

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, 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 announcement.



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 THE EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “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, 31 December 2009 at 10:00 a.m. or at any adjournment thereof for the purpose of considering and, if thought fit, passing (with or without amendments) the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

1. “**THAT**

- (a) the conditional master agreement dated 27 November 2009 (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 “A” and initialed by the chairman of the meeting for identification purpose, pursuant to which, (i) the Company together with its subsidiaries (the “**Group**”) agrees to sell CKDs and Sedan Tool Kits (as defined in the circular of the Company dated 14 December 2009 (the “**Circular**”)) to the Geely Holding Group and (ii) the Geely Holding Group agrees to sell CBUs (as defined in the Circular), automobile parts and components; and provide process manufacturing services to the Group, 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 provision of process manufacturing services from Geely Holding Group as set out in the Circular for each of the three financial years ending 31 December 2012 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.”

2. **“THAT**

- (a) the conditional agreement dated 27 November 2009 (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 **“B”** and initialed by the chairman of the meeting for identification purpose, pursuant to which, the Company together with its subsidiaries (the **“Group”**) agrees 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 14 December 2009 for each of the three financial years ending 31 December 2012 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.”

3. **“THAT**

- (a) the conditional agreement dated 27 November 2009 (the **“Shanghai LTI Supply and Purchase Agreement”**) entered into between Shanghai LTI Automobile Components Company Limited (**“Shanghai LTI”**) and Shanghai Maple Automobile Company Limited (**“Shanghai Maple”**), 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, Shanghai LTI agrees to supply to Shanghai Maple and Shanghai Maple agrees to purchase from Shanghai LTI (i) automobile parts and components; (ii) SKD Components; and (iii) CKDs (without the imported engine, transmission and automobile parts) in accordance with the product and service specifications set out in the Shanghai LTI Supply and Purchase Agreement (the **“Supply and Purchase Services”**), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Supply and Purchase Services as set out in the circular of the Company dated 14 December 2009 for each of the three financial years ending 31 December 2012 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 Shanghai LTI Supply and Purchase Agreement.”

4. **“THAT**

- (a) the conditional supplemental agreement dated 27 November 2009 (the **“Supplemental 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 **“D”** and initialed by the chairman of the meeting for identification purpose, pursuant to which, the parties agree to increase the annual caps for the purchase of processed automobile parts and components by the Company together with its subsidiaries (the **“Group”**) from the Geely Holding Group (the **“Purchase Services”**), be and is hereby approved, ratified and confirmed;
- (b) the cap amounts in respect of the Purchase Services as set out in the circular of the Company dated 14 December 2009 for each of the two financial years ending 31 December 2011 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 Supplemental Services Agreement.”

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

Hong Kong, 14 December 2009

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 18/F., Fook Lee Commercial Centre, Town Plaza, 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 announcement, the executive directors of the Company are Mr. Li Shu Fu (Chairman), Mr. Yang Jian (Vice Chairman), Mr. Gui Sheng Yue(Chief Executive Officer), 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.