 2015 respectively of the Company.

(6) 2,490,670 share options were granted to Mr. Lim Siang Kai on 21 July 2014. For further details of the said grant of share options, please refer to the announcement dated 21 July 2014 of the Company.

(7) 2,490,670 share options were granted to Ms. Ma Arthur On-hing on 23 July 2015. For further details of the said grant of share options, please refer to the announcement dated 23 July 2015 of the Company.

(8) 2,490,670 share options were granted to Mr. Wee Piew on 21 July 2014. For further details of the said grant of share options, please refer to the announcement dated 21 July 2014 of the Company.

As at the Latest Practicable Date, none of the Directors is a director or employee of a company which has an interest or short position in the Shares and underlying Shares of the Company which would fall to be disclosed to the Company under the provision of Division 2 and 3 of Part XV of SFO.

(ii) Directors' interests and short positions in the Shares, underlying Shares and debentures of any associated corporation

Name of Director	Name of associated corporation	Nature of interest	Number of shares	Approximate percentage of shareholding in the associated corporation
Mr. Cheng Ming Kit	Grand Powerful Group Limited	Beneficial Owner	1	100%
Mr. Sze Chun Lee	China Print Power Limited	Beneficial Owner	4,375	43.75%

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or any chief executive of the Company and their associates had an interest or short position in any Shares, underlying Shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which would have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he or she has taken or deemed to have under such provisions of the SFO) or which was required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules to be notified to the Company and the Stock Exchange.

(b) Persons who have an interest or short position which is discloseable under Divisions 2 and 3 of Part XV of the SFO

As at the Latest Practicable Date, according to the register kept by the Company pursuant to section 336 of SFO, and so far as is known to any Directors or chief executives of the Company, the following persons/corporations (other than the Directors and the chief executive officer of the Company) had, or were deemed or taken to have, an interest or short position in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or will be directly or indirectly interested in 5% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of the Group:

Long positions of substantial shareholders' interests and short positions in Shares and underlying Shares of the Company

Name of Shareholder	Capacity	Number of shares *(Note 1)*	Approximate percentage of shareholding
Mr. Lee Tsz Hang *(Note 1)*	Interest of controlled corporation	202,680,000 (L)	2.10%
	Beneficial owner	462,685,000 (L)	4.79%
Beijing Gas Group Co., Ltd *(Note 2)*	Beneficial owner	3,271,111,110 (L)	33.88%
Beijing Enterprises Group Company Limited *(Note 2)*	Interest of controlled corporation	3,271,111,110 (L)	33.88%
Cheng Ming Kit *(Note 3)*	Interest of controlled corporation	1,069,286,256 (L)	11.08%
	Beneficial owner	92,141,040 (L)	0.95%
	Interest in share options of the Company	9,962,690 (L)	0.10%
	Beneficial owner	163,750,000 (L)	1.70%
Grand Powerful Group Limited *(Note 3)*	Beneficial owner	1,069,286,256 (L)	11.08%

Notes:

(1) Mr. Lee Tsz Hang holds 100% interest in Win Ways Investment Limited and is deemed to be interested in 202,680,000 Shares held by Win Ways Investment Limited. Mr. Lee Tsz Hang personally holds 462,685,000 Shares.

(2) Beijing Enterprises Group Company Limited indirectly controlled Beijing Gas Company Limited and is deemed to be interested in 3,271,111,110 Shares including convertible bond in an aggregate principal amount of HK$130,000,000 at the issue price of HK$0.45 which will be converted into 288,888,888 Shares. Mr. Zhi Xiaoye, the Non- executive Director and Co-chairman of the Board, is currently Vice President of Beijing Enterprises Holdings Limited and he also serves as General Manager of Beijing Gas Group Co., Ltd.

(3) Mr. Cheng Ming Kit holds 100% interest in Grand Powerful Group Limited and is deemed to be interested in 1,069,286,256 Shares held by Grand Powerful Group Limited. Mr. Cheng Ming Kit also personally holds 92,141,040 Shares. Further, the outstanding 9,962,690 share options were granted to Mr. Cheng Ming Kit on 21 July 2014. Further, Mr. Cheng Ming Kit has an obligation, derived from an option, to purchase up to 163,750,000 shares upon request.

Save as disclosed above, as at the Latest Practicable Date, the Directors were not aware of any person had or were deemed or taken to have, an interest or short position in the Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or will be directly or indirectly interested in 5% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of the Group.

3. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had a service contract with the Company which is not determinable by the Company within one year without payment of compensation, other than statutory compensation.

4. DIRECTORS' INTERESTS IN CONTRACTS AND ASSETS

As at the Latest Practicable Date, none of the Directors had any direct or indirect interest in any asset which had been, since 31 December 2015, being the date to which the latest published audited accounts of the Company were made up, acquired or disposed of, by or leased to any member of the Group or are proposed to be acquired or disposed of, by or leased to any member of the Group.

As at the Latest Practicable Date, there was no contract or arrangement subsisting in which any Director was materially interested and which was significant in relation to the business of the Group.

5. MATERIAL CONTRACT

The following contracts, not being contracts entered into the ordinary course of business, were entered into by the Group within two years immediately preceding the date of this circular which are or may be material:

(i) a placing agreement dated 6 January 2015 entered into between the Company and Ample Orient Capital Limited ("**Ample Orient**") pursuant to which Ample Orient would procure the placees to subscribe for the bonds to be issued by the Company up to an aggregate principal amount of HK$50,000,000. Details of the transaction were disclosed in the announcement of the Company dated 6 January 2015;

(ii) a placing agreement dated 28 January 2015 entered into between the Company and Istar International Securities Co. Limited ("**Istar International**") pursuant to which Istar International would procure the placees to subscribe for the bonds to be issued by the Company up to an aggregate principal amount of HK$50,000,000. Details of the transaction were disclosed in the announcement of the Company dated 28 January 2015;

(iii) a placing agreement dated 30 January 2015 entered into between the Company and AMTD Asset Management Limited ("**AMTD Asset**") pursuant to which AMTD Asset would procure the placees to subscribe for the bonds to be issued by the Company up to an aggregate principal amount of HK$50,000,000. Details of the transaction were disclosed in the announcement of the Company dated 30 January 2015;

(iv) the subscription agreement dated 13 February 2015 entered into between the Company and Mr. Wang Wen pursuant to which the Company agreed to issue HK$7,000,000 in aggregate principal amount of 7% coupon bonds and Mr. Wang Wen agreed to purchase the bonds from the Company. Details of the transaction were disclosed in the announcement of the Company dated 13 February 2015;

(v) a placing agreement dated 13 March 2015 entered into between the Company and Kingston Securities Limited ("**Kingston Securities**") as the placing agent pursuant to which the Company has conditionally agreed to place through Kingston Securities, on a best effort basis, up to 162,500,000 shares at the placing price of HK$0.4 per share to not less than six placees. Details of the transaction were disclosed in the announcement of the Company dated 13 March 2015;

(vi) the acquisition agreement dated 13 April 2015 entered into between the Company and 中邦財富股權投資基金管理(北京)有限公司 (Zhongbang Wealth Equity Investment Fund Management (Beijing) Co. Ltd.*) ("**Zhongbang Wealth**") pursuant to which the Company agreed to acquire, and Zhongbang Wealth agreed to sell, the beneficiary rights of the principal in the amount of RMB15.0 million under 首創金源財富1號定向資產管理計畫 (Beijing Capital Jinyuan Wealth No. One Target Asset Management Scheme*). Details of the transaction were disclosed in the announcement of the Company dated 13 April 2015;

(vii) a placing agreement dated 29 May 2015 entered into between the Company and Kingston Securities pursuant to which the Company has conditionally agreed to place through Kingston Securities, on a best effort basis, up to 100,000,000 shares at the placing price of HK$0.43 per share to not less than six placees. Details of the transaction were disclosed in the announcement of the Company dated 29 May 2015;

(viii) the acquisition agreement dated 16 July 2015 entered into among the Company, Goldlink and Grand Powerful Group Limited ("**Grand Powerful**") pursuant to which Goldlink conditionally agreed to acquire, and Grand Powerful conditionally agreed to sell, the share of Smart Rainbow Investments Limited at the consideration of HK$100,000,000, which shall be fully settled by the

allotment and issue of 256,410,256 new shares of the Company to Grand Powerful (or its nominee(s)) at the issue price of HK$0.39 per share. Details of the transaction were disclosed in the announcement of the Company dated 16 July 2015;

(ix) a placing agreement dated 22 July 2015 entered into between the Company and AMTD Asset pursuant to which AMTD Asset agreed to act as the placing agent, on a best effort basis, for the purposes of arranging placees to subscribe for bonds of the Company up to an aggregate principal amount of HK$50,000,000. Details of the transaction were disclosed in the announcement of the Company dated 22 July 2015;

(x) the acquisition agreement dated 10 August 2015 entered into among the Company, Goldlink and Ms. ZHENG Xiuzhu (鄭秀珠) pursuant to which Goldlink conditionally agreed to acquire, and Ms. Zheng Xiuzhu conditionally agreed to sell, the share of Energy Shell Limited at the consideration of HK$158,000,000, of which HK$17,500,000 shall be satisfied by cash, HK$40,000,000 shall be satisfied by the promissory note and the balance of HK$100,500,000 shall be satisfied by the allotment and issue of 251,250,000 new shares of the Company at the issue price of HK$0.40 per share. Details of the transaction were disclosed in the announcement of the Company dated 10 August 2015;

(xi) a convertible bond subscription agreement dated 13 August 2015 between the Company and Templeton Strategic Emerging Markets Fund IV, LDC ("**Templeton**") pursuant to which Templeton conditionally agreed to subscribe, and the Company conditionally agreed to issue the convertible bonds in an aggregate principal amount of HK$116,000,000 at the price equivalent to 100% of the aggregate principal amount of the convertible bond at which the convertible bond shall be subscribed. Details of the transaction were disclosed in the announcement of the Company dated 13 August 2015;

(xii) the sale and purchase agreement dated 21 September 2015 entered into between Goldlink and the Trade Oasis Holdings Limited ("**Trade Oasis**") pursuant to which Goldlink conditionally agreed to acquire, and Trade Oasis conditionally agreed to sell, the share of Faster Success Global Limited at the Consideration of RMB13,000,000, of which RMB5,500,000 shall be satisfied by cash and the balance of RMB7,500,000 shall be satisfied by the allotment and issue of 24,019,737 new shares of the Company at the issue price of HK$0.38 per share. Details of the transaction were disclosed in the announcement of the Company dated 21 September 2015;

(xiii) a convertible bond subscription agreement dated 30 November 2015 between the Company and Templeton pursuant to which Templeton conditionally agreed to subscribe, and the Company conditionally agreed to issue the convertible bonds in an aggregate principal amount of HK$15,000,000 at the price equivalent to 100%

of the aggregate principal amount of the convertible bond at which the convertible bond shall be subscribed. Details of the transaction were disclosed in the announcement of the Company dated 30 November 2015;

(xiv) a convertible bond subscription agreement dated 4 December 2015 between the Company and Haitong pursuant to which Haitong conditionally agreed to subscribe, and the Company conditionally agreed to issue the convertible bonds in an aggregate principal amount of HK$200,000,000 at the price equivalent to 100% of the aggregate principal amount of the convertible bond at which the convertible bond shall be subscribed. Details of the transaction were disclosed in the announcement of the Company dated 4 December 2015;

(xv) an acquisition agreement dated 11 December 2015 among the Company, Goldlink and Huang Liedan pursuant to which Goldlink conditionally agreed to acquire and Huang Liedan conditionally agreed to sell, the entire issued share capital of Fox Smart Ltd., in consideration of HK$136,000,000. Details of the transaction were disclosed in the announcement and the circular of the Company dated 11 December 2015 and 25 February 2016, respectively;

(xvi) an acquisition agreement dated 5 January 2016 entered into between the Company and BGGCL pursuant to which the Company conditionally agreed to acquire, and BGGCL agreed to sell, the entire issued share capital of a company to be incorporated in the BVI by BGGCL at a total consideration of HK$152,000,000 to be satisfied by the Group allotment and issue of 337,777,778 consideration shares in the Company. Details of the transaction were disclosed in the announcement and the circular of the Company dated 6 January 2016 and 29 February 2016, respectively;

(xvii) a subscription agreement dated 5 January 2016 entered into between the Company and BGGCL pursuant to which (i) BGGCL or its designated wholly-owned subsidiary agreed to conditionally subscribe, and the Company conditionally agreed to issue the convertible bond in an aggregate principal amount of HK$350,000,000 at the issue price; and (ii) based on the initial conversion price of HK$0.45 per conversion share and assuming full conversion of the convertible bond, a maximum number of 777,777,777 conversion shares will be allotted and issued by the Company. Details of the transaction were disclosed in the announcement and the circular of the Company dated 6 January 2016 and 29 February 2016, respectively;

(xviii) a share subscription agreement dated 5 January 2016 entered into between the Company and BGGCL pursuant to which BGGCL or its designated wholly-owned subsidiary agreed to conditionally subscribe and pay for 2,155,555,555 fully paid subscription shares of the Company at the subscription price of HK$0.45 per subscription share. Details of the transaction were disclosed in the announcement and the circular of the Company dated 6 January 2016 and 29 February 2016, respectively; and

(xix) a sale and purchase agreement dated 27 June 2016 entered into between the Company and Tian Feng International Limited pursuant to which the Company has conditionally agreed to sell, and Tian Feng International Limited has conditionally agreed to purchase the 25% equity interest in Legon Ventures Limited, in consideration of HK$16,500,000 which is to be satisfied partly by cash and partly by the promissory note in the principal amount of HK$10,000,000. Details of the transaction were disclosed in the announcement and the circular of the Company dated 27 June 2016 and 24 August 2016, respectively; and

(xx) a convertible bond subscription agreement dated 16 December 2016 between the Company and Talent Impact Enterprises Corp. ("**Talent Impact**") pursuant to which Talent Impact conditionally agreed to subscribe, and the Company conditionally agreed to issue the convertible bonds in an aggregate principal amount of HK$200,000,000 at the price of HK$0.67 per Conversion Share. Details of the transaction were disclosed in the announcement of the Company dated 16 December 2016.

Save as disclosed above, no other material contract had been entered into by the Group within the two years immediately preceding the date of this circular.

6. LITIGATION AND POSSIBLE LEGAL ACTION

As at the Latest Practicable Date, no member of the Group is engaged in any litigation or claim of material importance and, so far as the Directors are aware, no litigation or claim of material importance is pending or threatened by or against any member of the Group.

7. COMPETING BUSINESS

As at the Latest Practicable Date, none of the Directors or their respective associates has any interests, either direct or indirect, in any assets which had been or were proposed to be acquired, disposed of by or leased to any member of the Group since 31 December 2015, the date to which the latest published audited financial statements of the Company were made up, nor do they have any interest in any business that competes or is likely to compete with the business of the Group.

8. MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors are not aware of any material adverse change in the financial or trading position of the Group since 31 December 2015, the date to which the latest published audited consolidated financial statements of the Group were made up.

9. EXPERT AND CONSENT

The following is the qualifications of the expert who has given opinions or advices which are contained or referred to in this circular:

Name	Qualification
Donvex Capital	A licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity as defined under the SFO

As at the Latest Practicable Date, Donvex Capital had given and had not withdrawn its written consent to the issue of this circular with the inclusion herein of its opinions or reports or letters, as the case may be, and references to its names in the form and context in which they are included.

As at the Latest Practicable Date, Donvex Capital did not have any shareholding in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

As at the Latest Practicable Date, Donvex Capital did not have any interests, either direct or indirect, in any assets which had been or were proposed to be acquired, disposed of by or leased to any member of the Group since 31 December 2015, the date to which the latest published audited financial statements of the Company were made up.

10. MISCELLANEOUS

(a) The company secretary of the Company is Mr. Siew Chun Fai, who is a member of the Hong Kong Institute of Certified Public Accountants, CPA Australia and the Chartered Accountants Australia and New Zealand.

(b) The registered office of the Company is situated at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and the headquarters and the principal place of business of the Company in Hong Kong is situated at Room 1411, 14/F, New World Tower I, 16–18 Queen's Road Central, Hong Kong respectively.

(c) The Hong Kong branch share registrar and transfer office of the Company is Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

(d) The Singapore share transfer agent of the Company is Boardroom Corporate & Advisory Services Pte. Ltd., 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623.

(e) The English text of this circular shall prevail over the Chinese text.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be made available for inspection at the office of the Company at Room 1411, 14/F, New World Tower I, 16–18 Queen's Road Central, Central, Hong Kong during normal business hours on any Business Day from the date of this circular up to and including the date of the SGM:

(a) this circular;

(b) the Master Agreement;

(c) the Memorandum of Association and the Bye-laws of the Company;

(d) the letter from the Independent Board Committee set out on pages 14 to 15 of this circular;

(e) the letter from Donvex Capital set out on pages 16 to 25 of this circular;

(f) the written consents from experts as referred to in the paragraph headed "Experts and Consents" in this appendix;

(g) the material contracts referred to in the above paragraph headed "Material Contracts" in this appendix; and

(h) the circular of the Company issued pursuant to Chapter 14 and/or Chapter 14A of the Listing Rules since 31 December 2015.

Blue Sky Power Holdings Limited
藍天威力控股有限公司

(Incorporated in Bermuda with limited liability)

(Hong Kong Stock Code: 6828)
(Singapore Stock Code: UQ7)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the special general meeting (the "**SGM**") of Blue Sky Power Holdings Limited (the "**Company**") will be held at Level 9, Central Building, 1–3 Pedder Street, Central, Hong Kong on Wednesday, 8 February 2017 at 11:00 a.m. for the purpose of considering and, if thought fit, passing with or without amendments, the following resolution of the Company:

Any shareholder of the Company (the "**Shareholder**"), person being a depository agent or a holder of a securities account maintained with The Central Depository (Pte) Limited ("**Depositor**") or proxy who wishes to attend, speak and vote at the SGM may do so via video conferencing at Level 30, Singapore Land Tower, 50 Raffles Place, Singapore 048623. The person attending the said video conference will be able to pose questions to the Company management and to comment on issues on the SGM's agenda. Please be on time to avoid disrupting the SGM as the SGM will commence at the stipulated time.

ORDINARY RESOLUTION

1. "**THAT**:

   (a) the execution of the agreement dated 21 November 2016 (the "**Master Agreement**") entered into between 安徽正威力能源有限公司 (Anhui Power Energy Company Limited*) ("**Anhui Power Energy**"), an indirect wholly-owned subsidiary of the Company, and 北京燃氣綠源達清潔燃料有限公司 (Beijing Gas Lu Yuan Da Clean Fuel Company Limited*) ("**Beijing Luyuanda**"), pursuant to which Anhui Power Energy has conditionally agreed to sell, and the Purchaser has conditionally agreed to purchase LNG for a term of three years from 1 January 2017 to 31 December 2019 (both days inclusive) (the "**CCT**"), and all transactions contemplated thereunder and in connection therewith and any other ancillary documents, be and are hereby approved, confirmed and ratified;

   (b) the annual caps of the CCT for each of the three financial years ending 31 December 2017, 2018 and 2019 be and are hereby approved; and

(c) any one director of the Company be and is hereby generally and unconditionally authorized for and on behalf of the Company to sign, seal, execute, perfect, perform and deliver all such documents, deeds, agreements and instruments, to agree to such amendments, variations or extension to the Master Agreement and do all such acts, matters and things and take all such steps as he may in his discretion consider necessary, expedient or desirable to implement and/or to give effect to the Agreement (and the transactions contemplated thereunder) as he may in his absolute discretion consider to be desirable and in the interests of the Company."

By order of the Board
Blue Sky Power Holdings Limited
Cheng Ming Kit
Co-chairman

Hong Kong, 18 January 2017

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

Principal place of business in Hong Kong:
Rooms 1411, 14/F
New World Tower I
16–18 Queen's Road Central
Hong Kong

Notes:

1. A Singapore proxy form (for Singapore Shareholders), a Hong Kong proxy form (for Hong Kong Shareholders) or a Depositor proxy form (for Depositors) is enclosed herewith.

2. A Shareholder entitled to attend and vote at the SGM who is a holder of two or more shares is entitled to appoint no more than two proxies to attend and vote on his/her behalf. If a Shareholder is the Depository or a clearing house (in each case, as defined in the bye-laws of the Company) (or its nominees(s)), the Depository or a clearing house (or its nominee(s)) may appoint more than two proxies to attend and vote at the SGM. A proxy need not be a member of the Company.

3. A Shareholder (other than The Central Depository (Pte) Limited or a clearing house or its nominee(s)) in Singapore who wishes to appoint a proxy should complete the attached Singapore proxy form. Thereafter, the Singapore proxy form must be lodged at the office of the Company's Singapore share transfer agent, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623, not less than 48 hours before the time appointed for the SGM.

4. A Shareholder in Hong Kong who wishes to appoint a proxy should complete the attached Hong Kong proxy form. Thereafter, the Hong Kong proxy form must be lodged at the office of the Company's branch share registrar and transfer office in

Hong Kong, Tricor Investor Services Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, not less than 48 hours before the time appointed for the SGM.

5. A Depositor whose name appears in the Depository Register (as defined in Section 81 SF of the Securities and Futures Act (Cap. 289) of Singapore) and who is unable to attend personally but wishes to appoint a nominee to attend and vote on his behalf, or if such Depositor is a corporation, should complete the attached Depositor proxy form and lodge the same at the office of the Company's Singapore share transfer agent, Boardroom Corporate & Advisory Services Pte. Ltd., at 50 Raffles Place, #32–01 Singapore Land Tower, Singapore 048623, not later than 48 hours before the time appointed for the SGM.

6. Where a Shareholder appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified.

7. The instrument appointing a proxy shall be in writing under the hand of the appointor or by his/her attorney duly authorised in writing. If a Shareholder or Depositor is a corporation, the instrument appointing a proxy must be executed under seal or the hand of its duly authorised officer or attorney.

8. Completion and return of the Singapore proxy form, the Hong Kong proxy form or the Depositor proxy form will not preclude members from attending and voting in person at the meeting or at any adjournment thereof (as the case may be) should they so wish, and in such event, such proxy form shall be deemed to be revoked.

9. Where there are joint holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

As at the date of this notice, the executive directors of the Company are Mr. Cheng Ming Kit, Mr. Sze Chun Lee, Mr. Hung Tao, Mr. Hu Xiaoming and Mr. Tam Man Kin; the non-executive director of the Company is Mr. Zhi Xiaoye; and the independent non-executive directors of the Company are Mr. Lim Siang Kai, Mr. Wee Piew and Mr. Ma Arthur On-hing.