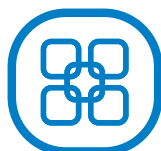


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## **TCC INTERNATIONAL HOLDINGS LIMITED**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 1136)**

### **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting of TCC International Holdings Limited (the “**Company**”) will be held at Gloucester Room, 2nd Floor, Mandarin Oriental, Hong Kong Limited, 5 Connaught Road, Central, Hong Kong on Thursday, 21 January 2010 at 10:00 a.m. for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions of the Company:

#### **ORDINARY RESOLUTIONS**

1. “**THAT**

- (a) the agreement dated 15 December 2009 entered into between the Company and Taiwan Cement Corporation (“**T’Cement**”, and together with its subsidiaries, the “**T’Cement Group**”) pursuant to which the Company and its subsidiaries (the “**Group**”) will purchase cement from the T’Cement Group required by the Group on an ongoing basis for its operations in Hong Kong (the “**Hong Kong Cement Supply Agreement**”), a copy of which is produced to the meeting marked “A” and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and

- (b) the proposed annual caps in relation to the transactions under the Hong Kong Cement Supply Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$152,000,000, HK\$176,000,000 and HK\$200,000,000, respectively, be and are hereby approved.”

2. **“THAT**

- (a) the agreement dated 15 December 2009 entered into between the Company and Taiwan Cement Corporation (“**T’Cement**”, and together with its subsidiaries, the “**T’Cement Group**”) pursuant to which the Group will purchase cement and/or clinker from the T’Cement Group required by the Group on an ongoing basis for its operations in the PRC (the “**PRC Cement Supply Agreement**”), a copy of which is produced to the meeting marked “**B**” and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and
- (b) the proposed annual caps in relation to the transactions under the PRC Cement Supply Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$82,000,000, HK\$85,000,000 and HK\$89,000,000, respectively, be and are hereby approved.”

3. **“THAT**

- (a) the agreement dated 15 December 2009 entered into between Jurong TCC Cement Co., Ltd. (句容台泥水泥有限公司) (“**TCC Jurong**”), a wholly owned subsidiary of the Company and Chia Hsin Cement Corporation (“**Chia Hsin Cement**”), and together with its subsidiaries, the “**Chia Hsin Group**”) pursuant to which TCC Jurong will agree to supply cement to the Chia Hsin Group on an ongoing basis (the “**Chia Hsin Cement Agreement**”), a copy of which is produced to the meeting marked “**C**” and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and
- (b) the proposed annual caps in relation to the transactions under the Chia Hsin Cement Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$112,000,000, HK\$116,000,000 and HK\$119,000,000, respectively, be and are hereby approved.”

4. **“THAT**

- (a) the agreement dated 15 December 2009 entered into between TCC Fuzhou Cement Company Limited (福州台泥水泥有限公司) (“**TCC Fuzhou**”), a wholly owned subsidiary of the Company and Shanghai Conch Construction Material International Trading Company Limited (“**Conch International Trading**”) pursuant to which Conch International Trading will supply clinker to TCC Fuzhou on an ongoing basis (“**Conch International Trading Clinker Agreement**”), a copy of which is produced to the meeting marked “**D**” and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and

- (b) the proposed annual caps in relation to the transactions under the Conch International Trading Clinker Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$150,000,000, HK\$156,000,000 and HK\$163,000,000, respectively, be and are hereby approved.”

5. **“THAT**

- (a) the two agreements each dated 15 December 2009 entered into between TCC (Gui Gang) Cement Limited (台泥(貴港)水泥有限公司) (“**TCC Guigang**”), a wholly owned subsidiary of the Company and Da Tong (Guigang) International Logistics Company Limited (“**Da Tong Logistics**”) and Guigang Da-Ho Shipping Company Limited (“**Da-Ho Shipping**”) pursuant to which Da Tong Logistics and Da-Ho Shipping will provide road transportation services and shipping services, respectively, to TCC Guigang in relation to the transportation of cement and/or clinker on an on-going basis (the “**TCC Guigang Cement/Clinker Transportation and Management Service Agreement**”) and the transportation of gypsum and coal on an on-going basis (the “**TCC Guigang Gypsum/Coal Transportation and Management Service Agreement**”), respectively, copies of which are produced to the meeting marked “**E**” and “**F**” respectively and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder;
- (b) the proposed annual caps in relation to the transactions under the TCC Guigang Cement/Clinker Transportation and Management Service Agreement of HK\$136,000,000 for each of the three years ending 31 December 2010, 2011 and 2012, respectively, be and are hereby approved; and
- (c) the proposed annual caps in relation to the transactions under the TCC Guigang Gypsum/Coal Transportation and Management Service Agreement of HK\$83,000,000 for each of the three years ending 31 December 2010, 2011 and 2012, respectively, be and are hereby approved.”

6. **“THAT**

- (a) the two agreements each dated 15 December 2009 entered into between TCC Yingde Cement Company Limited (台泥(英德)水泥有限公司 (“**TCC Yingde**”), a wholly owned subsidiary of the Company and Da Tong (Guigang) International Logistics Company Limited (“**Da Tong Logistics**”) and Guigang Da-Ho Shipping Company Limited (“**Da-Ho Shipping**”) pursuant to which Da Tong Logistics and Da-Ho Shipping will provide road transportation services and shipping services, respectively, to TCC Yingde in relation to the transportation of cement and/or clinker on an on-going basis (the “**TCC Yingde Cement/Clinker Transportation and Management Service Agreement**”) and the transportation of coal on an on-going basis (the “**TCC Yingde Coal Transportation and Management Service Agreement**”), respectively, copies of which are produced to the meeting marked “**G**” and “**H**” respectively and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder;
- (b) the proposed annual caps in relation to the transactions under the TCC Yingde Cement/Clinker Transportation and Management Service Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$5,200,000, HK\$5,900,000 and HK\$5,900,000, respectively, be and are hereby approved; and
- (c) the proposed annual caps in relation to the transactions under the TCC Yingde Coal Transportation and Management Service Agreement of HK\$77,500,000 for each of the three years ending 31 December 2010, 2011 and 2012, respectively, be and are hereby approved.”

7. **“THAT**

- (a) the agreement dated 15 December 2009 entered into between TCC Fuzhou and Guigang Da-Ho Shipping Company Limited (“**Da-Ho Shipping**”) pursuant to which Da-Ho Shipping will provide shipping services to TCC Fuzhou in relation to the transportation of clinker on an on-going basis (the “**TCC Fuzhou Transportation and Management Service Agreement**”), a copy of which is produced to the meeting marked “**I**” and initialed by the chairman of the meeting for identification purpose, and the transactions contemplated thereunder be and are hereby confirmed, approved and ratified, and any one director of the Company be and is hereby authorised to take such actions and execute such documents (to be countersigned by another director of the Company or by the secretary of the Company if the common seal of the Company is required to be affixed thereto) as he may consider necessary or desirable to carry out and complete the transactions contemplated thereunder; and
- (b) the proposed annual caps in relation to the transactions under the TCC Fuzhou Transportation and Management Service Agreement for the three years ending 31 December 2010, 31 December 2011 and 31 December 2012 of HK\$88,000,000, HK\$103,000,000 and HK\$103,000,000, respectively, be and are hereby approved.”

By Order of the Board of  
**TCC INTERNATIONAL HOLDINGS LIMITED**  
**Kwok Pui Ha**  
*Company Secretary*

Hong Kong, 5 January 2010

*Notes:*

1. In order to qualify for attending and voting at the above meeting, all transfer of shares accompanied by the relevant share certificates must be lodged with the Company's branch share registrars in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong for registration not later than 4:30 p.m. on 18 January 2010.
2. A member entitled to attend and vote at the above meeting is entitled to appoint one or more proxies to attend and vote in his stead. A proxy need not be a member of the Company.
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 of attorney or authority, must be lodged with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Rooms 1806-1807, 18th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong not less than 48 hours before the time fixed for holding the meeting or any adjournment thereof.
4. Pursuant to Rule 13.39(4) of the Listing Rules, any vote of shareholders at a general meeting must be taken by poll.

*As at the date of this announcement, the Board of Directors of the Company is comprised of Mr. Koo, Cheng-Yun, Leslie as the Chairman and an executive Director; Mr. Wu Yih Chin as the Managing Director and an executive Director; Dr. Shan Weijian, Mr. Chang, An-Ping, Nelson, Mr. Chang, Kang-Lung, Jason and Ms. Wang, Lishin, Elizabeth as non-executive Directors; and Mr. Liao Poon Huai, Donald, Dr. Chih Ching Kang, Kenneth and Mr. Shieh, Jen-Chung, Roger as independent non-executive Directors.*