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FAR EAST CONSORTIUM INTERNATIONAL LIMITED

(Incorporated in the Cayman Islands with limited liability)

Website: <http://www.fecil.com.hk>

(Stock Code: 35)

NOTICE OF EGM

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (the “**Meeting**”) of the above mentioned company (the “**Company**”) will be held at the Xinhua Room, Mezzanine Floor, Cosmopolitan Hotel, 387-397 Queen’s Road East, Wan Chai, Hong Kong on Friday, 19 June 2009 at 3:00 p.m. for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions:

ORDINARY RESOLUTIONS

1. “**THAT**

- (a) the Implementation Deed dated 7th May 2009 (“**Implementation Agreement**”) (a copy of which has been produced to the Meeting and marked “A” and signed by the chairman of the Meeting for the purpose of identification) entered into between the Company, Tan Sri Dato’ David Chiu (“**Chiu**”), Robert Paul Belteky (“**Belteky**”), Craig Grenfell Williams and Deanne Pointon (“**Pointon**”) whereby the parties have conditionally agreed to procure a series of transactions principally pursuant to and contemplated under the agreements described in paragraphs (b) to (i) below (“**Transactions**”), such that, among others: (i) Care Park Group Pty Ltd (“**CPG**”) (a wholly owned subsidiary of FEC Care Park Holdings (Australia) Pty Ltd (“**FEC Care Park**”)) (which is also a wholly owned subsidiary of the Company) as at the date of this notice) shall acquire the entire interest in the entities existing in Australia and New Zealand through which a car park business is operated (“**CP Transaction Entities**”), details of which are set out in the circular dated 3rd June 2009 (“**Circular**”); (ii) the Company shall issue 102,328,571 shares in the Company to Chiu pursuant to the Chiu Sale Agreement as described in paragraph (d); (iii) CPG shall, through the collective effect of the agreements described in paragraphs (b), (c), (d) and (e), upon completion of the Transactions, have 10,000 shares on issue which will be held as to 73.75% by FEC Care Park, 14% by Warmlink Pty Limited (“**Warmlink**”), 9.25% by Chartbridge Pty Limited (“**Chartbridge**”) and 3% by Pointon upon the terms and conditions therein contained, details of which are set out in the Circular and (iv) CPG shall grant Warmlink, Chartbridge and Pointon the right to sell shares in CPG to FEC

Care Park (“**CP Put Options**”) upon the terms and conditions contained in the Shareholders Agreement as described in paragraph (g), details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions contemplated under the Implementation Agreement be and are hereby approved;

- (b) the Minority Swap Agreement dated 7th May 2009 (“**Share Swap Agreement**”) (a copy of which has been produced to the Meeting and marked “B” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) CPG; (ii) Chartbridge in its capacity as trustee of the Craig Williams Family Trust; and (iii) Warmlink in its capacity as trustee of the Belteky Investments Trust, whereby Chartbridge will swap all of the shares in the CP Transaction Entities held by it for 1,425 shares in CPG and Warmlink will swap all of the shares in the CP Transaction Entities held by it for 1,900 shares in CPG, upon the terms and conditions therein contained, details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions contemplated under the Minority Swap Agreement be and are hereby approved;
- (c) the Minority Share Sale Agreement dated 7th May 2009 (“**Minority Agreement**”) (a copy of which has been produced to the Meeting and marked “C” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) FEC Care Park; (ii) Chiu; (iii) Chartbridge in its capacity as trustee of the Craig Williams Family Trust; (iv) Warmlink in its capacity as trustee of the Belteky Investments Trust; (v) Pointon; (vi) Far East Consortium (Australia) Pty Ltd in its own capacity and as trustee of the 360 St Kilda Road Unit Trust (“**FEC Australia**”); (vii) Royal Domain Towers Pty Ltd in its own capacity and as trustee of the 370 St Kilda Road Unit Trust (“**Royal Domain**”); (viii) Far East Rockman Hotels (Australia) Pty Ltd (“**Rockman**”); and (ix) Bradney Proprietary Limited in its own capacity and as trustee of the 265 Exhibition Street Unit Trust (“**Bradney**”) (parties (vi) to (ix) the “**FEC Guarantor Companies**”) whereby FEC Care Park has conditionally agreed to acquire and each of Warmlink and Chartbridge has conditionally agreed to sell 500 ordinary shares each in the share capital of CPG, for an aggregate consideration of A\$4.0 million, which shall be payable in cash upon the terms and conditions therein contained, details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions contemplated under the Minority Agreement be and are hereby approved;
- (d) the Chiu Sale Agreement dated 7th May 2009 (“**Chiu Agreement**”) (a copy of which has been produced to the Meeting and marked “D” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) Chiu; (ii) CPG; (iii) the FEC Guarantor Companies; whereby CPG has conditionally agreed to acquire and Chiu has conditionally agreed to sell (i) 65 ordinary shares in the issued share capital of Care Park Holdings Pty Ltd (“**CPH**”), a company incorporated in Victoria, Australia; (ii) 65 ordinary shares in the issued share capital of Care Park New Zealand Limited (“**CPN**”), a company incorporated in New Zealand; and (iii) 65 ordinary shares in the issued share capital of Care Park Properties Pty Ltd (“**CPP**”), a company incorporated in Victoria, Australia, for an aggregate consideration of A\$24.7 million by way of an issue of 102,328,571 new shares in the Company to be allotted at the issue price of HK\$1.4 to Chiu or his nominee (“**CP Consideration Shares**”) upon the terms

and conditions therein contained, details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions contemplated under the Chiu Agreement be and are hereby approved;

- (e) the Option Cancellation and New Option Deed (“**Option Cancellation Deed**”) dated 7th May 2009 (a copy of which has been produced to the Meeting and marked “E” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) CPN; (ii) CPP; (iii) CPH; (iv) FEC Care Park; (v) CPG; and (vi) Pointon whereby Pointon has conditionally agreed to cancel her option to acquire 5% of the capital of each of CPN, CPP and CPH in consideration of (i) payment by FEC Care Park of A\$0.8 million in cash; and (ii) CPG entering into a new subscription of option agreement with Pointon (“**Pointon Subscription Option Agreement**”) (details of which are set out in the Circular), under which CPG grants Pointon an option to acquire shares equivalent to 3% of CPG’s issued capital (which is expected to be exercised immediately after completion under the Implementation Agreement), details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions and agreements contemplated under the Option Cancellation Deed (including the Pointon Subscription Option Agreement) be and are hereby approved;
- (f) conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (“**Stock Exchange**”) granting the listing of, and permission to deal in the CP Consideration Shares, the creation and issue of the CP Consideration Shares subject to the terms and conditions of the Implementation Agreement be and is hereby approved and that the Directors of the Company (or a duly authorized committee thereof or any persons authorized by them) be and are hereby authorized to allot and issue the CP Consideration Shares upon completion of the transactions contemplated by the Implementation Agreement;
- (g) the Shareholders’ Agreement dated 7th May 2009 (a copy of which has been produced to the Meeting and marked “F” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) Warmlink; (ii) Chartbridge; (iii) Pointon; (iv) FEC Care Park; and (v) FEC Guarantor Companies (“**Shareholders Agreement**”) whereby, among other things, FEC Care Park agrees to grant Warmlink, Chartbridge and Pointon the CP Put Options subject to a cap of A\$5.306 million, A\$3.470 million and A\$1.224 million (equivalent to approximately HK\$30.8 million, HK\$20.1 million and HK\$7.1 million) respectively (“**CP Cap Amount**”), details of which are set out in the Circular, upon the terms and conditions therein contained, details of which are set out in the Circular, be and is hereby approved, confirmed and ratified in all respects and the transactions and agreements contemplated under the Shareholders Agreement be and are hereby approved; and the acquisition at any time by FEC Care Park of shares in CPG pursuant to the exercise of any or all of the CP Put Options (subject to the CP Cap Amount), as contemplated by the Shareholders Agreement, be and are hereby approved, confirmed and ratified in all respects;
- (h) the Belteky Employment Agreement (“**Belteky Employment Agreement**”) to be entered into on or prior to completion of the transactions contemplated under the Implementation Agreement (a copy of which has been produced to the Meeting and marked “G” and signed by the chairman of the Meeting for the purpose of identification) entered into between (i) Belteky; (ii) Care

Park Pty Ltd, a subsidiary of CPG, whereby Belteky will be appointed as the managing director of CPG and all its subsidiaries from the date of completion of the transactions contemplated under the Implementation Agreement for a period of 10 years details of which are set out in the Circular, be and is hereby approved; and

- (i) the Directors of the Company or any committee thereof or any persons authorized by them be and are hereby authorized to take all actions and execute all and such further documents or deeds as they may consider necessary or desirable for the purpose of implementing and giving effect to the transactions contemplated by the Implementation Agreement, the Share Swap Agreement, the Chiu Agreement, the Minority Agreement, the Option Cancellation Deed, the Shareholders Agreement (including the grant of the CP Put Options and the acquisition of shares in CPG pursuant to the exercise of the CP Put Options) and the Belteky Employment Agreement.”

2. “**THAT**

- (a) the Sale and Purchase Agreement dated 7th May 2009 (“**Best Impact Agreement**”) (a copy of which has been produced to the Meeting and marked “H” and signed by the chairman of the Meeting for the purpose of identification) entered into between Tan Sri Dato’ David Chiu (“**Chiu**”) and Apexwill Limited (“**Apexwill**”) whereby Apexwill has conditionally agreed to acquire and Chiu has conditionally agreed to sell one ordinary share of US\$1.00 each in Best Impact Limited (“**Best Impact**”), representing the entire issued share capital of Best Impact and the benefits and interest in the shareholders loan of Best Impact as at the date of completion of the Best Impact Agreement at the consideration of RM52 million, which shall be settled by way of issuance of 81,714,285 new shares of the Company to be allotted at the issue price of HK\$1.4 to Chiu (“**BI Consideration Shares**”) upon the terms and conditions contained therein, details of which are set out in the circular dated 3rd June 2009, be and is hereby approved, confirmed and ratified in all respects and the transactions contemplated under the Best Impact Agreement be and are hereby approved;
- (b) conditional upon the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in the BI Consideration Shares, the creation and issue of the BI Consideration Shares subject to the terms and conditions of the Best Impact Agreement be and are hereby approved and that the Directors of the Company (or a duly authorized committee thereof or any persons authorized by them) be and are hereby authorized to allot and issue the BI Consideration Shares upon completion of the transactions contemplated by the Best Impact Agreement;
- (c) the Directors of the Company or any committee thereof or any persons authorized by them be and are hereby authorized to take all actions and execute all and such further documents or deeds as they may consider necessary or desirable for the purpose of implementing and giving effect to the transactions contemplated by the Best Impact Agreement.”

3. “**THAT** the authorised share capital of the Company be increased from HK\$200,000,000, divided into 2,000,000,000 shares of HK\$0.1 each (“**Shares**”) to HK\$400,000,000 divided into 4,000,000,000 Shares by the creation of an additional 2,000,000,000 Shares ranking pari passu in all respects with existing issued and unissued Shares be and is hereby approved.”
4. “**THAT** subject to and conditional on the passing of resolution 1 as set out in the notice convening this Meeting, and subject and pursuant to Note 1 of the “Notes on dispensations from Rule 26” of the Hong Kong Code on Takeovers and Mergers (“**Code**”), it is hereby confirmed, consented to, agreed and approved that Tan Sri Dato’ David Chiu (“**Chiu**”) and parties acting in concert with him shall not be obliged to make any general offer for shares of HK\$0.1 each (“**Shares**”) in issue in the capital of the Company held by shareholders of the Company (other than those held by Chiu and parties acting in concert with him at the relevant time) which would otherwise have to be made under Rule 26 of the Code as a result of the allotment and issue of the CP Consideration Shares (as defined in ordinary resolution 1 as set out in the notice convening this Meeting).”
5. “**THAT** subject to and conditional on the passing of resolution 2 as set out in the notice convening this Meeting, and subject and pursuant to Note 1 of the “Notes on dispensations from Rule 26” of the Hong Kong Code on Takeovers and Mergers (“**Code**”), it is hereby confirmed, consented to, agreed and approved that Tan Sri Dato’ David Chiu (“**Chiu**”) and parties acting in concert with him shall not be obliged to make any general offer for shares of HK\$0.1 each (“**Shares**”) in issue in the capital of the Company held by shareholders of the Company (other than those held by Chiu and parties acting in concert with him at the relevant time) which would otherwise have to be made under Rule 26 of the Code as a result of the allotment and issue of the BI Consideration Shares (as defined in ordinary resolution 2 as set out in the notice convening this Meeting).”
6. “**THAT** subject and pursuant to Note 1 of the “Notes on dispensations from Rule 26” of the Hong Kong Code on Takeovers and Mergers (“**Code**”), it is hereby confirmed, consented to, agreed and approved that Tan Sri Dato’ David Chiu (“**Chiu**”) and parties acting in concert with him shall not be obliged to make any general offer for shares of HK\$0.1 each (“**Shares**”) in issue in the capital of the Company held by shareholders of the Company (other than those held by Chiu and parties acting in concert with him at the relevant time) which would otherwise have to be made under Rule 26 of the Code as a result of the allotment and issue of Shares as a result of the conversion in full of the zero coupon convertible bond in the principal amount of HK\$331,445,000 by Chiu, details of which are set out in the circular dated 3rd June 2009.”

By Order of the Board
Bill Kwai Pui Mok
Chief Financial Officer and Company Secretary

Hong Kong, 3 June 2009

Notes:

1. A member of the Company entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and, on a poll, to vote on his/her behalf. A proxy need not be a member of the Company.
2. To be valid, a 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 that power or authority, must be deposited at the Company's registrar, Tricor Standard Limited at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not later than 48 hours before the time appointed for holding the Meeting or any adjourned meeting thereof. Completion and return of the form of proxy will not preclude shareholders from attending the Meeting and voting in person.
3. A form of proxy for use at the Meeting is enclosed.
4. In the case of joint holders of any share, any one of such holders may vote at the Meeting either personally or by proxy in respect of such share, but if more than one of such joint holders is present at the Meeting either personally or by proxy, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the other joint holder(s) and for this purpose, seniority will be determined by the order in which the names stand in the register of members in respect of joint holders.
5. The vote at the Meeting will be taken by poll.

As at the date of this notice, the Board comprises four executive Directors namely Mr. Deacon Te Ken Chiu, Tan Sri Chiu, Mr. Dennis Chiu and Mr. Craig Grenfell Williams; two non executive Directors namely Madam Ching Lan Ju Chiu and Mr. Daniel Tat Jung Chiu; and three independent non-executive Directors namely Mr. Jian Yin Jiang, Mr. Kwok Wai Chan and Mr. Peter Man Kong Wong.