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HUA LIEN INTERNATIONAL (HOLDING) COMPANY LIMITED

華聯國際(控股)有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 969)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the extraordinary general meeting (the “**EGM**”) of Hua Lien International (Holding) Company Limited (the “**Company**”) will be held at Dragon II, 2/F, The Kowloon Hotel, 19-21 Nathan Road, Tsimshatsui, Kowloon, Hong Kong on Wednesday, 8 December 2010 at 12:00 noon for the purpose of considering and, if thought fit, passing with or without modification the following resolutions as ordinary resolutions of the Company:

ORDINARY RESOLUTIONS

- (1) “**THAT** the following agreements the Company entered into on 22 October 2010:
 - i. the agreement with China-Africa Development Fund (“**CADFund**”), COMPLANT International Sugar Industry Co., Ltd. (“**COMPLANT**”), River Right Limited (“**River Right**”) and Zheng Da Investments Limited (“**Zheng Da**”) pursuant to which CADFund, COMPLANT and River Right have conditionally agreed to form a joint venture using Zheng Da as the vehicle to carry on the ethanol biofuel business in the Republic of Benin, and that CADfund, COMPLANT and River Right shall contribute capital in an aggregate amount of US\$23,720,000 by way of share capital and shareholders’ loan in the proportion of 25%, 10% and 65% respectively;
 - ii. the agreement with CADFund pursuant to which the Company has conditionally agreed to issue and CADFund has conditionally agreed to subscribe for 90,000,000 new ordinary shares in the Company of par value HK\$0.10 each credited as fully paid (“**Shares**”) at the subscription price of HK\$0.60 per Share; and

- iii. the agreement (“**CN Subscription Agreement**”) with CADFund pursuant to which the Company has conditionally agreed to issue and CADFund has conditionally agreed to subscribe for the redeemable convertible notes (“**Convertible Notes**”) in the principal amount of HK\$24,000,000 convertible into Shares at a conversion price of HK\$0.60 per Share and the outstanding principal amount of the Convertible Notes is repayable on the fifth (5th) anniversary from the date of issue of the Convertible Notes

(collectively the “**Agreements**”) (a copy of which is marked “A” and produced to the meeting and signed by the chairman of the meeting for identification purpose), the terms and conditions of the Convertible Notes in Schedule II attached to the CN Subscription Agreement and all the transactions contemplated under the Agreements including but not limited to:

- (a) the allotment and issue of 90,000,000 Shares (“**Subscription Shares**”) at an issue price of HK\$0.60 per Share by the Company to CADFund;
- (b) the issue of the Convertible Notes by the Company to CADFund; and
- (c) the entering into the share charge by the Company or its wholly owned subsidiary to secure its obligations under the Convertible Notes

be and are hereby confirmed, approved and ratified, and the directors (“**Directors**”) of the Company be and are hereby authorised to do all such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two Directors or any Director together with the secretary of the Company) and to take such steps as the Directors consider necessary, appropriate, desirable or expedient for the implementation of and giving effect to the Agreements and all the transactions contemplated thereunder, and to agree to such variation, amendment, supplement or waiver of matters relating thereto as are, in the opinion of the Directors, in the interest of the Company and the shareholders of the Company as a whole.”

- (2) “**THAT** conditional upon the passing of resolution (1) above and the Agreements having become unconditional, the Directors be and are hereby granted a specific mandate to exercise the powers of the Company to allot, issue and deal with the Subscription Shares and the conversion shares contemplated under the Convertible Notes, which specific mandate can be exercised once or more than once and with a valid term of five years commencing from the issue date of the Convertible Notes.”

- (3) “**THAT** the proposed increased annual caps for the year ending 31 December 2010 and the year ending 31 December 2011 respectively as set out in the circular to the Shareholders dated 22 November 2010 (“**Increased Caps**”) for the supply and services agreement dated 15 December 2008 entered into between Sino-Africa Technology & Trading Limited (中非技術貿易有限公司, “SATT”) and China National Complete Plant Import & Export Corporation (Group) (中國成套設備進出口(集團)總公司), and the four supply and services agreements all dated 15 December 2008 entered into between SATT and La Sucrierie de COMPLANT de Madagascar, COMPLANT Magbass Sugar Complex Company Limited, La Sucrierie de COMPLANT du Benin and Sucrierie Cote Ouest de COMPLANT de Madagascar (Ouest Sucre) respectively (collectively the “Supply and Services Agreements”) with the terms and conditions of the Supply and Service Agreements remaining fully effective and unchanged be and are hereby approved and the Directors of the Company be and are hereby authorised to do all such acts and things, to sign and execute all such further documents (in case of execution of documents under seal, to do so by any two Directors or any Director together with the secretary of the Company) and to take such steps as the Directors consider necessary, appropriate, desirable or expedient for implementation of and giving effect to the Increased Caps.”

Yours faithfully,
For and on behalf of the Board of
Hua Lien International (Holding) Company Limited
Shih Chian Fang
Chairman

Hong Kong, 22 November 2010

Principal Place of Business in Hong Kong:
Unit 2513A, 25th Floor
113 Argyle Street
Mongkok, Kowloon
Hong Kong

Notes:

- (1) A member entitled to attend and vote at the meeting convened by the above notice is entitled to appoint another person (who must be an individual) as his proxy to attend and vote instead of himself. A proxy need not be a member of the Company.
- (2) Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto. But if more than one of such joint holders be present at the meeting personally or by proxy, that one of the said persons so present being the most or, as the case may be, the more senior shall alone be entitled to vote in respect of the relevant joint holding. Seniority shall be determined by reference to the order in which the names of the joint holders stand on the register of members of the Company in respect of the relevant joint holding.

- (3) In order to be valid, the form of proxy together with a power of attorney or other authority, if any, under which it is signed must be deposited at the Company's principal place of business in Hong Kong at Unit 2513A, 25th Floor, 113 Argyle Street, Mongkok, Kowloon, Hong Kong not less than 48 hours before the time fixed for holding the meeting or adjourned meeting.
- (4) Delivery of the form of proxy will not preclude a member from attending and voting in person at the meeting convened and in such event, the form of proxy shall be deemed to be revoked.

As at the date of this announcement, the Board comprises seven directors, of which four are executive directors, namely Mr. Shih Chian Fang, Mr. Liaw Yuan Chian, Mr. Han Hong and Mr. Xiao Longlong, and three are independent non-executive directors, namely Dr. Zheng Liu, Mr. Yu Chi Jui and Ms. Li Xiao Wei.

** For identification purpose only*