



吉利汽車控股有限公司  
GEELY AUTOMOBILE HOLDINGS LIMITED

*(Incorporated in the Cayman Islands with limited liability)*  
(Stock code: 175)

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting of the shareholders of Geely Automobile Holdings Limited (the “**Company**”) will be held at Room 2301, 23rd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong, on Wednesday, 18 April 2007 at 10:00 a.m. for the purpose of considering and, if thought fit, passing the following resolutions of the Company:

**ORDINARY RESOLUTIONS**

**(1) “THAT**

- (a) the conditional agreement (the “**Equity Transfer Agreement**”) dated 22 March 2007 entered into between the Company and Manganese Bronze Holdings Plc (“**Manganese Bronze**”), a copy of which is tabled at the meeting and marked “**A**” and initialed by the chairman of the meeting for identification purposes, pursuant to which the Company will transfer a 48% interest in the registered capital of Shanghai Geely Maple Automobile Components Company Limited, a 99%-owned subsidiary, to Manganese Bronze in consideration of Manganese Bronze issuing to Linkstate 5.7 million new shares in Manganese Bronze, be and is hereby approved, confirmed and ratified; and
- (b) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in and for completion of the Equity Transfer Agreement.”

**(2) “THAT**

- (a) the amended and restated joint venture contract (the “**Amended and Restated JV Agreement**”) dated 22 March 2007 entered into between Luck Empire Investment Limited, a indirect wholly-owned subsidiary of the Company, Manganese Bronze Holdings Plc and Shanghai Maple Automobile Company Limited, a copy of which is tabled at the meeting and marked “**B**” and initialed by the chairman of the meeting for identification purposes, pursuant to which the parties have agreed to operate Shanghai LTI Automobile Components Company Limited to produce automobile components and products, be and is hereby approved, confirmed and ratified; and

- (b) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in and for completion of the Amended and Restated JV Agreement.”

(3) **“THAT**

- (a) the conditional agreement (the **“Land and Facilities Contract”**) dated 22 March 2007 entered into between Shanghai Maple Guorun Automobile Company Limited (**“Shanghai Maple JV”**) and Shanghai LTI Automobile Components Company Limited (**“Shanghai LTI JV”**), a copy of which is tabled at the meeting and marked **“C”** and initialed by the chairman of the meeting for identification purposes, pursuant to which Shanghai Maple JV agreed to lease the land and buildings and equipment located at Fengjing Industry Park, Jinshan District, Shanghai, the PRC to Shanghai LTI JV for a term of 20 years (the **“Lease”**), be and is hereby approved, confirmed and ratified;
- (b) the rent payable in relation to the Lease for the three financial years ending 31 December 2009 in the amount of RMB17,000,000, RMB33,000,000 and RMB33,000,000, respectively, be and are hereby confirmed and approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Land and Facilities Contract.”

(4) **“THAT**

- (a) the conditional agreement (the **“Contract Manufacturing Agreement”**) dated 22 March 2007 entered into between Shanghai Maple Guorun Automobile Company Limited (**“Shanghai Maple JV”**) and Shanghai LTI Automobile Components Company Limited (**“Shanghai LTI JV”**), a copy of which is tabled at the meeting and marked **“D”** and initialed by the chairman of the meeting for identification purposes, pursuant to which Shanghai Maple JV agreed to license the use of its press machines and related facilities required for the production of automobile components to Shanghai LTI JV and will manufacture the components for Shanghai LTI JV in accordance with the product specifications set out in the Contract Manufacturing Agreement for a term of 50 years (the **“Contract Manufacturing Arrangement”**), be and is hereby approved, confirmed and ratified;
- (b) the cap amounts in relation to the components to be manufactured by Shanghai Maple JV for Shanghai LTI JV under the Contract Manufacturing Agreement for the three financial years ending 31 December 2009 in the amount of RMB0, RMB151,000,000 and RMB521,000,000, respectively, be and are hereby confirmed and approved; and

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

**(5) “THAT**

- (a) the conditional agreement (the “**Supply and Purchase Agreement for Parts and Components**”) dated 22 March 2007 entered into between Shanghai LTI Automobile Components Company Limited (“**Shanghai LTI JV**”) and LTI Limited (“**LTI**”), a copy of which is tabled at the meeting and marked “**E**” and initialed by the chairman of the meeting for identification purposes, pursuant to which Shanghai LTI JV agreed to supply to LTI automobile parts and components in accordance with the product specifications set out in the Supply and Purchase Agreement for Parts and Components for a term of 50 years, be and is hereby approved, confirmed and ratified;
- (b) the cap amounts in relation to the automobile parts and components to be supplied by Shanghai LTI JV to LTI under the Supply and Purchase Agreement for Parts and Components for the three financial years ending 31 December 2009 in the amount of RMB0, RMB107,000,000 and RMB180,000,000, respectively, be and are hereby confirmed and approved; and
- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Supply and Purchase Agreement for Parts and Components.”

**(6) “THAT**

- (a) the conditional agreement (the “**Supply and Purchase Agreement for Automobile Parts, Components and Sub-Assembly**”) dated 22 March 2007 entered into between Shanghai LTI Automobile Components Company Limited (“**Shanghai LTI JV**”) and Shanghai Maple Automobile Company Limited (“**Shanghai Maple**”), a copy of which is tabled at the meeting and marked “**F**” and initialed by the chairman of the meeting for identification purposes, pursuant to which Shanghai LTI JV agreed to supply to Shanghai Maple automobile parts, components and sub-assembly in accordance with the product specifications set out in the Supply and Purchase Agreement for Automobile Parts, Components and Sub-Assembly for a term of 50 years, be and is hereby approved, confirmed and ratified;
- (b) the cap amounts in relation to the automobile parts, components and sub-assembly to be supplied by Shanghai LTI JV to Shanghai Maple under the Supply and Purchase Agreement for Automobile Parts, Components and Sub-Assembly for the three financial years ending 31 December 2009 in the amount of RMB0, RMB480,000,000 and RMB2,676,000,000, respectively, be and are hereby confirmed and approved; and

- (c) any one director of the Company, or any two directors of the Company if the affixation of the common seal is necessary, be and is hereby authorized for and on behalf of the Company to execute all such other documents, instruments and agreements and to do all such acts or things deemed by him/them to be incidental to, ancillary to or in connection with the matters contemplated in the Supply and Purchase Agreement for Automobile Parts, Components and Sub-Assembly.”

By order of the Board of  
**Geely Automobile Holdings Limited**  
**David C.Y. Cheung**  
*Company Secretary*

Hong Kong, 2 April 2007

*Head office and principal place of business in Hong Kong:*

Room 2301, 23rd Floor  
Great Eagle Centre  
23 Harbour Road, Wanchai  
Hong Kong

*Notes:*

1. A form of proxy for use at the meeting is enclosed with the circular of the Company dated 2 April 2007.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorised in writing or, if the appointor is a corporation, either executed under its common seal or under the hand of any officer, attorney or other person authorised to sign the same.
3. Any member entitled to attend and vote at the meeting shall be entitled to appoint another person (who must be an individual) as his/her proxy to attend and vote, in the event of a poll, instead of him/her. A proxy need not be a member of the Company but must attend the meeting in person to represent him/her.
4. In order to be valid, the form of proxy, together with the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, must be deposited at the branch share registrar and transfer office of the Company in Hong Kong, Union Registrars Limited at Room 1803, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong, not less than 48 hours before the time appointed for holding the meeting or any adjourned meeting thereof (as the case may be).
5. Completion and return of the form of proxy will not preclude a member from attending and voting in person at the meeting or any adjourned meeting thereof (as the case may be) should they so wish and in such event, the form of proxy shall be deemed to be revoked.
6. Where there are joint holders of any share(s), any one of such joint holders may vote at the meeting, either in person or by proxy (in the case of a poll), in respect of such share(s) as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, the most senior shall alone be entitled to vote, whether in person or by proxy (in the case of a poll). For this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

*As at the date of this announcement, the executive directors of the Company are Mr. Li Shu Fu, Mr. Gui Sheng Yue, Mr. Xu Gang, Mr. Yang Jian, Mr. Ang Siu Lun, Lawrence, Mr. Yin Da Qing, Richard, Mr. Liu Jin Liang, Mr. Zhao Jie and Dr. Zhao Fuquan and the independent non-executive Directors are Mr. Lee Cheuk Yin, Dannis, Mr. Song Lin and Mr. Yeung Sau Hung, Alex.*

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