



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. (the “Company”) will be held at 21st Floor, Far East Finance Centre, 16 Harcourt Road, Hong Kong on Wednesday, 30th November, 2005 at 11:30 a.m. for the purpose of considering and, if thought fit, passing, with or without modifications, the following resolutions as ordinary resolutions or, as the case may be, special resolution of the Company:

ORDINARY RESOLUTIONS

1. “THAT

- (i) the agreement dated 9th September, 2005 (the “Chia Tai Food Packaged Food and Poultry Products New Supply Agreement”) 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 廣州易初蓮花連鎖超市有限公司 (Chia Tai-Lotus (Guangzhou) Investment Company Limited) (“Guangzhou Lotus”), pursuant to which Chia Tai Food has agreed to supply packaged food, poultry products and processed meat, on an ongoing basis, to Guangzhou Lotus, (a copy of which is produced to the meeting marked “A” and initialled by the chairman of the meeting for identification purpose), the terms of the Chia Tai Food Packaged Food and Poultry Products New Supply Agreement and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company, if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and
- (ii) the proposed annual caps in relation to the transactions under the Chia Tai Food Packaged Food and Poultry Products New Supply Agreement for the two month period of November and December, 2005 and each of the two financial years ending 31st December, 2006 and 31st December, 2007 being HK\$1,000,000, HK\$6,600,000 and HK\$7,260,000, respectively be and are hereby approved.”

2. “THAT

- (i) the agreement dated 9th September, 2005 (the “First Qingdao Chia Tai Chicken and Processed Meat New Supply Agreement”) entered into between 青島正大有限公司 (Qingdao Chia Tai Company Limited) (“Qingdao Chia Tai”) and 廣州易初蓮花連鎖超市有限公司 (Chia Tai-Lotus (Guangzhou) Investment Company Limited) (“Guangzhou Lotus”), pursuant to which Qingdao Chia Tai has agreed to supply chicken and processed meat, on an ongoing basis, to Guangzhou Lotus, (a copy of which is produced to the meeting marked “B” and initialed by the chairman of the meeting for identification purpose), the terms of the First Qingdao Chia Tai Chicken and Processed Meat New Supply Agreement and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company, if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and
- (ii) the proposed annual caps in relation to the transactions under the First Qingdao Chia Tai Chicken and Processed Meat New Supply Agreement for the two month period of November and December, 2005 and each of the two financial years ending 31st December, 2006 and 31st December, 2007 being HK\$5,200,000, HK\$34,320,000 and HK\$37,752,000, respectively be and are hereby approved.”

3. “THAT

- (i) the agreement dated 9th September, 2005 (the “Ningbo Chia Tai Edible Oil New Supply Agreement”) 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 廣州易初蓮花連鎖超市有限公司 (Chia Tai-Lotus (Guangzhou) Investment Company Limited) (“Guangzhou Lotus”), pursuant to which Ningbo Oil has agreed to supply edible oil, on an ongoing basis, to Guangzhou Lotus, (a copy of which is produced to the meeting marked “C” and initialed by the chairman of the meeting for identification purpose), the terms of the Ningbo Chia Tai Edible Oil New Supply Agreement and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company, if the common

seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and

(ii) the proposed annual caps in relation to the transactions under the Ningbo Chia Tai Edible Oil New Supply Agreement for the two month period of November and December, 2005 and each of the two financial years ending 31st December, 2006 and 31st December, 2007 being HK\$5,000,000, HK\$33,000,000 and HK\$36,300,000, respectively be and are hereby approved.”

4. **“THAT** the annual caps under the Shanghai Lotus Chicken and Processed Meat Purchase (2) Agreement (as defined in the circular of the Company dated 27th October, 2005 of which this notice forms part) for each of the three financial years ending 31st December, 2005, 31st December, 2006 and 31st December, 2007 be increased to HK\$50,000,000, HK\$55,000,000 and HK\$60,500,000, respectively.”
5. **“THAT** the annual caps under the Shanghai Lotus Duck and Processed Meat Purchase Agreement (as defined in the circular of the Company dated 27th October, 2005 of which this notice forms part) for each of the three financial years ending 31st December, 2005, 31st December, 2006 and 31st December, 2007 be increased to HK\$3,500,000, HK\$3,850,000 and HK\$4,235,000, respectively.”
6. **“THAT** the supplemental agreement dated 9th September, 2005 (the “Supplemental Agreement”) entered into between 上海易初蓮花連鎖超市有限公司 (Shanghai Lotus Supermarket Chain Store Co., Ltd) and 香河正大有限公司 (Xianghe Chia Tai Co., Ltd.), to amend the Shanghai Lotus Duck and Processed Meat Purchase Agreement (as defined in the circular of the Company dated 27th October, 2005 of which this notice forms part) to include duck down in the types of product to be supplied and purchased thereunder, (a copy of which is produced to the meeting marked “D” and initialed by the chairman of the meeting for identification purpose), the terms of the Supplemental Agreement and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company, if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder.”

SPECIAL RESOLUTION

7. **“THAT** the bye-laws of the Company be amended as follows:

(i) Bye-law 77

By deleting bye-law 77 in its entirety and substituting therefor the following:

“Without prejudice to the power of the Company in general meeting in pursuance of any of the provisions of these Bye-Laws to appoint any person to be a Director and subject to the Companies Act, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or, subject to the number of Directors determined for the time being by the Company in general meeting, as an addition to the existing Board. Any Director so appointed by the Board shall hold office only until the next following general meeting (in the case of filling a casual vacancy) or until the next following annual general meeting (in the case of an addition to their number) and shall then be eligible for re-election but shall not be taken into account in determining the Directors or the number of Directors who are to retire by rotation at such meeting.”; and

(ii) Bye-law 82

By deleting bye-law 82 in its entirety and substituting therefor the following:

“Subject to the provisions of Bye-Law 77 and subject to the manner of retirement by rotation of Directors as from time to time prescribed under the Listing Rules, at every annual general meeting one-third of the Directors for the time being or, if their number is not a multiple of three, then the number nearest to but not less than one-third shall retire from office, such that each Director to retire (including those appointed for a specific term) shall be subject to retirement by rotation at least once every three years at the annual general meeting of the Company. A Director retiring at a meeting shall retain office until the close of the meeting.”

By Order of the Board
Robert Ping-Hsien Ho
Director

Hong Kong, 27th October, 2005

As at the date of this notice, the Board of the Company comprises twelve executive Directors, namely Mr. Sumet Jiaravanon, Mr. Dhanin Chearavanont, Mr. Thanakorn Seriburi, Mr. Meth Jiaravanont, Mr. Anan Athigapanich, Mr. Damrongdej Chalongphuntarat, Mr. Robert Ping-Hsien Ho, Mr. Bai Shanlin, Mr. Soopakij Chearavanont, Mr. Nopadol Chiaravanont, Mr. Benjamin Jiaravanon and Mr. Narong Chearavanont, and three independent non-executive Directors, namely Mr. Ma Chiu Cheung, Andrew, Mr. Kowit Wattana and Mr. Sombat Deo-isres.

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 branch share 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 any 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.