

EURO ASIA PREMIER REAL ESTATE COMPANY LIMITED
(a business company incorporated in the British Virgin Islands)

NOTICE IS HEREBY GIVEN that the 2014 annual general meeting of the Members of Euro Asia Premier Real Estate Company Limited (the *Company*) will be held at 27 Floor, 28 Queen's Road East, Wanchai, Hong Kong on 27 June, 2014 at 10 a.m. for the following purposes:

AGENDA

1. To appoint a chairman of the meeting.
2. To confirm notice.
3. To consider, if available, the minutes of the last meeting of Members.
4. To receive the financial statements of the Company the reports of the Auditors for the financial year ended 31 December 2013.
5. To re-appoint Mazars CPA Limited as the Company's Auditors and to authorise the Directors to fix their remuneration.
6. To approve the changes in the Company's article of association
7. To authorize a general mandate of issuance of capital stock of five million five hundred thousand shares or 50% by the board of directors in addition to the mandate granted in March, 2014.
7. To confirm the acts of the Directors and Officers of the Company, relative to the business of the Company, up to the date of this meeting.
8. To transact any other business that may be transacted at an Annual General Meeting.

By Order of the Board

Dated:

Director
Patrick P.L. Chan

Notes:

1. A Shareholder entitled to attend and vote at the Annual General Meeting who is a holder of two (2) or more shares is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a Shareholder.
2. The Proxy Form must be lodged at the Company, 27th Floor, 28 Queens Road East, Wanchai, Hong Kong. Attention: Mr. Patrick P.L. Chan, or by email to Patrick.chan.pl@gmail.com 2 days before the time appointed for the Annual General Meeting.

EURO ASIA PREMIER REAL ESTATE COMPANY LIMITED

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I *ANNUAL GENERAL MEETING – PROXY FORM*

We, Clearstream Banking S.A. (*Clearstream*) of Corporate Actions – Proxy Voting and Disclosures, Budova Corso Iia, Krizikova 148/34, 186 00 Prague 8, Czech Republic, (instructions to CEDELULL to the attention of PCP Teambeing), being a shareholder of record on 16 June, 2014 of Euro Asia Premier Real Estate Company Limited (the *Company*) hereby appoint the chairman of the meeting failing whom the person whose name(s) and particulars are set out in Part I below as our proxy(proxyes) to vote for us on our behalf at the 2014 annual general meeting (the *AGM*) of the Company to be held at 27 Floor, 28 Queen’s Road East, Wanchai, Hong Kong at 10am on 27 March 2014, and at any adjournment thereof:

Please indicate how you wish your vote to be cast by checking either the box marked FOR or AGAINST.

If you do not do so, the proxy will abstain or vote for or against the resolutions in his discretion. If more than one proxy has been appointed and each proxy is to vote differently, then also specify the name of the proxy in the box to be voted for or against respectively.

II	No. Resolutions	For	Against
	1. Resolution: To approve the receipt and adoption of the Financial Statements and the Reports of the Auditors for the financial year ended 31 December 2013		
	2. Resolution: To approve the re-appointment of Mazars CPA Limited as the Auditors of the Company and the authorisation of the Directors to fix their remuneration		
	3. Resolution: To approve the changes to The Company’s article of association as approved by the board of directors		
	4. Resolution: To approve a general mandate to the board of directors to issue 5.5 million shares expiring at the AGM of 2017		
	5. Resolution: To ratify and confirm all and any acts of the Directors and Officers of the Company, relative to the business of the Company, up to the date of this meeting.		

Dated: 2014.

Clearstream Banking S.A.

Signature of Director

Signature of Director/Secretary

IMPORTANT: PLEASE READ NOTES OVERLEAF

Common Seal

Notes:

- 1) A shareholder entitled to attend and vote at the AGM who is a holder of two (2) or more shares is entitled to appoint not more than two proxies to attend and vote in his stead. A proxy need not be a shareholder.
- 2) A shareholder who wishes to appoint more than one proxy must specify the proportion of shareholdings (expressed as a percentage of the whole) to be represented by each proxy. If no proportion of shareholdings is specified, the proxy whose name appears first shall be deemed to carry 100 per cent of the shareholding of his appointer and the proxy whose name appears second shall be deemed to be appointed in the alternate.
- 3) This Proxy Form must be lodged at the Company, 27th Floor, 28 Queens Road East, Wanchai, Hong Kong. Attention: Mr. Patrick P.L. Chan, or by email to Patrick.chan.pl@gmail.com 2 days before the time appointed for the Annual General Meeting.
- 4) In the case of joint holders, any one such person may sign.
- 5) The completion and return of this Proxy Form will not preclude shareholders from attending and voting at the AGM should they decide to do so.
- 6) The Company is entitled to reject any Proxy Form which is incomplete, improperly completed or illegible or where the true intentions of the shareholder(s) are not ascertainable from the instructions specified thereon.
- 7) Generally on a show of hands every shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by one of its officers as its proxy shall have one vote. On a poll every shareholder who is present in person or by proxy shall have one vote for every fully paid share of which he is the holder. A person entitled to more than one vote need not use all his votes or cast them in the same way. For more information on voting, reference should be made to the Company's Articles of Association.

Proposed Changes to the Articles of Association

RIDER 1.5

1.5 In the Articles:

- (a) a person will be treated as having an “**interest**”: in Shares if:
 - (i) he is the legal or beneficial owner of them;
 - (ii) he has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
 - (iii) by virtue of any agreement to purchase, option or derivative he has the right or option to acquire them or call for their delivery; or he is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute;
 - (iv) he is party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them; or
 - (v) he has received an irrevocable commitment in respect of them;
- (b) “**Bank**” means any financial institution who has an interest in Shares by virtue of its account held with the Custodian and holding such interest in Shares as trustee or otherwise on behalf of those individuals who have an interest in Shares through a securities or similar account held with such financial institution

RIDER 6

6. FORFEITURE

- 6.1. Shares that are not fully paid on issue are subject to the forfeiture provisions set forth in this Regulation and for this purpose Shares issued for a promissory note, other written obligation to contribute money or property or a contract for future services are deemed to be not fully paid.
- 6.2. A written notice of call specifying the date for payment to be made shall be served on the Shareholder who defaults in making payment in respect of the Shares.
- 6.3. The written notice of call referred to in Sub-Regulation 6.2 shall name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which the payment required by the notice is to be made and shall contain a statement that in the event of non-payment at or before the time named in the notice the Shares, or any of them, in respect of which payment is not made will be liable to be forfeited.
- 6.4. Where a written notice of call has been issued pursuant to Sub-Regulation 6.3 and the requirements of the notice have not been complied with, the directors may, at any time before tender of payment, forfeit and cancel the Shares to which the notice relates.
- 6.5. The Company is under no obligation to refund any moneys to the Shareholder whose Shares have been cancelled pursuant to Sub-Regulation 6.4 and that Shareholder shall be discharged from any further obligation to the Company.
- 6.6. Notwithstanding any other provision of the Articles, the Company may treat any person interested in any Shares if:
 - (a) the person holding such Shares or any person who is or may be interested in such Shares either fails to respond to a written notice served on that person by the Company requiring a disclosure of any interest in those Shares or has given to the Company a notification pursuant to such notice which in the opinion of the Director fails to establish the identities of those persons interested in the Shares and if, after taking into account such notification and any other relevant notification pursuant to such notice, the Company knows or has reasonable cause to believe that the person in question is or may be interested in the Shares; or
 - (b) that person, not being a holder of Shares, is interested in those Shares in any manner or the Company otherwise has reasonable cause to believe that it is.
- 6.7. A person (other than the Custodian or a Bank) may not whether by himself or with persons determined by the Directors to be acting in concert with him, be interested in, hold or acquire on or after 1 July 2014 (the “**Effective Date**”), an interest in Shares which, taken together with Shares in which persons determined by the Directors to be acting in concert with him, carry 25 per cent (the “**Limit**”), or more of the voting rights attributable to all the Shares except as consented to by the Directors on or after the Effective Date.
- 6.8. Where any person (other than the Custodian) holds or is interested in Shares in excess of the Limit on or after the Effective Date, except where consented to by the Directors, that person (the “**Defaulting Shareholder**”) is in breach of this Regulation 6.

- 6.9. The Company may (in the absolute discretion of the Directors) do all or any of the following where it has reason to believe that the Limit is or may be breached:
- (a) make such determination under this Regulation 6 as they in their sole discretion fit think;
 - (b) forfeit and cancel some or all of the Shares which the Directors determine in their sole discretion to be held by or in which the Defaulting Shareholder is interested (the “**Affected Shares**”);
 - (c) in respect of some or all of any Affected Shares remove the right to vote at any meeting of Shareholders and/or any right to any dividends or other distributions (whether of income or of capital) from a particular time for a definite period; and
 - (d) take such other action as it thinks fit for the purposes of this Regulation 6 including executing documents on behalf of any Defaulting Shareholder or otherwise in respect of Affected Shares.
- 6.10. Upon any forfeiture and cancellation pursuant to Sub-Regulation 6.9:
- (a) the Company shall be under no obligation to pay or to refund any moneys to the Defaulting Shareholder and that Defaulting Shareholder shall cease to have any rights as regards the forfeited Affected Shares; and
 - (b) the Directors shall notify the Custodian thereof and the register of Members shall be updated accordingly.
- 6.11. The Directors have full authority to determine the application of this Regulation 6, including as to the interpretation of any term used in the Articles. Such authority shall include all discretion, without limitation, the determination of conditions and consents, the consideration to be offered and any restrictions on the exercise of control. Any resolution or determination of, or decision or exercise of any discretion of power by, any Director under or pursuant to this Regulation 6 shall be final and conclusive; and anything done by, or on behalf of, or on the authority of, any Director pursuant to this Regulation 6 shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give the reason for any decision, determination or declaration taken or made in accordance with this Regulation 6.
- 6.12. Any one or more of the Directors may act as the attorney(s) of a Defaulting Shareholder in relation to the execution of documents and other actions to be taken for the forfeiture or redemption of Affected Shares determined by the Directors under this Regulation 6.

DISCLOSURE OF INTERESTS IN SHARES AND COMPANY INVESTIGATIONS

24.1 For the purposes of this Regulation 24.1:

- (a) a person's interest shall be "**notifiable**" if the aggregate number of the Shares in which he has such interest is equal to or exceeds five per cent. of the number of issued Shares;
- (b) an "arm's length transfer" in relation to any Shares is a transfer of an interest therein which is shown to the satisfaction of the Board to be made pursuant to:
 - (i) a sale of those Shares to a *bona fide* unconnected third party on any stock exchange or market on which the Shares are normally traded; or
 - (ii) an acceptance of a takeover offer for the Company, being an offer to acquire all the Shares, or all the Shares of any class or classes (other than Shares which are at the date of the offer already held by the offeror or persons acting in concert with the offeror); and
- (c) "**Relevant Shares**" means in relation to a person having an interest in Shares, those Shares in which he has a notifiable interest.

24.2 The provisions of this Regulation 24 are in addition to and separate from any other rights or obligations arising at law or otherwise.

NOTIFICATION OF INTERESTS IN SHARES

24.3 Where a person:

- (a) acquires or disposes of his interest in Relevant Shares; or
- (b) knows that any other person has acquired or disposed of an interest in Relevant Shares; or
- (c) becomes aware of any other change in circumstances affecting his or any other person's interest in any Relevant Shares,

then, if the circumstances set out in Regulation 24.4 apply, he shall become obliged to notify the Company of his interests (if any) in the Relevant Shares, and to the extent he is aware of such further information and is not prevented by applicable law from disclosing the same, to notify the Company of the interests of any other person in the Relevant Shares.

24.4 The circumstance in which a holder of Shares is obliged to notify the Company of matters relating to interests in Relevant Shares pursuant to Regulation 24.3 are where he or any other person has a notifiable interest in Relevant Shares as of the Effective Date as a result of an acquisition or disposal which occurred on or before the Effective Date or thereafter immediately:

- (a) after the relevant acquisition or disposal, but did not have such an interest immediately before that time.

- (b) before the relevant acquisition or disposal, but does not have such an interest immediately after it; or
 - (c) before the relevant acquisition or disposal, and has such an interest immediately after it, but the percentage levels of his interest immediately after it are not the same.
- 24.5 For the purposes of Regulation 24.4, “**percentage level**” means the percentage figure found by expressing the aggregate number of all the Shares in which the person has an interest immediately before or (as the cases may be) immediately after the relevant acquisition or disposal (or the time when he became aware of any other circumstance affecting interests in Shares) as a percentage of the total number of Shares in issue, and rounding that figure down, if it is not a whole number, to the next whole number.
- 24.6 Any notification required to be made under Regulation 24.3 must be made in writing to the Company within the period of four days from the day on which that obligation arises. The period for the submission of any notification to the Company may be extended by the Directors at their discretion.
- 24.7 The notification shall state the number of Shares (if any) in which the person making the notification knows he (or any other relevant person) had an interest at the time when the obligation arose, and (except where the notification states that a person no longer has a notifiable interest) such notification shall include the following particulars, so far as known to the person making the notification at the date when it is made:
- (a) the identity of each person having an interest in Shares (an “**Interested Person**”) to which the notification relates and the number of such shares in which he is interested and, if the Interested Person is not entitled to exercise the voting rights attaching to the Shares, the identity of the person who is entitled to exercise the voting rights on his behalf;
 - (b) the nature of the interests in the Relevant Shares and the chain of controlled undertakings (if applicable) through which the voting rights are effectively held;
 - (c) the date on which the relevant percentage level was reached or crossed;
 - (d) in the case of a person making the notification in relation to Shares in which he has an interest, the change since the last notification he made regarding his interest; and
 - (e) the resulting situation in voting rights.
- 24.8 Where a person authorizes another (the “**agent**”) to acquire or dispose of, on his behalf, interests in Shares, he shall procure that the agent notifies him immediately of acquisitions or disposals effected by the agent which will or may give rise to any obligation of disclosure imposed by this Regulation 24 with respect to his interest in the Shares.
- 24.9 A person shall be treated as appearing to have an interest in a Share if the Custodian, a Bank or any other person has informed the Company that the person has or may have such an interest, or if the Company (after taking account of information obtained from him, or pursuant to a notice from anyone else) knows or has reasonable cause to believe that the person has or may have such an interest.
- 24.10 If it shall come to the notice of the Directors that any person (other than the Custodian) who

has or appears (in the absolute discretion of the Directors) to have an interest in Shares (a “**Defaulting Shareholder**” has not within the requisite period made, or as the case may be, procured the making of any notification required by this Regulation 24, the Company may (in the absolute discretion of the Directors) do all or any of the following in respect of the Shares in relation to which the default has occurred (the “**Default Shares**”, which expression shall include any further Shares which are subsequently acquired):

- (a) make such determination under this Regulation 24 as they in their sole discretion fit think;
- (b) rescind or reverse the relevant acquisition or disposal of the interest in all of the Default Shares whether or not requiring a repayment of the monetary or other consideration paid;
- (c) sell, assign or transfer the interest in all of the Default Shares whether or not on an arm’s length transfer;
- (d) compulsorily redeem (for a total of US\$1.00) and cancel all of the Default Shares;
- (e) forfeit and cancel all of the Default Shares;
- (f) in respect of all of the Default Shares remove the right to vote at any meeting of Shareholders and/or any right to any dividends or other distributions (whether of income or of capital) from a particular time for a definite period; and
- (g) take such other action as it thinks fit for the purposes of this Regulation 24 including executing documents on behalf of any Defaulting Shareholder or otherwise in respect of Default Shares.

24.11 Upon any rescission, reversal sale, assignment, transfer, cancellation or forfeiture pursuant to Sub-Regulation 24.10:

- (a) the Defaulting Shareholder shall cease to have any rights as regards the Default Shares.
- (b) the Directors shall notify the Custodian and, if applicable, the register of Members shall be updated accordingly

24.12 Upon any forfeiture pursuant to Sub-Regulation 24.10 (e), the Company shall be under no obligation to pay or to refund any moneys to the Defaulting Shareholder.

24.13 The Directors have full authority to determine the application of this Regulation 24, including as to the interpretation of any term used in the Articles. Such authority shall include all discretion, without limitation, the determination of conditions and consents, the consideration to be offered and any restrictions on the exercise of control. Any resolution or determination of, or decision or exercise of any discretion of power by, any Director under or pursuant to this Regulation 6 shall be final and conclusive; and anything done by, or on behalf of, or on the authority of, any Director pursuant to this Regulation 24 shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Directors shall not be required to give the reason for any decision, determination or declaration taken or made in accordance with this Regulation 24.

24.14 Any one or more of the Directors may act as the attorney(s) of a Defaulting Shareholder in relation to the execution of documents and other actions to be taken for the forfeiture or redemption of Affected Shares determined by the Directors under this Regulation 24.

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