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

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

**If you have sold or transferred** all your shares in **Sichuan Expressway Company Limited\*** (the “Company”), you should at once hand this circular and the accompanying form of proxy and the reply slip to the purchaser or transferee or to the bank, licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or the transferee.

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

This circular is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.

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**四川成渝高速公路股份有限公司**  
**Sichuan Expressway Company Limited\***

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

(Stock Code: 00107)

**(1) CONTINUING CONNECTED TRANSACTION**  
**AND**  
**(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

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



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Capitalised terms used in this cover shall have the same meanings as those defined in the circular.

A letter from the Board is set out on pages 1 to 20 of this circular. A letter from the Independent Board Committee to the Independent Shareholders is set out on pages 21 to 22 of this circular. A letter from Halcyon Capital Limited, the Independent Financial Adviser, containing its advice to the Independent Board Committee and the Independent Shareholders is set out on pages 23 to 41 of this circular.

A notice convening the EGM to be held at 3:30 p.m. on 21 February 2019 (Thursday) at Room 420, 4th Floor, 252 Wuhouci Da Jie, Chengdu, Sichuan Province, the People's Republic of China (the “PRC”) is set out on pages 47 to 49 of this circular.

A form of proxy for use at the EGM is enclosed with this circular and such form of proxy is also published on the websites of The Stock Exchange of Hong Kong Limited and the Company. If you intend to appoint a proxy to attend the EGM, you are required to complete and return the form of proxy enclosed with this circular in accordance with the instructions printed thereon. For the holders of H Shares, the form of proxy should be returned to the Company's H Share Registrar, Hong Kong Registrars Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong and in any event not less than 24 hours before the time appointed for convening the EGM (or any adjournment thereof) or 24 hours before the time appointed for the passing of the resolutions. Completion and return of the form of proxy will not preclude you from attending and voting in person at the EGM or any adjournment thereof should you so wish.

4 January 2019

\* *For identification purposes only*

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## DEFINITIONS

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

“A Share(s)”	ordinary shares of the Company with a nominal value of RMB1.00 each, which are issued in the PRC, subscribed for in RMB and listed on the Shanghai Stock Exchange (stock code: 601107)
“associate(s)”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors of the Company
“Company”	Sichuan Expressway Company Limited* (四川成渝高速公路股份有限公司), a joint stock limited company incorporated in the PRC with limited liability, the H Shares and A Shares of which are listed on the Stock Exchange and the Shanghai Stock Exchange respectively
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Construction Framework Agreement”	the construction framework agreement entered into between the Company and STIG on 30 October 2018
“Construction Works”	the construction works contracted by STIG from the Group under the Construction Framework Agreement, details of which are set out in the section of major terms of the Construction Framework Agreement – Content of Transaction
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened to consider and approve, among others, the Construction Framework Agreement and the transactions contemplated thereunder, the notice of which is set out on pages 47 to 49 of this circular

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## DEFINITIONS

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“Expansion Project”	The expansion construction project of Chengdu-Leshan Expressway
“Group”	the Company and its subsidiaries
“H Share(s)”	overseas listed foreign shares of the Company with a nominal value of RMB1.00 each, which are issued in Hong Kong, subscribed for in Hong Kong dollars and listed on the Main Board of the Stock Exchange (stock code: 00107)
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	an independent committee of the Board comprising all the independent non-executive Directors
“Independent Financial Adviser” or “Halcyon Capital”	Halcyon Capital Limited, a licensed corporation under the Securities and Futures Commission to carry out type 6 (advising on corporate finance) regulated activity under the SFO, and the independent financial adviser to the Independent Board Committee and the Independent Shareholders in respect of the Construction Framework Agreement and the transactions contemplated thereunder
“Independent Shareholders”	Shareholders who are not required to abstain from voting on relevant resolutions at the EGM due to their material interests in the Construction Framework Agreement
“Latest Practicable Date”	27 December 2018, being the latest practicable date for ascertaining information referred to in this circular prior to its publication
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“PRC” or “China”	the People’s Republic of China, for the purpose of this circular, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan

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## DEFINITIONS

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“Previous Construction Framework Agreement”	the construction framework agreement entered into between the Company and STIG on 30 October 2017
“RMB”	renminbi, the lawful currency of the PRC
“STIG”	Sichuan Transportation Investment Group Corporation Limited* (四川省交通投資集團有限責任公司)(previously known as Sichuan Communications Investment Group Company Limited*), the controlling shareholder of the Company
“STIG Group”	STIG and its subsidiaries (other than the Group)
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	A Shares and H Shares
“Shareholder(s)”	registered holder(s) of the Shares
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Supervisor(s)”	the supervisors of the Company
“TCC”	Sichuan Trading Construction Engineering Co., Ltd.* (四川交投建設工程股份有限公司), which is now owned as to 95% by STIG (directly and through its wholly-owned subsidiaries) and 5% by the Company.  TCC was owned as to 51% by the Company and 49% by STIG. On 31 March 2017, the Company entered into an equity transfer agreement to transfer 46% of its equity interest in TCC to STIG and the equity transfer has been completed
“%”	per cent

\* For identification purposes only



四川成渝高速公路股份有限公司  
Sichuan Expressway Company Limited\*

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

(Stock Code: 00107)

*Executive Directors:*

Mr. Zhou Liming (*Chairman*)  
Mr. Gan Yongyi (*Vice Chairman*)  
Mr. Luo Maoquan

*Non-executive Directors:*

Mr. Zheng Haijun (*Vice Chairman*)  
Mr. Tang Yong  
Mr. Huang Bin  
Mr. Wang Shuanming  
Mr. Ni Shilin

*Independent Non-executive Directors:*

Mr. Sun Huibi  
Mr. Guo Yuanxi  
Mr. Yu Haizong  
Madam Liu Lina

*Legal Address:*

252 Wuhouci Da Jie  
Chengdu  
Sichuan Province  
The PRC  
Post code: 610041

4 January 2019

*To the Shareholders*

Dear Sir or Madam,

**(1) CONTINUING CONNECTED TRANSACTION  
AND  
(2) NOTICE OF EXTRAORDINARY GENERAL MEETING**

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## LETTER FROM THE BOARD

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### I. INTRODUCTION

Reference is made to the Company's announcement dated 30 October 2018 in relation to the Construction Framework Agreement entered into between the Company and STIG on 30 October 2018.

The purpose of this circular is to provide you with information regarding the resolutions proposed at the EGM in relation to (i) further details of the Construction Framework Agreement; (ii) a letter setting out the opinions and recommendations from the Independent Board Committee to the Independent Shareholders regarding the Construction Framework Agreement; (iii) the advice provided by Halcyon Capital to the Independent Board Committee and the Independent Shareholders regarding the Construction Framework Agreement; and (iv) a notice convening the EGM.

### II. CONNECTED TRANSACTION – CONSTRUCTION FRAMEWORK AGREEMENT

As the Previous Construction Framework Agreement entered into between the Company and STIG will expire on 31 December 2018, the Company and STIG entered into the Construction Framework Agreement on 30 October 2018, pursuant to which, STIG Group shall contract certain construction services from the Group for the period from 1 January 2019 to 31 December 2019.

The major terms of the Construction Framework Agreement are set out as follows:

Date: 30 October 2018

Term: 1 January 2019 to 31 December 2019

Parties: the Company; and  
STIG

Content of Transaction: STIG Group shall contract the Construction Works from the Group, including the following construction works:

- (A) Contracting and subcontracting of construction works of expressways (including roads, bridges, tunnels, etc.) and ancillary facilities (including auxiliary and supporting water supply and drainage, power supply and distribution, communication, terrace and other facilities for buildings including management offices, toll stations and service areas), which includes:

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## LETTER FROM THE BOARD

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- (i) construction works of expressways and ancillary facilities (including restructuring and construction extension);
  - (ii) daily maintenance works of expressways and ancillary facilities;
  - (iii) large and medium scale repair and maintenance works of expressways and ancillary facilities;
  - (iv) emergency or rescue works of expressways and ancillary facilities.
- (B) Contracting and subcontracting of municipal construction works, which includes: construction works such as urban roads, squares, parks, land consolidation and others.

The above construction works include the tender and bidding projects conducted pursuant to the laws of the PRC.

Pricing policy:

1. For transactions excluding emergency rescue construction works

The final consideration will be determined through procedures for tender and bidding. The procedures for tender and bidding refer to the processes of invitation for tender, bid submission, bid opening, bid evaluation and bid granting implemented by the tenderer and bidder pursuant to the relevant rules and regulations of the PRC, which is subject to the inspection of relevant departments of the PRC government. In relation to the Construction Framework Agreement, the Group shall act as the tenderer via the business department of the responsible construction unit of the Company and its subsidiaries, and the bid evaluation panel (comprised of bid evaluation experts and subject to the supervision of the government administration authorities of PRC) will select the contractor for the construction works (excluding emergency rescue construction works) by conducting a comparison of the prices and service terms offered by all bidders so as to grant the construction works to the bidder who offers the best price and/or the service terms pursuant to the bid evaluation methods publicly published in the tender documents.



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## LETTER FROM THE BOARD

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If special requirements are made by the tenderer, the tenderer could set out requirements on construction projects, bidders' experience, historical achievements and abilities and other information based on the principle of non-exclusivity pursuant to the relevant regulations in the process of open tender and bidding for all bidders' reference. The Group will not proceed with the transaction if STIG Group is the only bidder. With reference to the Tender and Bidding Law (《招標投標法》), if there are less than three bidders, the tenderer shall invite bids again. As such, there shall be three or more units applying for bidding and submitting bidding documents during the process of tender and bidding. Pursuant to the Provisions on Tender and Bidding of Construction Projects (Order 30 of Seven Ministries) (《工程建設項目施工招標投標辦法(七部委30號令)》), if there are still less than three bidders in the rebidding, (i) for construction projects that are subject to examination and approval by the original examination and approval department of the PRC, the tenderer may not need to proceed with tender procedure after obtaining approval; or (ii) other than construction projects classified in (i), the tenderer may decide not to proceed with tender procedure at its own discretion.

If STIG Group satisfies all the requirements of the Group (as the tenderer) in relation to the qualifications, experience, strength and track record of the bidders, and participates in the bidding and eventually becomes the successful bidder, the transaction price will be the price for the construction works as specified in the tender document of STIG Group. The transaction price is scrutinised and eventually confirmed in accordance with the same objective standard through the tendering mechanism which is also conducted on a non-exclusive basis.

Therefore, the aforementioned pricing mechanism will ensure that the price of the transaction arrangement under the Construction Framework Agreement is fair and reasonable, and no less favorable than those provided by any independent third party.

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## LETTER FROM THE BOARD

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2. For transactions for emergency rescue construction works

Tender may not be carried out pursuant to relevant regulations in the PRC under special circumstances involving national security, emergency rescue and disaster relief, and for projects which are not applicable to tender in accordance with the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法》), the Regulations on the Implementation of the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招標投標法實施條例》) (Order of the State Council No. 613), Opinions on Further Regulations on Tender and Bidding Activities (《關於進一步規範招投標活動的若干意見》)(Guoban Fa (2004) No. 56) and other rules and regulations. Hence, emergency rescue construction works under the Construction Framework Agreement need not be carried out by tender pursuant to the aforesaid regulations.

For emergency rescue construction works under the Construction Framework Agreement, where the Group is the contract letting party and STIG Group is the contractor of construction works, the consideration is determined by the relevant business department of the responsible construction unit of the Company and its subsidiaries which should be the same as the most recent bidding prices of similar type of construction works. The bidding prices of recent similar type of construction works refer to the bidding prices of recent similar type of construction works (including but not limited to general condition of construction works, technical standard adopted in the construction, anticipated construction period and engineering quantity, etc.) determined through procedures for tender and bidding held by the Group or an independent third party which STIG Group participated in.

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## LETTER FROM THE BOARD

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In practice, due to the uniqueness of each piece of construction work, it may be difficult to find a recent project which is directly comparable. If the bidding price of similar type of construction works is not available, the consideration shall be determined by the pricing consulting agencies (primarily a public institution or state-owned enterprise, being an independent third party under supervision and administration from the government administrative authorities of PRC and with relevant professional qualification) in accordance with the pricing basis and methods issued by the national or provincial authorities of the PRC.

### 3. Government Prescribed Price or Guidance Price

Under the Price Law of the People's Republic of China (《中華人民共和國價格法》), the government may implement government prescribed price or guidance price for special goods and services when necessary.

If there is corresponding government prescribed price or guidance price for the target subject of the construction works transaction (such government prescribed price or guidance price will be promulgated, in accordance with the requirements of relevant laws and regulations or notice from relevant government administrative authorities from time to time), the Company will execute government prescribed price or guidance price in priority.

As of the Latest Practicable Date, none of the construction works transactions signed or executed by the Company is subject to the above government prescribed price or guidance price by government authorities. Parties to the agreement shall execute the prescribed price or guidance price of the government authority in priority if any future prescribed price or guidance price of the government authority is applicable to the relevant transaction.

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## LETTER FROM THE BOARD

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Payment terms: The payment terms are determined based on the general condition of the construction site, construction works progress and technical standard of construction works, which are disclosed to all potential bidders (including connected persons and independent third parties) under the tender documents.

After the winner of the tender is decided, both parties will then determine the specific payment method according to the payment terms set out in the tender documents. Payment terms are determined on normal commercial terms and in a fair and reasonable manner, and shall be the same regardless of whether the winner of the tender is a connected person or an independent third party. Normally, the contract letting party shall pay to the contractor progress payment within 28 days upon receiving the application for bill of progress payment by the supervisor, being an independent third party responsible for the supervision of the construction progress.

According to the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法》), the supervisors of projects involving large-scale infrastructure, public utilities and other projects which are related to public interests and public safety must be recruited through procedures for tender and bidding. Accordingly, the supervisors of the projects pursuant to the Construction Framework Agreement would be recruited through procedures for tender and bidding (which are similar to the procedures for tender and bidding adopted in recruiting and engaging contractors for construction works pursuant to the Construction Framework Agreement). A bid evaluation panel (comprised of bid evaluation experts and subject to the supervision of the government administration authorities of PRC) will select the supervisor for the construction works by conducting a comparison of the prices and service terms offered by all bidders so as to grant the contract to the bidder who offers the best price and/or the service terms pursuant to the bid evaluation methods publicly published in the tender documents.

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## LETTER FROM THE BOARD

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On the other hand, the Regulations on the Qualifications of Highway or Water Transport Engineering Supervision Enterprises (《公路水運工程監理企業資質管理規定》) have laid down the qualifications which supervision enterprises are required to possess in order to become supervisor of different projects. The qualifications of supervisor cover different areas of construction works, which include but not limited to construction of bridges, tunnels, mechanical and electrical engineering for highways etc. In recruiting and engaging supervisors, the relevant departments of the Group would ensure that the tender documents stipulate the requisite qualifications and that the supervisors possess the relevant qualifications and experience.

Conditions precedent: The effectiveness of the agreement is conditional upon, among other things, the Company having complied with the requirements under the listing rules of the Stock Exchange and the Shanghai Stock Exchange in relation to continuing connected transactions, which include but not limited to reporting, announcement and/or Independent Shareholders' approval requirements.

### III. ANNUAL CAP AND BASIS FOR DETERMINING THE ANNUAL CAP

Having considered the following factors and aggregated the estimated annual transaction amounts for the year ending 31 December 2019 for each of the constructions in progress and constructions to be granted over the next year, the Directors propose that the annual cap for the Construction Framework Agreement for the year ending 31 December 2019 shall be as follows:

	<b>Annual Cap</b> <i>RMB ('000)</i>
For the year ending 31 December 2019	5,120,000

#### **Basis for Determining the Annual Cap**

In determining the annual cap for the Construction Framework Agreement, the Directors have considered a number of factors including: (i) the historical transaction amounts under the Previous Construction Framework Agreement; (ii) the construction and maintenance plans for each of the expressways of the Group for the year ending 31 December 2019; (iii) the business development plan of the Group, including the projects proposed under the agreements of strategic cooperation intentions entered into between the Group and government authorities at different levels and other potential projects the Group observed in the market in which it can participate; and (iv) the potential business development of the Group.

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## LETTER FROM THE BOARD

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Although independent third parties and STIG Group have equal opportunities in the bidding, in order to ensure the 2019 annual cap remains sufficient, the Directors prudently assumed a 100% success rate of STIG Group being awarded with the contracts for the year ended 31 December 2019.

Pursuant to the relevant tendering rules and regulations in the PRC, the processing time between publication of the tender result and entering into of the relevant construction agreement shall be within 30 days. Thus, should the annual cap does not build in a 100% success rate of STIG Group being awarded with the contracts, and in case the annual cap has been fully utilized, STIG Group will not be able to participate in the remaining tender announced during the year, taking into account the time required for refreshing the annual cap. The procedures required for refreshing the annual cap, including but not limited to obtaining Shareholder's approval (of which the notice period to convene a Shareholders' meeting would require more than 30 days) and other necessary steps to ensure compliance with the Listing Rules, are most likely to take more than 30 days to accomplish. As such, the Directors consider the above 100% success rate assumption is prudent and reasonable.

**(1) Basis of estimation**

- (a) When estimating the contract sum on expressway and ancillary facilities construction and municipal construction works to be entered into, the Directors have taken into account the anticipated expressways and ancillary facilities and municipal construction works contract to be awarded in the coming year by the Group.
- (b) When estimating the timing and contract sum for upcoming construction contracts to be awarded, the Directors made reference to the relevant government's municipal construction works development plan, the Group's expressway and ancillary facilities and municipal construction development plan.
- (c) The Directors have taken into account the latest construction progress of each project and the estimated amount to be recognized.
- (d) When estimating the maintenance work to be taken place during the relevant periods, the Directors made reference to the historical amounts of maintenance work taken place in the prior year and also made reference to the daily maintenance schedule of each of the expressway operated by the Group.

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## LETTER FROM THE BOARD

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(2) **Quantitative estimation**

The Directors prepared upcoming project participation schedules during the year ending 31 December 2019 which sets out (i) the nature of the projects; (ii) the progress revenue recognition estimated by the Directors for each of Group's on-going projects; and (iii) the expected total contract sum with estimated progress revenue recognition estimated by the Directors for each of the project expected to be participated by the STIG Group. By summing up the schedules, the Directors obtained a quantitation estimation of the annual cap required, details as follow:

- (a) The Directors estimated that the transaction amount for projects under signed contracts to be recognized during 2019 pursuant to the construction plan and the latest construction progress would be RMB585.7 million, mainly including (i) the expansion project for Qinglongchang to Meishan trial section of Chengdu-Leshan Expressway; and (ii) municipal construction which includes, among others, local roads remediation.
- (b) The Directors estimated that the amount of upcoming projects to be awarded and recognized during 2019 pursuant to the construction plan and the estimated construction progress would be RMB4,258 million, which includes (i) the Expansion Project; and (ii) the projects which the Group observed in the market and might potentially participate in.
- (c) The Directors estimated that the amount of expressway maintenance work to be carried out during 2019 would be RMB274.1 million.
- (d) The Directors estimated a general buffer of RMB2.2 million catering for any unexpected pricing adjustment or variation orders for the construction works.

### **Historical Transaction Amount**

The recognized construction income received by STIG Group for providing the relevant construction works to the Group was as follows:

	<i>RMB ('000)</i>
For the period from 1 January 2017 to 31 December 2017	383,199
For the six months ended 30 June 2018	186,261

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## LETTER FROM THE BOARD

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The Directors are aware that the proposed annual cap for the Construction Framework Agreement represents a deviation from the actual transaction amount for the year ending 31 December 2017 and for the period ending 30 June 2018.

However, in view of the following, the Directors consider it necessary to acquire an annual cap of RMB5,120 million for the year ending 31 December 2019 for the Construction Framework Agreement.

- (i) STIG Group shall have equal opportunities as other independent third parties in participating in and winning and gaining the projects subject to tender under the Construction Framework Agreement. Thus, for prudent purpose, the Directors estimated a 100% success rate of tender for STIG Group. In case STIG Group is able to win each of the tenders which STIG Group participates, the annual cap for the year ending 31 December 2019 will still be sufficient.
- (ii) The annual cap for the Construction Framework Agreement amounted to RMB5,120 million, of which over 50% is attributed by certain sections of the Expansion Project. The Expansion Project was initially planned to commence in 2018, with a total estimated investment amounted to RMB23.1 billion with a development period of 3 years. To the best knowledge, information and belief of the Directors, as a result of certain findings in project environment evaluation report, the Ministry of Transport delayed the granting of official approval for commencement of the Expansion Project until the 2nd quarter of 2018. With the delay in granting of official approval, the Group could only commence the bidding and tendering process in June 2018 for one section of the Expansion Project. The Group confirms that STIG Group won the bid for the construction of one section of the Expansion Project at the tender price of approximately RMB3.3 billion and the formal construction contract has been entered into on 29 November 2018 (*Note*). The construction of the aforementioned section of the Expansion Project was commenced by the end of 2018 and other section(s) of the Expansion Project will also be up for tender from 2019 onwards.



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## LETTER FROM THE BOARD

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The Directors assume that STIG Group would successfully win the tender of approximately RMB3.3 billion when determining the annual cap. Regarding the construction contract of the Expansion Project between the Company and STIG Group with the sum of approximately RMB3.3 billion, it is estimated that construction works amounted to approximately RMB1.6 billion will be carried out in 2019 and hence such transaction amount has been taken into account in determining the 2019 annual cap. Regarding the remaining construction works of the Expansion Project to be carried out subsequent to 2019, if necessary, the Company will renew the construction framework agreement regarding the continuing connected transactions with STIG, estimate and incorporate the remaining transaction amount into the annual caps for upcoming years. The Company will also comply with relevant Listing Rules requirements, which include but not limited to the reporting and announcement requirements, and obtaining independent shareholders' approval in relation to the relevant annual caps. In case the resolution(s) regarding the Construction Framework Agreement (and the 2019 annual cap) and/or any of the subsequent construction framework agreements (and their respective corresponding annual caps) to be entered into between the Company and STIG are not approved by the Shareholders at the general meetings of the Company, the current intention of the Company is to seek feasible alternative (including but not limited to engaging other construction company(ies) to continue the construction of the Expansion Project).

- (iii) The Group have taken into account new projects estimated to be carried out and postponement or cancellation of projects as of the Latest Practicable Date. The Directors were not informed of any updates regarding new projects to be carried out or any potential postponement or cancellation of other construction projects.
- (iv) The Group considered that the maintenance work to be carried out for the year ending 31 December 2019 will be in accordance to the latest maintenance schedule (subject to the then weather condition) and up to the Latest Practicable Date, the Group is not aware of any information which would result in any material changes to be made on the current maintenance schedule.

In addition, the Directors are of the view that, as a construction company where its daily operation involves tender and bidding, and that progress of construction and maintenance works may vary due to uncertain factors such as climate and environment, it is inevitable that there may be difference in the proposed annual caps and the actual transaction amounts. Although the utilization rates of the 2018 annual cap is relatively low, the Directors consider it prudent and favorable to the Group to take into account the above-mentioned assumptions and uncertainties when determining the 2019 annual cap. Taking into account the above factors, the Directors consider the annual cap under the Construction Framework Agreement fair and reasonable.

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## LETTER FROM THE BOARD

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*Note:*

Regarding the construction contract with the sum of approximately RMB3.3 billion, it is estimated that construction works amounted to approximately RMB1.6 billion will be carried out in 2019 and the estimated transaction amount of RMB1.6 billion has been taken into account in determining the 2019 annual cap. Regarding the remaining construction works pursuant to the contract to be carried out subsequent to 2019, it is not feasible and prudent for the Company to predict the estimated transactions amounts as the progress of the construction works is subject to numerous factors, which include but not limited to potential change in government policies and regulations, adjustments regarding the planning of the Expansion Project, climate and environmental factors etc. The implementation of the contract may also be adjusted in view of the aforementioned factors. As such, regarding the remaining construction works, if necessary, the Company will renew the construction framework agreement regarding the continuing connected transactions with STIG, estimate and incorporate the remaining transaction amount into the annual caps for upcoming years. The Company will also comply with relevant Listing Rules requirements, which include but not limited to the reporting and announcement requirements, and obtaining independent shareholders' approval in relation to the obtaining of relevant annual caps. In case the resolution(s) regarding the Construction Framework Agreement (and the 2019 annual cap) and/or any of the subsequent construction framework agreements (and their respective corresponding annual caps) to be entered into between the Company and STIG are not approved by the Shareholders at the general meetings of the Company, the current intention of the Company is to seek feasible alternative (including but not limited to engaging other construction company(ies) to continue the construction of the Expansion Project).

#### **IV. REASONS FOR AND BENEFITS OF CONSTRUCTION FRAMEWORK AGREEMENT**

Based on the need of its business development, the Group intends to select contractors for its construction works mainly through tender and bidding. STIG Group may participate in such biddings in accordance with laws. Pursuant to the relevant PRC laws and regulations, construction works are primarily conducted by way of tender and bidding, by which all bidders have to comply with the prescribed time. In order to enable STIG Group to grasp the opportunities of the tenders organized by the Group from time to time and to ensure the Company's compliance with the relevant requirements under the Listing Rules, STIG entered into the Construction Framework Agreement with the Company. The Directors (including the independent non-executive Directors) consider that the Construction Framework Agreement is entered into in the ordinary and usual course of business of the Group and the terms as contained in the Construction Framework Agreement are normal commercial terms, which are arrived at after arm's length negotiations between the parties, and the annual cap and the terms of the Construction Framework Agreement stated above in this circular are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

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## LETTER FROM THE BOARD

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### V. DIRECTORS' OPINION ON INTERNAL CONTROL PROCEDURES RELATING TO TRANSACTIONS TERMS SUCH AS PRICING POLICY AND PAYMENT METHOD OF THE CONTINUING CONNECTED TRANSACTION

The Directors believe that in respect of the Construction Framework Agreement, the Group has implemented complete internal control procedures and steps in practicing the tender procedure and the transaction terms such as pricing policy and payment method of the continuing connected transaction. Particulars are set out as follows:

(i) **Internal control measures in relation to tender procedure and pricing policy**

(a) *For transactions excluding emergency rescue construction works*

The final consideration under construction works contracts will be determined through procedures for tender and bidding. The procedures for tender and bidding refer to the processes of invitation for tender, bid submission, bid opening, bid evaluation and bid granting implemented by the tenderer and bidder pursuant to the relevant rules and regulations of the PRC, which is subject to the inspection of relevant departments of the PRC government.

*The Group as the tenderer*

In relation to the Construction Framework Agreement, the Group shall act as the tenderer via the business department of the responsible construction unit of the Company and its subsidiaries, and the bid evaluation panel (comprised of bid evaluation experts and subject to the supervision of the government administration authorities of PRC) will select the contractor for the construction works (excluding emergency rescue construction works) by conducting a comparison of the prices and service terms offered by all bidders so as to grant the construction works to the bidder who offers the best price and/or the service terms pursuant to the bid evaluation methods publicly published in the tender documents. As the tenderer, the Group could set out requirements on construction projects, bidders' experience, historical achievements and abilities and other information based on the principle of non-exclusivity pursuant to the relevant regulations in the process of open tender and bidding for all bidders' reference.

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## LETTER FROM THE BOARD

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*(b) For transactions for emergency rescue construction works*

Tender may not be carried out pursuant to relevant regulations in the PRC under special circumstances involving national security, emergency rescue and disaster relief, and for projects which are not applicable to tender in accordance with the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法》), the Regulations on the Implementation of the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法實施條例》) (Order of the State Council No. 613), Opinions on Further Regulations on Tender and Bidding Activities (《關於進一步規範招投標活動的若干意見》)(Guoban Fa (2004) No. 56) and other rules and regulations. Hence, emergency rescue construction works under the Construction Framework Agreement need not be carried out by tender pursuant to the aforesaid regulations.

*The Group as the contract letting party and STIG Group as the bidder of emergency rescue construction works*

For emergency rescue construction works under the Construction Framework Agreement, where the Group is the contract letting party and STIG Group is the contractor of construction works, the consideration is determined by the relevant business department under the unit responsible for construction of the Company and its subsidiaries with reference to the recent bidding prices of similar type of construction works. The bidding prices of recent similar type of construction works refer to the bidding prices of the recent similar type of construction works (including but not limited to general condition of construction works, technical standard adopted in the construction, anticipated construction period and engineering quantity, etc.) determined through procedures for tender and bidding held by the Group or an independent third party which STIG Group participated in.

If the bidding price of similar type of construction works is not available, the consideration shall be determined by the pricing consulting agencies (primarily a public institution or state-owned enterprise, being an independent third party under supervision and administration from the government administrative authorities of PRC and with relevant professional qualification) in accordance with the pricing basis and methods issued by the national or provincial authorities of the PRC.

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## LETTER FROM THE BOARD

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(ii) **Internal control measures in relation to the payment terms**

The payment terms of the Construction Framework Agreement are determined based on the general condition of the construction site, construction works progress and technical standard of construction works, which are disclosed to all potential bidders (including connected persons and independent third parties) under the tender documents. After the winner of the tender is decided, the business department in charge of construction works of the Company and/or its subsidiaries will make sure that both parties will determine the specific payment method according to the payment terms set out in the tender documents. Payment terms are determined on normal commercial terms and in a fair and reasonable manner, and shall be the same regardless the winner of the tender is a connected person or an independent third party.

(iii) **Other internal control measures**

At the same time, in order to safeguard the interests of the Company and the Shareholders as a whole, the Company has adopted the following measures to monitor the transactions under the Construction Framework Agreement:

- (1) After the Construction Framework Agreement was proposed and reported by the department responsible for connected transaction business, the Directors of the Company (including independent Directors) conducted investigation on necessity and reasonableness of the connected transaction and fairness of pricing, and considered that the transaction terms are fair and reasonable, and in the interests of the Company and its Shareholders as a whole. Meanwhile, our Directors recognize the importance of good corporate governance in protection of our Shareholders' interests as well as resolving actual and/or potential conflict of interests between our Company, our controlling shareholder and Directors. As such, though our Directors (including Directors who are holding directorship and/or under the employment of STIG ("**Interested Directors**")) participate in the abovementioned investigation and would monitor the implementation and execution of the transactions under the Construction Framework Agreement, the Interested Directors have abstained from voting on the Board resolutions approving the Construction Framework Agreement. The Interested Directors holding Shares of the Company would also abstain from voting at the EGM. Further, it has been the established practice of the Company to require Interested Directors to abstain from voting on relevant resolutions in relation to transactions with STIG in Board meeting and general meetings.

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## LETTER FROM THE BOARD

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- (2) The Supervisory Committee of the Company has effectively supervised the consideration and voting of the Construction Framework Agreement, and also reviewed and approved such Construction Framework Agreement.
- (3) The Directors Office (董事會辦公室) and the manager of the Discipline Inspection (Audit) Unit (紀檢監察(審計)部) of the Company will review the transaction under the Construction Framework Agreement on a regular basis, so as to (i) consider the effective implementation of the pricing policy and the payment method as well as the appraisal of the balance of the annual cap; (ii) identify management weakness, and make recommendations for improvement to ensure that the internal control measures in respect of the transactions under the Construction Framework Agreement remain complete and effective and the Company will take measures to address the weakness identified, if any, as soon as practicable.
- (4) The Discipline Inspection (Audit) Unit of the Company will conduct internal checks at least twice a year to ensure that internal control measures in respect of the transactions under the Construction Framework Agreement remain complete and effective.

### VI. ABSTENTION IN BOARD RESOLUTIONS AND AT THE EGM

As Mr. Zhou Liming, Mr. Tang Yong, Mr. Huang Bin, Mr. Wang Shuanming and Mr. Luo Maoquan held positions in STIG Group, they are regarded as being interested in the Construction Framework Agreement and therefore have abstained from voting on the Board resolutions to approve the said agreement. Saved and except for the aforesaid, none of the Directors has any material interest in the Construction Framework Agreement and was required to abstain from voting on the Board resolutions in relation to the said agreement.

In view of STIG's interest in the Construction Framework Agreement, STIG, the controlling shareholder which holds 34.25% equity interest in the Company, and its associates will abstain from voting at the EGM on the resolutions in relation to the Construction Framework Agreement.

### VII. INFORMATION ON THE PARTIES TO CONSTRUCTION FRAMEWORK AGREEMENT

The Company is principally engaged in the investment, construction, operation and management of road infrastructure projects in Sichuan Province, the PRC, as well as the operation of other businesses related to toll roads.

STIG is a state-owned enterprise established in the PRC with limited liability. It is principally engaged in the investment, construction and operation management of major transportation infrastructure which includes highways, ports, waterways and navigation hubs mainly for waterway canalization, etc.

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## LETTER FROM THE BOARD

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### VIII. LISTING RULES IMPLICATIONS

As of the Latest Practicable Date, STIG is a controlling shareholder of the Company which holds approximately 34.25% of the issued share capital of the Company. Therefore, STIG is a connected person of the Company under Rule 14A.07(1) of the Listing Rules. As one or more applicable percentage ratios (other than the profit ratio) in respect of the transactions contemplated under the Construction Framework Agreement are, on an annual basis, over 5%, the Construction Framework Agreement is subject to the reporting, announcement, annual review and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In view of STIG's interest in the Construction Framework Agreement, STIG and its associates will abstain from voting at the EGM on the resolutions in relation to the Construction Framework Agreement.

### IX. EGM

The Company proposes to convene the EGM at 3:30 p.m. on 21 February 2019 (Thursday) at Room 420, 4th Floor, 252 Wuhouci Da Jie, Chengdu, Sichuan Province, the People's Republic of China (the "PRC").

A notice convening the EGM is set out on pages 47 to 49 of this circular.

If you intend to appoint a proxy to attend the EGM, you are required to complete and return the accompanying proxy form in accordance with the instructions printed thereon. For the H Shareholders, the proxy forms should be returned to the Company's H Share Registrar, Hong Kong Registrars Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by hand or by post not less than 24 hours before the time appointed for holding the EGM or any adjourned meeting thereof.

Completion and return of the proxy form will not preclude you from attending and voting in person at the EGM or at any adjourned meeting should you so wish, but in such event the instrument appointing a proxy shall be deemed to be revoked.

If you intend to attend the EGM in person or by proxy, you are required to complete and lodge the reply slip for attending the EGM at the Company's legal address at 252 Wuhouci Da Jie, Chengdu, Sichuan Province, the PRC not later than 4:30 p.m. on 31 January 2019 (Thursday). The reply slip may be delivered to the Company by hand, by post or by fax (fax no.: (8628) 8553 0753).

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## LETTER FROM THE BOARD

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### **X. CLOSURE OF REGISTER OF MEMBERS OF H SHARES**

The H Shares register of members of the Company will be closed from 22 January 2019 (Tuesday) to 21 February 2019 (Thursday), both days inclusive, during which period no transfer of Shares will be effected. In order to qualify for attending the EGM, unregistered holders of H Shares shall ensure that all transfer of H Shares accompanied by the relevant share certificates and the appropriate transfer documents must be lodged with the Company's H Share Registrar, Hong Kong Registrars Limited at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on 21 January 2019 (Monday).

### **XI. RECOMMENDATION**

The Company has appointed Halcyon Capital as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Construction Framework Agreement. The letter of advice from Halcyon Capital to the Independent Board Committee and the Independent Shareholders is set out on pages 23 to 41 of this circular. The Independent Board Committee comprising all the independent non-executive Directors has been established to give advice to the Independent Shareholders in respect of the Construction Framework Agreement. The letter from the Independent Board Committee, which contains its recommendation to the Independent Shareholders in respect of the Construction Framework Agreement, is set out on pages 21 to 22 of this circular.

The Directors considers that the Construction Framework Agreement, the respective transactions contemplated thereunder and the respective annual cap are in the best interests of the Company and the Shareholders. Accordingly, the Board recommends the Independent Shareholders to vote in favour of the relevant ordinary resolutions for approving the Construction Framework Agreement (and the respective proposed annual caps thereunder).



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## LETTER FROM THE BOARD

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### XII. 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 Company. The Directors, having made all reasonable enquiries, 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.

Yours faithfully,

By order of the Board

**Sichuan Expressway Company Limited\***

**Zhang Yongnian**

*Company Secretary*

\* *For identification purposes only*



四川成渝高速公路股份有限公司  
**Sichuan Expressway Company Limited\***

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

(Stock Code: 00107)

4 January 2019

*To the Independent Shareholders*

Dear Sir or Madam,

**RENEWAL OF CONTINUING CONNECTED TRANSACTION**

We have been appointed as members of the Independent Board Committee to give our advice on the Construction Framework Agreement and the transactions contemplated thereunder, details of which are set out in the letter from the Board included in the circular to the Shareholders dated 4 January 2019 (the “Circular”), of which this letter forms a part. Terms used herein shall have the same meanings as those defined in the Circular unless the context otherwise requires.

Halcyon Capital has been appointed as the Independent Financial Adviser to advise us on the Construction Framework Agreement and the transactions contemplated thereunder. The letter from Halcyon Capital is set out on pages 23 to 41 of the Circular.

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## LETTER FROM THE INDEPENDENT BOARD COMMITTEE

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Having considered the terms and conditions of the Construction Framework Agreement, the advice given by Halcyon Capital and the principal factors and reasons taken into consideration by them in arriving at their advice, we are of the view that the terms of the Construction Framework Agreement and the transactions contemplated thereunder are on normal commercial terms, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole; and the basis for determining the relevant annual caps for Construction Framework Agreement are fair and reasonable so far as the Company and the Independent Shareholders are concerned. Accordingly, we recommend the Independent Shareholders to vote in favour of the ordinary resolution at the EGM to approve the Construction Framework Agreement, the transactions contemplated thereunder and the relevant annual cap.

Yours faithfully,

**Independent Board Committee**

**Mr. Sun Huibi**

*Independent*

*Non-executive Director*

**Mr. Guo Yuanxi**

*Independent*

*Non-executive Director*

**Mr. Yu Haizong**

*Independent*

*Non-executive Director*

**Madam Liu Lina**

*Independent*

*Non-executive Director*

\* *For identification purposes only*

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## LETTER FROM HALCYON CAPITAL LIMITED

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



11/F, 8 Wyndham Street  
Central  
Hong Kong

4 January 2019

*To: the Independent Board Committee and  
the Independent Shareholders*

Dear Sirs,

### **CONTINUING CONNECTED TRANSACTION ENTERING INTO OF CONSTRUCTION FRAMEWORK AGREEMENT**

#### **INTRODUCTION**

We refer to our appointment as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in relation to the contracting and subcontracting of certain construction works by the Group to the STIG Group (the “**Transactions**”). Details of the Construction Framework Agreement and the Annual Cap (the “**Annual Cap**”) of the Transactions are set out in the letter from the Board contained in the circular of the Company to the Shareholders dated 4 January 2019 (the “**Circular**”), of which this letter forms part. Unless the context otherwise requires, capitalized terms used in this letter shall have the same meaning as those defined in the Circular.

STIG is the controlling shareholder of the Company which holds approximately 34.25% of the issued share capital of the Company as at the Latest Practicable Date and hence a connected person of the Company under Rule 14A.07(1) of the Listing Rules. As STIG is a connected person of the Company, the transactions contemplated under the Construction Framework Agreement constitute continuing connected transactions for the Company under Chapter 14A of the Listing Rules.

As one or more applicable percentage ratios (other than the profit ratio) in respect of the transactions contemplated under Construction Framework Agreement for the year ending 31 December 2019 are, on an annual basis, over 5%, the Construction Framework Agreement (including the Annual Cap), will be subject to the reporting, announcement, annual review and Independent Shareholders’ approval requirements under Chapter 14A of the Listing Rules. STIG and its associates and any Shareholders who are materially interested in the Construction Framework Agreement shall abstain from voting in relation to the terms of the Construction Framework Agreement and the transactions contemplated thereunder.

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## LETTER FROM HALCYON CAPITAL LIMITED

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The Independent Board Committee comprising all the independent non-executive Directors, namely Messrs. Sun Huibi, Guo Yuanxi, Yu Haizong and Madam Liu Lina has been established to advise the Independent Shareholders as to whether the terms of the Construction Framework Agreement (including the Annual Cap) and the transactions contemplated thereunder are fair and reasonable so far as the Independent Shareholders are concerned and is in the interest of the Company and the Independent Shareholders as a whole and how to vote on the relevant resolution(s) in the EGM. We have been appointed to advise the Independent Board Committee and the Independent Shareholders in this regard.

In the last two years from the date of our appointment, except for being appointed as the independent financial adviser to the then Independent Board Committee and Independent Shareholders of the Company (details of which have been set out in the letters from the independent financial adviser contained in the circulars of the Company dated 2 December 2016, 11 August 2017, 27 September 2017 and 8 December 2017), we have no other relationships with or interests in the Company and any other parties that could reasonably be regarded as relevant to our independence. Apart from the normal professional fees paid to us in connection with our appointments or arrangement for our upcoming potential independent financial advisory appointment, no arrangements exist whereby we had received any fees or benefits from the Company or any other party to the transactions, therefore we consider such relationship would not affect our independence. We are therefore independent under Rule 13.84 of the Listing Rules to act as the Independent Financial Adviser to the Independent Board Committee and the Independent Shareholders in connection with the Transactions.

### **BASIS OF OUR OPINION**

In formulating our opinion, we have relied on the information, financial information and facts supplied to us and representations expressed by the Directors and/or the management of the Company and have assumed that all such information, financial information and facts and any representations made to us or referred to in the announcement of the Company dated 30 October 2018 and the Circular, for which they are fully responsible, are true, accurate and complete as at the time they were made and as at the date hereof and made after due and careful inquiry by the Directors and/or management of the Company. We have been advised by the Directors and/or the management of the Company that all relevant information has been supplied to us and that no material facts have been omitted from the information supplied and representations expressed to us. We have also relied on certain information available to the public and have assumed such information to be accurate and reliable. We have no reason to doubt the completeness, truth or accuracy of the information and facts provided and we are not aware of any facts or circumstances which would render such information provided and representations made to us untrue, inaccurate or misleading.

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## LETTER FROM HALCYON CAPITAL LIMITED

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Our review and analyses were based upon, among others, the information provided by the Company including the Construction Framework Agreement and certain published information from the public domain. We have also discussed with the Directors and/or the management of the Company with respect to the terms of and reasons for the transaction contemplated under the Construction Framework Agreement (including the Annual Cap), and considered that we have reviewed sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent verification of the information nor have we conducted any form of in-depth investigation into the businesses, affairs, financial position or prospects of the Group, STIG and each of their respective associates, and the parties involved in the transactions contemplated under Construction Framework Agreement.

### PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our recommendations in respect of the transactions contemplated under the Construction Framework Agreement (including the Annual Cap), we have considered the following principal factors and reasons:

#### 1. Background to and reasons for the entering into of the Construction Framework Agreement

The Group is principally engaged in the investment, construction, operation and management of road infrastructure projects in Sichuan Province, the PRC as well as the operation of other businesses related to toll roads. Currently, the Group mainly owns all or substantially all interests in a number of toll roads within Sichuan Province such as Chengyu Expressway, Chengya Expressway, Chengle Expressway, Chengren Expressway, Chengbei Exit Expressway as well as Suiguang Expressway and Suixi Expressway. As at 30 June 2018, the toll length of expressways of the Group was approximately 744 km in total.

STIG is a state-owned enterprise established in the PRC. It is principally engaged in the investment, construction and operation management of major transportation infrastructure which includes highways, ports, waterways and navigation hubs mainly for waterway canalization, etc.

In 2017, STIG entered into an equity transfer agreement with the Group to acquire a further 46% interest in TCC. Since then, TCC had been held as to 95% by STIG. STIG Group (including TCC) had from time to time participated in public tender and bidding and participated in construction and maintenance project of the Group. To govern the on-going participation of public tender and bidding by STIG Group (including TCC) for construction and maintenance projects to be awarded by the Group, STIG and the Company had entered into an annual framework construction agreement on 30 October 2017 (“**2017 Framework Agreement**”). As the 2017 Framework Agreement will expire by 31 December 2018, the Company and STIG entered into the Construction Framework Agreement on 30 October 2018 to govern the on-going construction by STIG Group (including TCC) and any possible construction and/or maintenance projects to be awarded by the Group in 2019 to STIG Group.

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## LETTER FROM HALCYON CAPITAL LIMITED

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Pursuant to the relevant regulations, business of construction works is primarily conducted by way of public tender and bidding, by which all bidders have to comply with the relevant requirements at the prescribed time. STIG Group (including TCC) has been one of the potential bidders of the Group's construction and maintenance work. In order to (i) meet the tendering and bidding timetable; (ii) prevent losing the opportunity to participate in the public tenders organized by the Group; and (iii) ensure the Company's compliance with the relevant Listing Rules, the Company entered into the Construction Framework Agreements with STIG Group on an annual basis to agree on the annual cap for the Group's potential constructions and maintenance project intended to be participated by STIG Group.

The Directors considered that the Construction Framework Agreement provides flexibility but not an obligation to the Group to engage STIG Group in their respective business operation whenever their respective directors consider appropriate.

Having considered that the transactions between the Group and STIG Group have been carried out in their respective ordinary and usual course of business and the continuing business relationship among the Group and STIG Group, we considered that the entering into of the Construction Framework Agreement is in the ordinary and usual course of business of the Group.

## 2. Principal terms of the Construction Framework Agreement

### *Construction Framework Agreement*

On 30 October 2018, the Company and STIG entered into the Construction Framework Agreement, pursuant to which the STIG Group (including TCC) shall contract the following construction works from the Group: (A) contracting and subcontracting the construction works of expressways (including roads, bridges, tunnels, etc.) and ancillary facilities (including auxiliary and supporting water supply and drainage, power supply and distribution, communication, terrace and other facilities for buildings including management offices, toll stations and service areas), which include: (i) construction works of expressways and ancillary facilities (including restructuring and construction extension); (ii) daily maintenance works of expressways and ancillary facilities; (iii) large- and medium-scale repair and maintenance works of expressways and ancillary facilities; and (iv) emergency or rescue works of expressways and ancillary facilities; and (B) contracting and subcontracting of municipal construction works, which include: construction works such as urban roads, squares, parks, land consolidation and others ("**Relevant Works**"). The above construction works include the tender and bidding projects conducted pursuant to the laws of the PRC.

The Construction Framework Agreement is for a term commencing from 1 January 2019 (effective upon the fulfillment of all conditions precedents, whichever is later) to 31 December 2019.

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## LETTER FROM HALCYON CAPITAL LIMITED

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### ***Conditions precedent***

The effectiveness of the agreement is conditional upon, among other things, the Company having complied with the requirements under the Listing Rules of the Stock Exchange and the Shanghai Stock Exchange in relation to continuing connected transactions, which include but not limited to reporting, announcement and/or Independent Shareholders' approval requirements.

### ***Payment terms and pricing policies***

The payment terms are determined based on the general conditions of the construction site, construction works progress and technical standard of construction works, which are disclosed to all potential bidders (including connected persons and independent third parties) under the tender documents.

After the winner of the tender is decided, both parties will then determine the specific payment method according to the payment terms set out in the tender documents. Payment terms are determined on normal commercial terms and in a fair and reasonable manner, and shall be the same regardless of whether the winner of the tender is a connected person or an independent third party. Normally, the contract letting party shall pay to the contractor progress payment within 28 days upon receiving the application for bill of progress payment by the supervisor, being an independent third party responsible for the supervision of the construction progress.

According to the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法》), the supervisors of projects involving large-scale infrastructure, public utilities and other projects which are related to public interests and public safety must be recruited through procedures for tender and bidding. Accordingly, the supervisors of the projects pursuant to the Construction Framework Agreement would be recruited through procedures for tender and bidding (which are similar to the procedures for tender and bidding adopted in recruiting and engaging contractors for construction works pursuant to the Construction Framework Agreement). A bid evaluation panel (comprised of bid evaluation experts and subject to the supervision of the government administration authorities of PRC) will select the supervisor for the construction works by conducting a comparison of the prices and service terms offered by all bidders so as to grant the contract to the bidder who offers the best price and/or the service terms pursuant to the bid evaluation methods publicly published in the tender documents.



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## LETTER FROM HALCYON CAPITAL LIMITED

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On the other hand, the Regulations on the Qualifications of Highway or Water Transport Engineering Supervision Enterprises (《公路水運工程監理企業資質管理規定》) have laid down the qualifications which supervision enterprises are required to possess in order to become supervisor of different projects. The qualifications of supervisor cover different areas of construction works, which include but not limited to the construction of bridges, tunnels, mechanical and electrical engineering for highways etc. In recruiting and engaging supervisors, the relevant departments of the Group would ensure that the tender documents stipulate the requisite qualifications and that the supervisors possess the relevant qualifications and experience.

In view of such, given the application for bill of progress payment will be made by supervisor with qualification as stipulated above, the Directors consider and we concur that with the supervisor's qualification and the relevant contractual arrangement, the progress billing process as stipulated in the Construction Framework Agreement is a fair and reasonable practice.

### 3. Pricing policies and relevant internal control

*(i) For transactions excluding those concerning the construction works used for emergency rescue*

The final consideration will be determined through procedures for tender and bidding. The procedures for tender and bidding refer to the processes of invitation for tender, bid submission, bid opening, bid evaluation and bid granting implemented by the tenderer and bidder pursuant to the relevant rules and regulations of the PRC, which is subject to the inspection of relevant departments of the PRC government. In relation to the Construction Framework Agreement, the Group shall act as the tenderer via the business department of the responsible construction unit of the Company and its subsidiaries, and the bid evaluation panel (評標委員會) (comprised of bid evaluation experts and subject to the supervision of the government administration authorities of the PRC) will select the contractor for the construction works (excluding emergency construction works) by conducting a comparison of the prices and service terms offered by all bidders so as to grant the construction work to the bidder who offers the best price and/or the service terms pursuant to the bid evaluation methods publicly published in the tender documents.

If special requirements are made by the tenderer, the tenderer could set out requirements on construction projects including bidders' experience, historical achievements and abilities and other information based on the principle of non-exclusivity pursuant to the relevant regulations in the process of open tender and bidding procedure for all bidders' reference. The Group will not proceed with the transaction if STIG or member of STIG (including TCC) is the only bidder. With reference to the Tender and Bidding Law (《招標投標法》), if there are less than three bidders, the tenderer shall invite bids again. As such, there shall be three or more units applying for bidding and submitting bidding documents during the process

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## LETTER FROM HALCYON CAPITAL LIMITED

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of tender and bidding. Pursuant to the Provisions on Tender and Bidding of Construction Projects (Order 30 of Seven Ministries) (《工程建設項目施工招標投標辦法(七部委30號令)》), if there are still less than three bidders in the re-bidding, (i) for construction projects that are subject to examination and approval from the original Examination and Approval Department of the PRC, the tenders may not be required to proceed with tender procedure after obtaining approval; or (ii) other than construction projects classified in (i), tenders may decide not to proceed with tender procedure at their own discretion).

If the STIG Group satisfies all the requirements of the Group (as the tenderer) in relation to the qualifications, experience, strength and track record of the bidder, and participates in the bidding and eventually becomes the successful bidder, the transaction price will be the price for the construction works as specified in the tender document of STIG Group. The transaction price is scrutinized and eventually confirmed in accordance with the same objective standard through the tendering mechanism which is also conducted on a non-exclusive basis.

Therefore, the Directors considered that the aforementioned pricing mechanisms will ensure that the prices of the transaction arrangement under the Construction Framework Agreement is fair and reasonable, and no less favorable than those provided by any independent third party.

**(ii) *For transactions concerning the construction works used for emergency rescue***

As Tender may not be carried out pursuant to relevant regulations in the PRC under special circumstances involving national security, emergency rescue and disaster relief, and for projects which are not applicable to tender in accordance with the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招投標法》), the Regulations on the Implementation of the Tender and Bidding Law of the People's Republic of China (《中華人民共和國招標投標法實施條例》) (Order of the State No.613), Opinions on Further Regulations on Tender and Bidding Activities (《關於進一步規範招投標活動的若干意見》) (Guoban Fa (2004) No. 56) and other rules and regulations, hence, emergency rescue construction works under the Construction Framework Agreement will not require tendering pursuant to the aforesaid regulations.

For emergency rescue construction work under the Construction Framework Agreement, where the Group is the contract letting party and STIG Group is the contractor of construction works, the consideration is determined by the relevant business departments of the responsible construction unit of the Company and its subsidiaries which should be the same as the most recent bidding prices of similar type of construction works. The bidding prices of recent similar type of construction works refer to the bidding prices of the most recent similar type of construction works (including but not limited to general condition of construction works, technical standard adopted in the construction, anticipated construction period and engineering quantity, etc.) determined through procedures for tender and bidding held by the Group or an independent third party participated in.

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## LETTER FROM HALCYON CAPITAL LIMITED

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In practice, due to the uniqueness of each piece of construction work, it may be difficult to find a recent project which is directly comparable. If the bidding price of similar type of construction works is not available, the consideration shall be determined by the pricing consulting agencies (primarily a public institution or state-owned enterprise, being an independent third party under supervision and administration from the government administrative authorities of PRC and with relevant professional qualification) in accordance with the pricing basis and methods issued by the national or provincial authorities of the PRC.

**(iii) Government prescribed price or the guidance price**

Under the Price Law of the PRC (《中華人民共和國價格法》), the government may implement government prescribed price or guidance price for special goods and services when necessary.

If there is corresponding government prescribed price or guidance price of the target subject of the construction works transaction (such government prescribed price or guidance price will be promulgated, in accordance with the requirements of relevant laws and regulations or notice from relevant government administrative authorities from time to time), the Company will execute government prescribed price or guidance price in priority.

As of the Latest Practicable Date, none of the construction works transactions signed or executed by the Company is subject to the above government prescribed price or guidance price by government authorities. Parties to the agreement shall execute the prescribed price or guidance price of the government authority in priority if any future prescribed price or guidance price of the government authority is applicable to the relevant transaction.

**(iv) Other internal control measures**

In order to safeguard the interests of the Company and the Shareholders as a whole, the Company has also adopted the following measures to monitor the transactions under the Construction Framework Agreement:

- (1) After the Construction Framework Agreement was proposed and reported by the department responsible for connected transaction business, the Directors of the Company (including independent non-executive Directors) conducted investigation on necessity and reasonableness of the connected transaction and fairness of pricing, and considered that the transaction terms are fair and reasonable, and in the interests of the Company and its Shareholders as a whole.

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## LETTER FROM HALCYON CAPITAL LIMITED

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- (2) The Supervisory Committee of the Company has effectively supervised the consideration and voting of the Construction Framework Agreement, and also reviewed and approved such Construction Framework Agreement.
- (3) The Directors Office and the manager of the Discipline Inspection (Audit) Unit of the Company will review the transaction under the Construction Framework Agreement on a regular basis, so as to (i) consider the effective implementation of the pricing policy and the payment method as well as the appraisal of the balance of the annual cap; (ii) identify management weakness, and make recommendations for improvement to ensure that the internal control measures in respect of the transactions under the Construction Framework Agreement remain complete and effective and the Company will take measures to address the weakness identified, if any, as soon as practicable.
- (4) The Discipline Inspection (Audit) Unit of the Company will conduct internal checks at least twice a year to ensure that internal control measures in respect of the transactions under the Construction Framework Agreement remain complete and effective.

As stated in the Annual Report of the Group for the year ended 31 December 2017, the independent non-executive Directors of the Company have reviewed the continuing connected transactions for the year ended 31 December 2017 and have confirmed that these continuing connected transactions were entered into (i) in the ordinary and usual course of businesses of the Group; (ii) on normal commercial terms or on terms no less favourable to the Group than terms available from independent third parties; and (iii) in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the Shareholders of the Company as a whole.

Despite the Interested Directors, including the Chairman and several Directors who are also holding directorship/employment in STIG Group, the Directors recognize the importance of good corporate governance in protection of the Shareholders' interests as well as resolving actual and/or potential conflict of interests among the Company, the controlling shareholder and Directors. As such, though the Interested Directors participate in the abovementioned investigation and would monitor the implementation and execution of the transactions under the Construction Framework Agreement, the Interested Directors have abstained from voting on the Board resolutions approving the Construction Framework Agreement. The Interested Directors holding Shares of the Company would also abstain from voting at the EGM. Further, it has been the established practice of the Company to require Interested Directors to abstain from voting on relevant resolutions in relation to transactions with STIG in Board meeting and general meetings.

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## LETTER FROM HALCYON CAPITAL LIMITED

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Furthermore, Ernst & Young, the Company's auditor, has been engaged to report on the Group's continuing connected transactions for in accordance with Hong Kong Standard on Assurance Engagements 3000 Assurance Engagements Other Than Audits or Reviews of Historical Financial Information and with reference to Practice Note 740 Auditor's Letter on continuing connected transactions under the Listing Rules issued by the Hong Kong Institute of Certified Public Accountants (the "**Letter**"). We have reviewed the Letter for the year ended 31 December 2017, pursuant to which (i) nothing has come to the auditor's attention that has caused them to believe that the continuing connected transactions have not been approved by the Board; (ii) nothing has come to the auditor's attention that has caused them to believe that the continuing connected transactions were not, in all material respects in accordance with the pricing policies of the Group; and (iii) nothing has come to the auditor's attention that caused them to believe that the continuing connected transactions were not entered into all material respects, in accordance with the relevant agreements governing such continuing connected transactions.

In light of the above, we are of the view that appropriate measures are in place to ensure that the Transactions will be conducted on normal commercial terms and to safeguard the interests of the Independent Shareholders.

#### **4. Comparison of terms with independent third parties**

From our understanding with the management of the Group, during the period between 1 January 2018 and up to the Latest Practicable Date save as the Expansion Project (of which contract had been entered into on 29 November 2018), the Group did not enter into any construction contract with STIG Group (including TCC) nor any other independent third party contractor. The historical transaction amount as shown in the section headed "Review of historical figures" below represent construction work carried out in respect of contracts entered with STIG Group (including TCC) by the Group prior to 2018. We, therefore were unable to compare the individual contracts entered into between the Group and STIG Group (including TCC) against similar contract entered into between the Group and other independent third party contractor. We have, however, understand from the management of the Group that, should the Group require any construction service from STIG Group (including TCC), pricing mechanism is based on the winning bid prices from public tender which is consistent with the relevant pricing mechanism of the Group.

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## LETTER FROM HALCYON CAPITAL LIMITED

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In respect of emergency rescue, from our understanding with the management of the Group, the Group did not engage STIG Group (including TCC) or independent third parties in relation to the provision of emergency rescue since 1 January 2018 up to the Latest Practicable Date, as such we are unable to compare the individual contracts entered into between the Group and STIG Group against similar contract entered into between the Group and other independent third party contractor. We have, however understand from the management of the Group that, should the Group require any emergency rescue service from STIG Group, the pricing mechanism and the relevant internal control as discussed in the section headed “Pricing policies and relevant internal control” above will be consistently applied when engaging STIG Group for emergency rescue service. In view of the pricing policies and relevant internal control as discussed above being in place, we consider that, the services provided will be under normal commercial terms.

### **5. Basis of the Annual Cap**

The transactions contemplated under the Construction Framework Agreement are subject to the Listing Rules’ requirements and conditions as further discussed under the section headed “Reporting requirements and conditions of the Transactions” below. In particular, the Transactions are also subject to the Annual Cap as discussed below.

In assessing the reasonableness of the Annual Cap, we have discussed with the management of the Group the basis and assumptions underlying the projections for contracting and sub-contracting of the Relevant Works pursuant to the Construction Framework Agreement entered into between the Company and STIG Group for the purpose of determining the Annual Cap.

#### ***(i) Review of the historical figures***

Set out below are the historical values of the Transactions entered into between the Group and member of STIG Group during the two years ended 31 December 2017 and for the six months ended 30 June 2017 and 2018 extracted from the financial records in the relevant financial periods:

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## LETTER FROM HALCYON CAPITAL LIMITED

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	<b>For the year ended 31 December 2016</b>	<b>For the year ended 31 December 2017</b>	<b>For the six months ended 30 June 2017</b>	<b>For the six months ended 30 June 2018</b>
	<i>RMB' in million</i>	<i>RMB' in million</i>	<i>RMB' in million</i>	<i>RMB' in million</i>
Actual transaction amount recorded by STIG Group (including TCC) for providing the relevant construction services to the Group	551.9	383.2	91.2	186.3
Annual Cap under Construction Framework Agreement and Previous Construction Framework Agreement	1,010	6,100	3,050 <i>(Note)</i>	2,575 <i>(Note)</i>
Utilization rate	<b>54.6%</b>	<b>6.28%</b>	<b>2.99%</b>	<b>7.23%</b>

*Note:* Six months pro-rata of the annual cap for the year ended 31 December 2017 and for the year ending 31 December 2018.

During the year ended 31 December 2017, the construction income recorded by STIG Group for providing the relevant construction service to the Group decreased as compared to that of for the year ended 31 December 2016. Such decrease was mainly affected by the unsuccessful bidding of certain construction projects. During the first half of 2018, the construction income recorded by STIG Group for providing the relevant construction service to the Group increased significantly resulted from an increase in construction work carried out by STIG Group for the Group due to the commencement of certain construction projects in 2018.

The utilization rate of the annual cap for 2017 was approximately 6.28%. The utilization rate was lower than expected due to (i) the postponement of 3 construction projects as stipulated in the government development plan as a result of macro-economic factors and change in the governmental investment plan; (ii) the unsuccessful bidding of certain construction projects; and (iii) delay in carrying out the relevant maintenance works due to tightening of maintenance plan by the Group for cost saving purposes.

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## LETTER FROM HALCYON CAPITAL LIMITED

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The utilization rate of the annual cap for the first half of 2018 was 7.23%. The low utilization rate was mainly due to (i) the postponement of the Expansion Project from first half of 2018 to the end of 2018, as a result of the delay in obtaining relevant government approval for commencement of the Expansion Project; (ii) STIG Group did not participate in the tender of certain project as previously anticipated; and (iii) the Group ceased to proceed with bidding for certain construction project after reviewing the final terms stipulated in tender document of which the returns in participating in the relevant projects were less than previously expected, and hence such projects were not subject to subsequent tender by STIG Group.

**(ii) Assessment of the Annual Cap**

When assessing the reasonableness of the Annual Cap, we have discussed with the management the basis and assumptions underlying the projection of the Annual Cap. Set out below is the Annual Cap being proposed for the transactions contemplated under the Construction Framework Agreement for the year ending 31 December 2019:

**For the year ending**  
**31 December**  
**2019**  
*RMB' in million*

Annual Cap in respect of the Construction Framework Agreement	5,120
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In considering the Annual Cap for the Construction Framework Agreement, the Directors have considered a number of factors including: (i) the historical transaction amounts under the construction framework agreement entered into with STIG Group on 30 October 2017; (ii) the construction and maintenance plans for each of the expressways of the Group for the year ending 31 December 2019; (iii) the business development plan of the Group, including the proposed projects under the agreements of strategic cooperation intentions entered into between the Group and governments at different levels and other potential projects the Group observed in the market in which it can participate; and (iv) the business development potential of the Group.

Annual Cap under the Construction Framework Agreement comprised of estimated transaction value for (i) expressway and ancillary facilities construction; (ii) expressway maintenance work; and (iii) municipal construction works, for both signed contracts and upcoming projects to be awarded.



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## LETTER FROM HALCYON CAPITAL LIMITED

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When estimating the contract sum on expressway and ancillary facilities construction and municipal construction works to be entered into, the Directors have taken into account the anticipated expressways and ancillary facilities and municipal construction works contract to be awarded in the coming year by the Group. When estimating the timing and contract sum for upcoming construction contracts to be awarded, the Directors made reference to the relevant government's municipal construction works development plan, the Group's expressway and ancillary facilities and municipal construction development plan. An 100% success rate of STIG Group being awarded with the contracts for the year ending 31 December 2019 was estimated by the Directors, in case STIG Group successfully wins all bids, the Annual Cap will still be sufficient. Having considered the business development potential of STIG Group, the Directors are of the view that STIG Group would be capable of undertaking all the construction projects awarded to it should its success rate of tenders be 100%. Furthermore, the Directors have taken into account the latest estimated construction progress of each project and the estimated amount to be recognized which members of STIG Group (including TCC) are currently participating in.

When estimating the maintenance work to be taken place during the relevant periods, the Directors made reference to the historical amounts of maintenance work taken place in the prior year and also made reference to the daily maintenance schedule and scope of maintenance work of each of the expressway operated by the Group.

According to the Directors, with reference to the development plans as mentioned above, the Annual Cap for the year ending 31 December 2019 in accordance with construction progress schedule in aggregate would amount to RMB5,120 million, which represents (a) estimated amount for projects under signed contracts of RMB585.7 million estimated to be recognized during 2019 pursuant to the construction plan and the latest construction progress, mainly including (i) the expansion project for Qinglongchang to Meishan trial section of Chengdu-Leshan Expressway; and (ii) municipal construction including among other things local roads remediation; and (b) for upcoming projects to be awarded of RMB4,258 million to be recognized during 2019 pursuant to the construction plan and the estimated construction progress, including the (i) Expansion Project; and (ii) the projects which the Group observed in the market and might potentially participate in; (c) estimated expressway maintenance work to be carried out during 2019 of RMB274.1 million; and (d) a general buffer of RMB2.2 million catering for any unexpected pricing adjustment or variation orders for the construction works.

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## LETTER FROM HALCYON CAPITAL LIMITED

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In accessing the fair and reasonableness of the Annual Cap for the Construction Framework Agreement, we have reviewed the upcoming project participation schedules prepared by the Directors for the year ending 31 December 2019 which sets out (i) the nature of the projects; (ii) the progress cost recognition estimated by the Directors for each of the Group on-going projects; and (iii) the expected total contract sum with estimated progress cost recognition estimated by the Directors for each of the project expected to be participated by STIG Group. As discussed with the management of the Group, we noted that the expected total contract sum for upcoming projects of the Group estimated by the Directors were based on government discussion and government tendering plan. In regarding the cost to be recognised according the progress of completion, the Directors have made reference to the progress of past experience in similar construction projects and the estimated completion time for each of the upcoming projects. We have also discussed with the management of the Group regarding the assumed 100% success rate on winning the tendering on the relevant contracts. According to the Directors, given both independent third parties and members of STIG Group shall have the similar chance to participate in and winning the tender, for prudent purpose, the Directors estimated a 100% success rate for awarding the contract to members of STIG Group, in case members of STIG Group is able to win each of the tender which members of STIG Group participates in, the Annual Cap will still be sufficient. In respect of the maintenance work, we have discussed with the management of the Group regarding their maintenance, according to the management of the Group, based on the maintenance plan of the Group, the management of the Group expected that the maintenance level for the Group the coming year ending 31 December 2019 will be higher as compared to current year, as a result of the expected scope of the maintenance work to be carried out with reference to the latest conditions of the relevant expressways and the maintenance schedule and the carrying out of maintenance work in 2019 which was supposed to be carried out in 2018, due to the delay in maintenance plan for reason as explained above.

We understand from the management of the Company that, pursuant to the relevant tendering rules and regulations in the PRC the processing time between publication of tender result and entering into relevant construction agreement shall be within 30 days. Thus should the Annual Cap does not built in a 100% success rate of projects estimated to be participated by STIG Group, in case the Annual Cap have been fully utilized, STIG Group will not be able to participate in the remaining tender announced during the year, due to the timing required for refreshing the annual caps will exceed 30 days as the procedures required for refreshing the annual cap, including but not limited to obtaining Shareholder's approval (of which the notice period to convene a shareholders' meeting would require more than 30 days) and other necessary steps to ensure compliance with the Listing Rules, will take more than 30 days to accomplish. As such, the Directors consider the above 100% success rate assumption is prudent and reasonable. In view of such, we concur with the Group's view of adopting an annual cap catering a 100% success rate on projects estimated to be participated by STIG Group as necessary and appropriate.

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## LETTER FROM HALCYON CAPITAL LIMITED

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The Annual Cap for upcoming projects to be awarded is primarily contributed by the construction of certain sections of the Expansion Project which accounts for over 50% to the Annual Cap for 2019. According to the management of the Company, the Expansion Project was initially planned to commence construction in 2018, with a total estimated investment amounted to RMB23.1 billion with a development period of 3 years. As a result of certain findings in project environment evaluation report, the Ministry of Transport delayed the granting of official approval for commencement of construction of the Expansion Project until 2nd quarter of 2018. With the delay in granting of official approval, the Group could only commence the bidding and tendering process in June 2018 for one section of the Expansion Project the Group confirmed that STIG Group won the bid for the construction of one section of the Expansion Project at the tender price of approximately RMB3.3 billion and the formal construction contract was entered into on 29 November 2018. The Directors when estimating the Annual Cap prior to the publish of the Announcement on 30 October 2018 assume that STIG Group would successfully win the tender of approximately RMB3.3 billion, as such, the Annual Cap for the year ending 31 December 2019 have factored in the above consideration.

Given the Group had confirmed that STIG Group had won the tender for one section of the Expansion Project and the other section(s) of the Expansion Project will be up for tender from 2019 onwards, hence we consider the Director's estimation that the construction of the Expansion Project will be carried out by STIG Group commencing from end of 2018 onwards to be logical.

Regarding the formal construction contract with the sum of approximately RMB3.3 billion, it is estimated that construction works amounted to approximately RMB1.6 billion will be carried out in 2019 and the estimated transaction amount of RMB1.6 billion has been taken into account in determining the 2019 annual cap. Regarding the remaining construction works pursuant to the contract to be carried out subsequent to 2019, it is not feasible and prudent for the Company to predict the estimated transactions amounts as the progress of the construction works is subject to numerous factors, which include but not limited to potential change in government policies and regulations, adjustments regarding the planning of the Expansion Project, climate and environmental factors etc. The implementation of the contract may also be adjusted in view of the aforementioned factors. As such, regarding the remaining construction works, if necessary, the Company will renew the construction framework agreement(s) regarding the continuing connected transactions with STIG, estimate and incorporate the remaining transaction amount into the annual caps for upcoming years. The Company will also comply with relevant Listing Rules requirements, which include but not limited to the reporting and announcement requirements, and obtaining independent shareholders' approval in relation to the obtaining of relevant annual caps. In case the resolution(s) regarding the Construction Framework Agreement (and the 2019 annual cap)

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## LETTER FROM HALCYON CAPITAL LIMITED

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and/or any of the subsequent construction framework agreements (and their respective corresponding annual caps) to be entered into between the Company and STIG are not approved by the Shareholders at the general meetings of the Company, the current intention of the Company is to seek feasible alternative (including but not limited to engaging other construction compan(ies) to continue the construction of the Expansion Project).

Due to the substantial deviation between the actual transaction amount for the period ended 30 June 2018 and the annual cap amount for the year ending 31 December 2018, we have discussed with the management of the Group regarding the reasons for such deviation, details of which please refer to the section headed “Review of historical figures”. According to the management of the Group, the factors leading towards the low utilization rate of the Annual Cap for the year ended 31 December 2017 and for the six months ending 30 June 2018 had been taken into account when determining the proposed Annual Cap for the year ending 31 December 2019 under the Construction Framework Agreement. Despite the factors which contributed to the variance between the actual transaction amount and the Annual Cap for the year ended 31 December 2017 and for the six months ending 30 June 2018 were unpredictable, the Directors have taken into account, among other things, the following to come up with the estimation on the Annual Cap for the year ending 31 December 2019 including among other things: (i) for new projects estimated to be carried out by the Group, the estimation that STIG Group will win every projects subject to tender as members of STIG Group shall have the similar chance to participate in and winning the tender, for prudent purpose, the Directors estimated a 100% success rate for awarding the contract to members of STIG Group, in case member of STIG Group is able to win each of the tender which STIG participates the Annual Cap for the year ending 31 December 2019 will still be sufficient; and (ii) in respect of construction project postponed during the year ending 31 December 2018, the Group confirmed STIG Group as the winning bid of one section of the Expansion Project, thus the Directors have taken into account the fact that construction of the Expansion Project commenced by end of 2018 by STIG Group, and have factored in the relevant construction work to be recognized in 2019 in estimating the Annual Cap for the year ending 31 December 2019; (iii) the Directors have also factored in all other new projects estimated to be carried out or postponement or cancellation of projects according to their knowledge as at the date of the Announcement and as at the Latest Practicable Date, the Directors were not informed of any updates regarding the new projects estimated to be carried out or postponement or cancellation of any other construction projects; and (iv) in respect of maintenance work, as at the Latest Practicable Date, as discussed with the management of the Group, the Group considered that the maintenance work to be carried out for the year ending 31 December 2019 will be in accordance to the latest maintenance schedule (subject to the then weather condition) and up to the Latest Practicable Date, the Group is not aware of any information which would result in any material changes to be made on the current maintenance schedule.

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## LETTER FROM HALCYON CAPITAL LIMITED

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We concur with the Directors' view that, the circumstances mentioned above were considered to be inevitable which construction company will encounter during its daily operation.

Taking into account the above factors, we concur with the Directors that, by making reference to the relevant the latest construction and maintenance plans for each of the expressways of the Group for the year ending 31 December 2019 as well as the latest construction progress in estimating the Annual Cap is considered fair and reasonable.

### **6. Reporting requirements and conditions of the Transactions**

Pursuant to Rules 14A.55 to 14A.59 of the Listing Rules, the Transactions are subject to the following annual review requirements:

- (a) each year the independent non-executive Directors must review the Transactions and confirm in the annual report and accounts that Transactions have been entered into:
  - (i) in the ordinary and usual course of business of the Group;
  - (ii) either on normal commercial terms or, if there are not sufficient comparable transactions to judge whether they are on normal commercial terms, on terms no less favourable to the Group than terms available to or from (as appropriate) independent third parties; and
  - (iii) in accordance with the relevant agreements governing them on terms that are fair and reasonable and in the interests of the Shareholders as a whole;
- (b) each year the auditors of the Company (currently, Ernst & Young) must provide a letter to the Board (with a copy provided to the Stock Exchange at least ten business days prior to the bulk printing of the Company's annual report) confirming whether anything has come to the Board's attention that causes them to believe that the Transactions:
  - (i) have not been received the approval of the Board;
  - (ii) are not in accordance with the pricing policies of the Group (if applicable);
  - (iii) have not been entered into in accordance with the relevant agreements governing the Transactions; and
  - (iv) have exceeded the Annual Cap;

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## LETTER FROM HALCYON CAPITAL LIMITED

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- (c) the Company shall allow, and shall procure the relevant counterparties to the Transactions to allow, the Company's auditors sufficient access to their records for the purpose of the reporting on the Transactions as set out in paragraph (b); and
- (d) the Company shall promptly notify the Stock Exchange and publish an announcement in accordance with the Listing Rules if it knows or has reason to believe that the independent non-executive Directors and/or auditors of the Company will not be able to confirm the matters set out in paragraphs (a) and/or (b) respectively.

In light of the reporting requirements attached to the Transactions, in particular, (i) the restriction of the value of the Transactions by way of the Annual Cap; and (ii) the on-going review by the independent non-executive Directors and auditors of the Company of the terms of the Transactions and the Annual Cap not being exceeded, we are of the view that appropriate measures will be in place to monitor the conduct of the Transactions and assist to safeguard the interests of the Independent Shareholders.

### RECOMMENDATION

Having considered the above principal factors and reasons, we consider that (i) the terms of the Construction Framework Agreement and the transactions contemplated there under are in the ordinary and usual course of business of the Group, on normal commercial terms, and in the interests of the Company and the Shareholders as a whole and are fair and reasonable so far as the Independent Shareholders are concerned; and (ii) the Annual Cap is fair and reasonable so far as the Company and the Independent Shareholders are concerned and in the interests of the Company and the Shareholders as a whole.

Accordingly, we would recommend the Independent Shareholders, and advise the Independent Board Committee to recommend the Independent Shareholders to vote in favour of the ordinary resolution in respect of the Construction Framework Agreement (including the Annual Cap) and the transactions contemplated thereunder at the EGM.

Yours faithfully,  
For and on behalf of  
**HALCYON CAPITAL LIMITED**  
**Terry Chu**  
*Managing Director*

*Mr. Terry Chu is a person licensed under the SFO to carry out type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO and regarded as a responsible officer of Halcyon Capital Limited and has over 18 years of experience in corporate finance industry.*

**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 Company. The Directors, having made all reasonable enquiries, 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 AND SHORT POSITIONS OF DIRECTORS, SUPERVISORS AND CHIEF EXECUTIVES**

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executives of the Company in the shares, underlying shares and debentures of the Company or its associated corporation (within the meaning of Part XV of the SFO), which were required (a) 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 each of them had taken or was deemed to have taken under the provisions of the SFO); or (b) to be recorded in the register required to be kept by the Company pursuant to section 352 of the SFO; or (c) to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules were as follows:

**(a) Long position in the Company**

Name	Capacity	Types of Shares	Nature of interest	Number of Shares held	Percentage of issued share capital of the Company
Mr. Zhou Liming	Director	A Shares	Beneficial owner	50,000	0.0016%
Mr. Gan Yongyi	Director	A Shares	Beneficial owner	50,000	0.0016%
Mr. Wang Shuanming	Director	A Shares	Beneficial owner	5,100	0.0002%
Mr. Luo Maoquan	Director	A Shares	Beneficial owner	10,000	0.0003%

Saved as disclosed above, as at the Latest Practicable Date, none of the Directors, Supervisors or chief executive of the Company had interests or short positions in the shares, underlying shares or debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO) which were required (a) to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which each of them had taken or deemed to have taken under the provisions of the SFO); or (b) to be recorded in the register required to be kept by the Company pursuant to section 352 of the SFO; or (c) to be notified to the Company and the Stock Exchange pursuant to the Model Code.

**(b) Other interests**

As at the Latest Practicable Date, so far is known to the Directors,

- (i) none of the Directors and Supervisors had any interest, direct or indirect, in any assets which have been 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 since 31 December 2017, the date to which the latest published audited financial statement of the Group was made up;
- (ii) none of the Directors and Supervisors of the Company was materially interested in any contract or arrangement entered into by the Company or any of its subsidiaries which was subsisting and significant in relation to the business of the Group taken as a whole.

**3. DISCLOSURE OF INTERESTS OF SUBSTANTIAL SHAREHOLDERS**

As at the Latest Practicable Date, save as disclosed below, so far as is known to the Directors or chief executives of the Company, no other person had 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 provisions of Divisions 2 and 3 of Part XV of the SFO or were required to be notified to the Company and the Stock Exchange pursuant to section 324 of the SFO, or, who is, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any members of the Group.



Name	Type of Shares	Long position/ Short position	Number of the Company's Shares held	Approximate	Approximate	Capacity
				percentage in the total shares capital of the Company		
STIG	A Shares (state-owned shares)	Long position	986,454,078	32.26%	45.61%	Beneficial owner
	H Shares	Long position	<u>60,854,200</u>	<u>1.99%</u>	6.80%	Beneficial owner
Total			<u>1,047,308,278</u>	<u>34.25%</u>		
China Merchants Expressway Network & Technology Holdings Co., Ltd.	A Shares (legal person shares)	Long position	664,487,376	21.73%	30.72%	Beneficial owner
	H Shares	Long Position	<u>53,782,000</u>	<u>1.76%</u>	6.01%	Interest in controlled corporation <sup>(1)</sup>
Total			<u>718,269,376</u>	<u>23.49%</u>		

*Note:*

- (1) Cornerstone Holdings Limited is wholly owned by China Merchants Expressway Network & Technology Holdings Co., Ltd. Therefore, China Merchants Expressway Network & Technology Holdings Co., Ltd. is deemed to be interested in the H shares held by Cornerstone Holdings Limited under the SFO.

#### 4. COMPETING INTERESTS

As at the Latest Practicable Date, none of the Directors or the Supervisors nor any of their respective close associates (as defined under the Listing Rules) had any interest in other business which competes or may compete, either directly or indirectly, with the business of the Group as if each of them were treated as a controlling shareholder under Rule 8.10 of the Listing Rules.

#### 5. SERVICE CONTRACTS OF THE DIRECTORS

As at the Latest Practicable Date, none of the Directors or the Supervisors has entered into any service contract with any member of the Group which does not expire or is not determinable by the employer within one year without payment of compensation (other than statutory compensation).

**6. LITIGATION**

As at the Latest Practicable Date, no member of the Group was engaged in any litigation or claim of material importance and, to the Directors' best knowledge, there was no litigation or claim of material importance pending or threatened by or against any member of the Group.

**7. MATERIAL ADVERSE CHANGE**

Save as disclosed in the Company's first quarterly report dated 27 April 2018, the interim results announcement dated 28 August 2018, the interim report dated 28 August 2018 and the third quarterly report dated 30 October 2018, as at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Company since 31 December 2017, the date to which the latest published audited financial statement of the Company were made up.

**8. EXPERTS AND CONSENTS**

The following is the qualifications of the experts who have been named in this circular or have given opinion or advice contained in this circular:

<b>Name</b>	<b>Qualification</b>
Halcyon Capital Limited	a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO

As at the Latest Practicable Date, Halcyon Capital was not beneficially interested in the share capital of any member of the Group nor has any right, whether legally enforceable or not, to subscribe for or to nominate persons to subscribe for securities in any member of the Group. Halcyon Capital has given and has not withdrawn its written consent to the issue of this circular with the inclusion of its letter or report and references to its names in the form and context in which they appear.

The letter and recommendation given by Halcyon Capital is given as at the date of this circular for incorporation herein. As at the Latest Practicable Date, Halcyon Capital has not, or has not had, direct or indirect interest in any assets which have been 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 since 31 December 2017, the date to which the latest published audited financial statement of the Group was made up.

**9. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be available for inspection at Messrs. Li & Partners at 22nd Floor, World-Wide House, 19 Des Voeux Road Central, Central, Hong Kong during normal business hours on any weekday (except public holidays) for a period of 14 days from the date hereof:

- (a) the Construction Framework Agreement;
- (b) the Previous Construction Framework Agreement;
- (c) the letter from the Independent Board Committee to the Independent Shareholders, the text of which is set out on pages 21 to 22 of this circular;
- (d) the letter from Halcyon Capital to the Independent Board Committee and the Independent Shareholders, the text of which is set out on pages 23 to 41 of this circular; and
- (e) the letter of consent referred to under the paragraph headed “Expert and Consents” of this appendix.

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## NOTICE OF EGM

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# 四川成渝高速公路股份有限公司 Sichuan Expressway Company Limited\*

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

(Stock Code: 00107)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “EGM”) of Sichuan Expressway Company Limited\* (the “**Company**”) will be held at 3:30 p.m. on 21 February 2019 (Thursday) at Room 420, 4th Floor, 252 Wuhouci Da Jie, Chengdu, Sichuan, the PRC for the purposes of considering and, if thought fit, passing (with or without modifications) the following resolutions.

Unless the context requires otherwise, capitalized terms used herein shall have the same meanings as those defined in the circular (the “**Circular**”) dated 4 January 2019 containing the details in relation to the resolutions herein below.

### ORDINARY RESOLUTION

“**THAT:**

The signing, performance and implementation of the Construction Framework Agreement and the proposed annual cap for the year ending 31 December 2019 as set out in the Circular be and are hereby considered, recognized, confirmed and approved; and any one of the Directors of the Company be and are hereby authorized to execute for and on behalf of the Company all such other documents, instruments and agreements and to take all steps necessary or expedient to implement and/or give effect to the Construction Framework Agreement; any member of the Group (including those newly established or acquired through equity investment or other organizations) be and are hereby approved to, in its absolute discretion deemed appropriate or expedient and in the interests of the Company and the shareholders as a whole and based on

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## NOTICE OF EGM

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the actual work needs, to negotiate, develop, execute, amend, supplement and perform any documents in connection with the Construction Framework Agreement (including but not limited to the actual agreement contemplated under the Construction Framework Agreement) with any member of the STIG Group (including those newly established or acquired through equity investment or other organizations) and proceed with all things and actions necessary for executing and implementing the Construction Framework Agreement.”

By order of the Board  
**Sichuan Expressway Company Limited\***  
**Zhang Yongnian**  
*Company Secretary*

Chengdu, Sichuan, the PRC  
4 January 2019

*Note:*

1. The register of members of H Shares will be closed from 22 January 2019 (Tuesday) to 21 February 2019 (Thursday), both days inclusive, during which period no transfer of H Shares will be effected. In order to qualify for attending the EGM, unregistered holders of H Shares shall ensure that all transfers of H Shares accompanied by the relevant share certificates and the appropriate transfer documents must be lodged with the Company’s H Share Registrar, Hong Kong Registrars Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on 21 January 2019 (Monday).
2. Any holder of H Shares who has registered on the register of members of H Shares before the close of business on 21 January 2019 (Monday) is entitled to attend the EGM after registration for the meeting. He/she is also entitled to appoint one or more proxies to attend and vote at the EGM on his/her behalf in accordance with the Articles of Association of the Company. A proxy need not be a Shareholder of the Company.
3. In order to be valid, the form of proxy of holders of H Shares and, if such form of proxy is signed by a person under a power of attorney or other authority on behalf of the principal, a notarially certified copy of that power of attorney or authority shall be deposited at the Company’s H Share Registrar, Hong Kong Registrars Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong not less than 24 hours before the time for holding the EGM (or any adjournment thereof) or 24 hours before the time appointed for the passing of the resolution(s).
4. Shareholders or their proxies should produce their identity documents when attending the EGM. Should a proxy be appointed, the proxy shall also present the form of proxy.
5. Pursuant to the Articles of Association of the Company and the Listing Rules, the Chairman of the EGM will demand a poll in relation to all the resolution(s) proposed at the EGM.

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## NOTICE OF EGM

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6. Shareholders who intend to attend the EGM shall complete and lodge the reply slip for attending the EGM at the Company's legal address at 252 Wuhouci Da Jie, Chengdu, Sichuan Province, the PRC not later than 4:30 p.m. on 31 January 2019 (Thursday). The reply slip may be delivered to the Company by hand, by post or by fax (fax no.: (8628) 8553 0753).
7. The EGM is expected to last for less than one day. Shareholders or their proxies attending the EGM shall be responsible for their own traveling and accommodation expenses.

*As at the date of this notice, the Board comprises Mr. Zhou Liming (Chairman), Mr. Gan Yongyi (Vice Chairman) and Mr. Luo Maoquan as executive Directors, Mr. Zheng Haijun (Vice Chairman), Mr. Tang Yong, Mr. Huang Bin, Mr. Wang Shuanming and Mr. Ni Shilin as non-executive Directors, Mr. Sun Huibi, Mr. Guo Yuanxi, Mr. Yu Haizong and Madam Liu Lina as independent non-executive Directors.*

*\* For identification purposes only*