

FIRST PACIFIC COMPANY LIMITED

(Incorporated in Bermuda with limited liability)

Website: <http://www.firstpacco.com>

(Stock Code: 00142)

Form of Proxy for use at the SPECIAL GENERAL MEETING ("SGM") of First Pacific Company Limited (the "Company") to be held at 24th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong SAR at 3:00 p.m. on Wednesday, 14th June 2006 and at any adjournment thereof.

I/We,¹ _____ (and) _____
of _____
being the registered holder(s) of² _____ ordinary shares of US\$0.01 each in the capital
of the Company, HEREBY APPOINT the Chairman of the SGM or³ _____
of _____
as my/our proxy to attend and vote for me/us and on my/our behalf⁴ at the SGM (and at any adjournment thereof) for the purpose of considering and, if
thought fit, passing the resolutions set out in the Notice convening the SGM dated 22nd May 2006 (the "Resolutions") as hereunder indicated and, if no such
indication is given, as my/our proxy thinks fit⁵.

Please indicate with an "x" in the space provided how you wish your vote(s) to be cast on a poll. Should this form be returned duly signed, without a specific
direction, the proxy will vote or abstain at his discretion.

	RESOLUTIONS	For ⁶	Against ⁶
1.	That the sale and supply agreement between the food ingredients division of PT. Indofood Sukses Makmur Tbk ("Indofood") ("FID") and De United Food Industries Ltd. ("DUFIL") dated 28th March 2005 (as more particularly described in the Table of Noodles Business Transactions, set out on page 9 of the letter from the Board contained in the circular issued by the Company on 22nd May 2006 to its shareholders (the "Circular")), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
2.	That the sale and supply agreement as amended by way of an addendum dated 3rd October 2005, between PT Ciptakemas Abadi ("CKA") and DUFIL dated 28th March 2005 (as more particularly described in the Table of Noodles Business Transactions, set out on page 9 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved, and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
3.	That the trademark and technical services agreement dated 1st November 2002, as amended and extended pursuant to a letter agreement entered into on 13th April 2006, between Indofood and DUFIL (as more particularly described in the Table of Noodles Business Transactions, set out on page 10 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved, and that the duration of the agreement in excess of three years be confirmed, and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
4.	That the sale and supply agreement between FID and Pinehill Arabian Food Ltd. ("Pinehill") dated 28th March, 2005 (as more particularly described in the Table of Noodles Business Transactions, set out on page 10 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
5.	That the sale and supply agreement between CKA and Pinehill dated 28th March, 2005 (as more particularly described in the Table of Noodles Business Transactions, set out on page 11 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
6.	That the trademark licensing agreement dated 1st February 1995, as amended by way of supplemental agreement of 28th December 2001 and extended by way of supplemental agreement of 25th August 2005 in accordance with the terms of the agreement for a period of five years until 31st December 2010 between Indofood and Pinehill (as more particularly described in the Table of Noodles Business Transactions, set out on page 11 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved, and that the duration of the agreement in excess of three years be confirmed, and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		
7.	That the technical services agreement dated 1st February 1995, as amended by way of supplemental agreement of 16th August 2005 and extended by way of supplemental agreement of 25th August 2005 in accordance with the terms of the agreement for a period of five years until 31st December 2010 between PT Prima Inti Pangan Sejati ("PIPS") and Pinehill (as more particularly described in the Table of Noodles Business Transactions, set out on page 11 of the letter from the Board contained in the Circular), the performance of the transactions contemplated by that agreement and the Annual Caps (as defined in the Circular) applicable to that agreement as set out in the Circular be and are each hereby approved, and that the duration of the agreement in excess of three years be confirmed, and that any director of the Company be and is hereby authorized to do such further acts and things and execute further documents and take all such steps which in his opinion may be necessary, desirable or expedient to implement and/or give effect to the terms of such agreement.		

Signature (s)^{7, 8, 9, 10 and 11}: _____ Date: _____ 2006

Notes:

1. Please insert your full name(s) and address in block capitals. All joint holders' names should be stated.
2. Please insert the number of ordinary shares registered in your name(s) to which this Form of Proxy is to relate. If no number is inserted, this Form of Proxy will be deemed to relate to all the ordinary shares in the capital of the Company registered in your name(s).
3. If any proxy other than the Chairman of the SGM is appointed, strike out "the Chairman of the SGM or" and insert the name and address of the desired proxy in the space provided and initial the alteration.
4. Completion and delivery of the Form of Proxy will not preclude you from attending and voting at the SGM if you so wish.
5. A proxy need not be a member of the Company but must attend the Meeting in person to represent you.
6. Important: if you wish to vote for a Resolution, please mark an "x" in the box "FOR". If you wish to vote against a Resolution, please mark an "x" in the box under "AGAINST". Failure to mark an "x" either box will entitle your proxy to cast your vote at his/her discretion. Save to the extent of the instructions as aforesaid, this Form of Proxy gives absolute authority to the proxy to do all such things (including voting or abstaining as he/she may in his/her absolute discretion consider appropriate) in respect of any business which may arise at the SGM.
7. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders.
8. In the case of a corporation, this Form of Proxy must be executed under its Common Seal or under the hand of an officer or attorney duly authorized.
9. To be valid, this Form of Proxy, together with any power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of authority must be deposited at the Company's principal office (Attention: Corporate Secretarial Department) at 24th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong SAR not less than 48 hours before the time of the meeting or at any adjournment thereof.
10. Any alterations made in this Form of Proxy must be initialled.
11. The Chairman will demand a poll on each of the resolutions submitted for determination at the SGM. On a poll, every member present in person or by a duly authorized corporate representative or by proxy shall have one vote for every share held by him. The results of the poll will be published in the local newspapers and on the website of the Company and The Stock Exchange of Hong Kong Limited, on the business day following the SGM.