



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 Thursday, 22 November 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 dated 13 July 2007 (the “**Zhejiang JV Equity Transfer Agreement**”) entered into between Centurion Industries Limited (“**Centurion**”), a wholly-owned subsidiary of the Company, and Zhejiang Geely Merrie Automobile Company Limited (“**Zhejiang Geely Merrie**”), a copy of which is tabled at the meeting and marked “**A**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Zhejiang Geely Merrie will transfer a 44.19% interest in the registered capital of Zhejiang Geely Automobile Company Limited to Centurion for a consideration of RMB936.33 million, which will be satisfied by the issue of 776,408,000 new shares (the “**Zhejiang JV Consideration Shares**”) of HK\$0.02 each in the share capital of the Company to Zhejiang Geely Merrie at completion, be and is hereby approved, ratified and confirmed;
- (b) subject to the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Zhejiang JV Consideration Shares, the issue of the Zhejiang JV Consideration Shares be and is hereby approved, authorized and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Zhejiang JV Equity Transfer Agreement.”

**(2) “THAT**

- (a) the conditional agreement dated 13 July 2007 (the “**Shanghai Maple JV Equity Transfer Agreement**”) entered into between Value Century Group Limited (“**Value Century**”), a wholly-owned subsidiary of the Company, and Shanghai Maple Automobile Company Limited (“**Shanghai Maple Automobile**”), a copy of which is tabled at the meeting and

marked “**B**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Shanghai Maple Automobile will transfer a 44.19% interest in the registered capital of Shanghai Maple Guorun Automobile Company Limited to Value Century for a consideration of RMB354.53 million, which will be satisfied by the issue of 293,976,000 new shares (the “**Shanghai Maple JV Consideration Shares**”) of HK\$0.02 each in the share capital of the Company to Shanghai Maple Automobile at completion, be and is hereby approved, ratified and confirmed;

- (b) subject to the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Shanghai Maple JV Consideration Shares, the issue of the Shanghai Maple JV Consideration Shares be and is hereby approved, authorized and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Shanghai Maple JV Equity Transfer Agreement.”

(3) “**THAT**

- (a) the conditional agreement dated 13 July 2007 (the “**Zhejiang Kingkong JV Equity Transfer Agreement**”) entered into between Centurion Industries Limited (“**Centurion**”), a wholly-owned subsidiary of the Company, and Zhejiang Haoqing Automobile Manufacturing Company Limited (“**Zhejiang Haoqing**”), a copy of which is tabled at the meeting and marked “**C**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Zhejiang Haoqing will transfer a 44.19% interest in the registered capital of Zhejiang Kingkong Automobile Company Limited to Centurion for a consideration of RMB155.84 million, which will be satisfied by the issue of 129,216,000 new shares (the “**Zhejiang Kingkong JV Consideration Shares**”) of HK\$0.02 each in the share capital of the Company to Zhejiang Haoqing at completion, be and is hereby approved, ratified and confirmed;
- (b) subject to the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Zhejiang Kingkong JV Consideration Shares, the issue of the Zhejiang Kingkong JV Consideration Shares be and is hereby approved, authorized and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Zhejiang Kingkong JV Equity Transfer Agreement.”

(4) “**THAT**

- (a) the conditional agreement dated 13 July 2007 (the “**Zhejiang Ruhoo JV Equity Transfer Agreement**”) entered into between Centurion Industries Limited (“**Centurion**”), a wholly-owned subsidiary of the Company, and Zhejiang Haoqing Automobile Manufacturing Company Limited (“**Zhejiang Haoqing**”), a copy of which is tabled at the meeting and marked “**D**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Zhejiang Haoqing will transfer a 44.19% interest in the registered capital of Zhejiang Ruhoo Automobile Company Limited to Centurion for a consideration of RMB90.21 million, which will be satisfied by the issue of 74,800,000 new shares (the “**Zhejiang Ruhoo JV Consideration Shares**”) of HK\$0.02 each in the share capital of the Company to Zhejiang Haoqing at completion, be and is hereby approved, ratified and confirmed;
- (b) subject to the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Zhejiang Ruhoo JV Consideration Shares, the issue of the Zhejiang Ruhoo JV Consideration Shares be and is hereby approved, authorized and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Zhejiang Ruhoo JV Equity Transfer Agreement.”

(5) “**THAT**

- (a) the conditional agreement dated 13 July 2007 (the “**Hunan Geely JV Equity Transfer Agreement**”) entered into between Centurion Industries Limited (“**Centurion**”), a wholly-owned subsidiary of the Company, and Zhejiang Haoqing Automobile Manufacturing Company Limited (“**Zhejiang Haoqing**”), a copy of which is tabled at the meeting and marked “**E**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Zhejiang Haoqing will transfer a 44.19% interest in the registered capital of Hunan Geely Automobile Components Company Limited to Centurion for a consideration of RMB17.21 million, which will be satisfied by the issue of 14,272,000 new shares (the “**Hunan Geely JV Consideration Shares**”) of HK\$0.02 each in the share capital of the Company to Zhejiang Haoqing at completion, be and is hereby approved, ratified and confirmed;
- (b) subject to the Listing Committee of the Stock Exchange granting the approval for the listing of, and permission to deal in, the Hunan Geely JV Consideration Shares, the issue of the Hunan Geely JV Consideration Shares be and is hereby approved, authorized and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Hunan Geely JV Equity Transfer Agreement.”

(6) “**THAT**

(a) the conditional agreement dated 13 July 2007 (the “**Zhejiang Fulin Guorun Equity Transfer Agreement**”) entered into between Centurion Industries Limited (“**Centurion**”), a wholly-owned subsidiary of the Company, and Zhejiang Fulin Automobile Parts and Components Company Limited (“**Zhejiang Fulin Automobile**”), a copy of which is tabled at the meeting and marked “**F**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, Zhejiang Fulin Automobile will transfer a 49% interest in the registered capital of Zhejiang Fulin Guorun Automobile Parts and Components Company Limited to Centurion for a consideration of RMB22.48 million, which will be satisfied in cash, be and is hereby approved, ratified and confirmed; 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Zhejiang Fulin Guorun Equity Transfer Agreement.”

(7) “**THAT**

(a) the conditional agreement dated 17 September 2007 (the “**Services Agreement**”) entered into between the Company and Zhejiang Geely Holding Group Company Limited (“**Geely Holding**”, together with its subsidiaries, the “**Geely Holding Group**”), a copy of which is tabled at the meeting and marked “**G**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Company will, and will procure its subsidiaries, to supply to Geely Holding Group CKDs and Sedan Tool Kits (as defined in the circular of the Company dated 31 October 2007 (the “**Circular**”)) and Geely Holding Group will in turn supply to the Group CBUs (as defined in the Circular), automobile parts and components and process manufacturing services, be and is hereby approved, ratified and confirmed;

(b) the cap amounts in respect of the supply of CKDs and Sedan Tool Kits to Geely Holding Group and the purchase of CBUs, automobile parts and components and process manufacturing services from Geely Holding Group as set out in the circular of the Company dated 31 October 2007 for each of the three financial years ending 31 December 2009 be and are hereby 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Services Agreement.”

(8) “**THAT**

- (a) the conditional agreement dated 17 September 2007 (the “**Co-operation Agreement (Beijing)**”) entered into between the Company and Beijing Geely University, a copy of which is tabled at the meeting and marked “**H**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Company will, and will procure its subsidiaries, to arrange certain personnel of the Group to lecture at the Beijing Geely University and to provide training facilities at the Group’s production plants for Beijing Geely University’s students (the “**Beijing Geely University Services**”), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Beijing Geely University Services as set out in the circular of the Company dated 31 October 2007 for each of the three financial years ending 31 December 2009 be and are hereby 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Co-operation Agreement (Beijing).”

(9) “**THAT**

- (a) the conditional agreement dated 17 September 2007 (the “**Co-operation Agreement (Zhejiang)**”) entered into between the Company and Zhejiang Economic Management College, a copy of which is tabled at the meeting and marked “**T**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Company will, and will procure its subsidiaries, to arrange certain personnel of the Group to lecture at the Zhejiang Economic Management College and to provide training facilities at the Group’s production plants for students of the Zhejiang Economic Management College (the “**Zhejiang College Services**”), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Zhejiang College Services as set out in the circular of the Company dated 31 October 2007 for each of the three financial years ending 31 December 2009 be and are hereby 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Co-operation Agreement (Zhejiang).”

**(10) “THAT**

- (a) the conditional agreement dated 17 September 2007 (the “**Loan Guarantee Agreement**”) entered into between the Company and Zhejiang Geely Holding Group Company Limited (“**Geely Holding**”, together with its subsidiaries, the “**Geely Holding Group**”), a copy of which is tabled at the meeting and marked “**J**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Company will, and will procure its subsidiaries, to provide guarantees (including the pledge of certain lands, buildings and facilities of the subsidiaries of the Group) on loans obtained or to be obtained by the Geely Holding Group on behalf of the Group (the “**Guarantees**”), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Guarantees as set out in the circular of the Company dated 31 October 2007 for each of the three financial years ending 31 December 2009 be and are hereby 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Loan Guarantee Agreement.”

**(11) “THAT**

- (a) the conditional agreement dated 17 September 2007 (the “**Lease Agreement**”) entered into between the Company, Zhejiang Geely Holding Group Company Limited and Zhejiang Economic Management College, a copy of which is tabled at the meeting and marked “**K**” and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Group will lease certain properties located in Zhejiang Province to Zhejiang Geely Holding Group Company Limited and Zhejiang Economic Management College (the “**Lease**”), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Lease as set out in the circular of the Company dated 31 October 2007 for each of the three financial years ending 31 December 2009 be and are hereby 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/are hereby authorised 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/her to be incidental to, ancillary to or in connection with the matters and transactions contemplated in the Lease Agreement.”

**(12) “THAT**

subject and pursuant to Note 1 to the “Notes on dispensations from Rule 26” of the Hong Kong Code on Takeovers and Mergers, the Whitewash Waiver (as defined and more particularly described in the circular of the Company dated 31 October 2007) be and is hereby approved.”

**SPECIAL RESOLUTION**

**(13) “THAT**

- (a) the increase of the authorized share capital of the Company from HK\$160,000,000 to HK\$240,000,000 by the creation of an additional 4,000,000,000 shares of HK\$0.02 each and the change in the relevant memorandum and articles of association of the Company be and are hereby approved and confirmed; and
- (b) any one director of the Company, or any two directors of the Company if the affixation of the common seal of the Company is necessary, be and is hereby authorised to do all such other acts and execute all such other documents, deeds or instruments as may be required in connected with and incidental to the above or as such Director may deem necessary or desirable to carry into effect the matters herein resolved.”

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

Hong Kong, 31 October 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. Any member of the Company entitled to attend and vote at the meeting by the above notice is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him/her. A proxy need not be a member of the Company.
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 under its seal or under the hand of any officer, attorney or other person authorised to sign the same.
3. In order to be valid, the instrument appointing a proxy and 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 delivered to the office of the branch share registrars of the Company, Union Registrars Limited, at Rooms 1901-02, 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).
4. Completion and return of the form of proxy shall not preclude a member of the Company from attending and voting in person at the meeting or at any adjourned meeting thereof (as the case may be) and in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. Where there are joint registered holders of any share, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he/she was solely entitled thereto, but if more than one of such joint holders are present at the meeting, whether in person or by proxy, the joint registered holder present whose name stands first on the register of members in respect of the shares shall be accepted to the exclusion of the votes of the other registered holders.

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