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慶鈴汽車股份有限公司

QINGLING MOTORS CO. LTD

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

(Stock Code: 1122)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**EGM**”) of Qingling Motors Co. Ltd (the “**Company**”) will be held at the New Conference Hall of the Company, 1st Floor, 1 Xiexing Cun, Zhongliangshan, Jiulongpo District, Chongqing, the People's Republic of China (the “**PRC**”) on Wednesday, 31 May 2023 at 11:00 a.m. (or immediately after the conclusion of the annual general meeting to be convened and held on the same date at the same place) (or any adjournment thereof) for the purpose of considering and, if thought fit, passing the following ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between the Company and 慶鈴汽車(集團)有限公司 (Qingling Motors (Group) Co. Ltd*) (“**Qingling Group**”) (for itself and on behalf of its wholly-owned subsidiary – 重慶慶鈴專用汽車有限公司 (Chongqing Qingling Special Vehicle Co., Ltd*) (“**Qingling Zhuanyong**”) in respect of the supply of automobile chassis and related components by the Company to Qingling Group and/or Qingling Zhuanyong (the “**New Chassis Supply Agreement**”, a copy of which marked “A” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the circular of the Company dated 31 March 2023 (the “**Circular**”)) be and are hereby approved;

and any one director (“**Director(s)**”) or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New Chassis Supply Agreement and the transactions thereby contemplated and the annual caps.”

2. **“THAT:**

- (a) the conditional agreements dated 30 December 2022 entered into: (i) between 重慶慶鈴鑄鋁有限公司(Chongqing Qingling Aluminium Casting Co. Ltd.*) and the Company (the **“New CQACL Agreement”**); (ii) between Qingling Group (for itself and on behalf of its subsidiaries – 重慶慶鈴汽車機加部品製造有限公司(Chongqing Qingling Machinery Parts Co. Ltd.*) (**“QM”**), Qingling Zhuanyong, 重慶慶鈴汽車底盤部品有限公司(Chongqing Qingling Automobile Chassis Parts Co. Ltd.*), 重慶慶鈴汽車配件製造有限公司(Chongqing Qingling Autoparts Manufacturing Co., Ltd.*) and 重慶慶鈴科渝汽車配件有限公司(Chongqing Qingling Keyu Autoparts Co., Ltd.*) and the Company (the **“New Qingling Group Agreement”**); (iii) between 重慶慶鈴鑄造有限公司(Chongqing Qingling Casting Company Limited*) (for itself and on behalf of its subsidiary – 重慶慶鈴車輛部品製造有限公司(Chongqing Qingling Vehicle Parts Manufacturing Co., Ltd.*) and the Company (the **“New CQCC Agreement”**); (iv) between 重慶慶鈴鍛造有限公司(Chongqing Qingling Forging Co. Ltd.*) and the Company (the **“New CQFC Agreement”**); (v) between 重慶慶鈴車橋有限公司(Chongqing Qingling Axle Co. Ltd.*) and the Company (the **“New CQAC Agreement”**); (vi) between 重慶慶鈴日發座椅有限公司(Chongqing Qingling NHK Seat Co. Ltd.*) and the Company (the **“New CQNHK Agreement”**); and (vii) between 重慶慶鈴塑料有限公司(Chongqing Qingling Plastic Co. Ltd.*) and the Company (the **“New CQPC Agreement”**) (copies of which marked “B” have been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one Director or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New CQACL Agreement, the New Qingling Group Agreement, the New CQCC Agreement, the New CQFC Agreement, the New CQAC Agreement, the New CQNHK Agreement and the New CQPC Agreement and the transactions thereby contemplated and the annual caps.”

3. **“THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between QM and 重慶慶鈴模具有限有限公司(Chongqing Qingling Moulds Co. Ltd.*) (**“Qingling Moulds”**) in respect of the supply of moulds and related products and provision of maintenance and processing services by QM to Qingling Moulds (the **“New QM Moulds Supply Agreement”**, a copy of which marked “C” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and

- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one director or the authorised person(s) of Qingling Moulds be and is(are) hereby authorised on behalf of Qingling Moulds to sign, seal and execute all such other documents and agreements and to do all such acts and things as he/she may in his/her discretion consider necessary or desirable or expedient to implement and/or to give effect to the New QM Moulds Supply Agreement and the transactions thereby contemplated and the annual caps.”

4. **“THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between Bosch Hydrogen Powertrain Systems (Chongqing) Co. Ltd. (the **“Bosch JV Company”**) and the Company in respect of the supply of hydrogen-powered modules by the Bosch JV Company to the Company (the **“New Hydrogen-powered Modules Supply Agreement”**, a copy of which marked “D” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one Director or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New Hydrogen-powered Modules Supply Agreement and the transactions thereby contemplated and the annual caps.”

5. **“THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between Isuzu Motors Limited (**“Isuzu”**) and the Company in respect of the supply of automobile parts and components by Isuzu to the Company (the **“New Isuzu Supply Agreement”**, a copy of which marked “E” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one Director or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New Isuzu Supply Agreement and the transactions thereby contemplated and the annual caps.”

6. **“THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between the Company and 五十鈴(中國)發動機有限公司(Isuzu (China) Engine Co., Ltd.*) (“**IEC**”) in respect of the supply of engine parts and raw materials by the Company to IEC and the supply of engines and their parts by IEC to the Company (the “**New Supply Agreement**”, a copy of which marked “F” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one Director or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New Supply Agreement and the transactions thereby contemplated and the annual caps.”

7. **“THAT:**

- (a) the conditional agreement dated 30 December 2022 entered into between the Company and 慶鈴五十鈴(重慶)汽車銷售服務有限公司(Qingling Isuzu (Chongqing) Automobile Sales and Service Co., Ltd*) (the “**Sales JV Company**”) in respect of the supply of automobiles and their parts by the Company to the Sales JV Company (the “**New Sales JV Supply Agreement**”, a copy of which marked “G” has been produced to the meeting and signed by the chairman of the meeting for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (b) the relevant annual caps for each of the three years ending 31 December 2025 (as set out in the Circular) be and are hereby approved;

and any one Director or the authorised person(s) of the Company be and is(are) hereby authorised on behalf of the Company to sign, seal and execute all such other documents and agreements and to do all such acts and things as he may in his discretion consider necessary or desirable or expedient to implement and/or to give effect to the New Sales JV Supply Agreement and the transactions thereby contemplated and the annual caps.”

By Order of the Board
Qingling Motors Co. Ltd
LEI Bin
Company Secretary

Chongqing, the PRC, 31 March 2023

Notes:

- (1) Any shareholder entitled to attend and vote at the EGM mentioned above is entitled to appoint one or more proxies to attend and vote at the meeting on his/her/its behalf in accordance with the articles of association of the Company. A proxy need not be a shareholder of the Company.
- (2) In order to be valid, the proxy form and, if such proxy form is signed by a person under a power of attorney or other authority on behalf of the appointer, a notarially certified copy of that power of attorney or authority shall be deposited at the legal address of the Company at 1 Xiexing Cun, Zhongliangshan, Jiulongpo District, Chongqing, the PRC (in the case of proxy form of holders of domestic shares) or at the Company’s H Share Registrar, Hong Kong Registrars Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong (in the case of proxy form of holders of H shares) not less than 24 hours before the time appointed for the holding of the EGM or any adjournment thereof.
- (3) Shareholders or their proxies shall produce their identity documents when attending the EGM.
- (4) To ascertain the shareholders’ entitlement to attend and vote at the EGM, the register of shareholders of the Company will be closed from Monday, 1 May 2023 to Wednesday, 31 May 2023 (both dates inclusive), during which period no transfer of shares will be registered. All duly completed transfer forms accompanied by the relevant share certificates 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, Wan Chai, Hong Kong not later than 4:30 p.m. on Friday, 28 April 2023.
- (5) Shareholders whose names appear on the register of shareholders of the Company on Monday, 1 May 2023 are entitled to attend and vote at the EGM.
- (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 1 Xiexing Cun, Zhongliangshan, Jiulongpo District, Chongqing, the PRC on or before Thursday, 11 May 2023. The reply slip may be delivered to the Company by post, by cable or by fax (at fax no.: (86)23–68830397).
- (7) The EGM is not expected to take more than half a day. Shareholders or their proxies attending the EGM shall be responsible for their own travel and accommodation expenses.

- (8) Pursuant to Rule 13.39(4) of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Listing Rules**”), all votes of the shareholders at the meeting will be taken by poll except where the chairman, in good faith, decides to allow a resolution which relates purely to a procedural or administrative matter to be voted on by a show of hands and the Company will announce the results of the poll in the manner prescribed under Rules 13.39(5) and 13.39(5A) of the Listing Rules.
- (9) As at the date of this announcement, the Board comprises 11 Directors, of which Mr. LUO Yuguang, Mr. YASUTA Tatsuya, Mr. NAKAMURA Osamu, Mr. KIJIMA KATSUYA, Mr. LI Juxing, Mr. XU Song and Mr. LI Xiaodong are executive Directors and Mr. LONG Tao, Mr. SONG Xiaojiang, Mr. LIU Tianni and Mr. LIU Erh Fei are independent non-executive Directors.

* *For identification purposes only*