

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 10:30 a.m. on Wednesday, 20th June 2007 and at any adjournment thereof.

I/We, ¹ _____ (and) _____
of _____
being the registered holder(s) of ² _____ ordinary shares of US\$0.01 each in the capital of the Company, HEREBY APPOINT the
Chairman of the SGM or ³ _____ of _____

as my/our proxy to attend and vote for me/us 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 SGM⁴.

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	Against
1.	THAT the agreements relating to the provision of related technical services and the licensing of related trademarks by Indofood (as defined in the Circular) from time to time to SAWAB (as defined in the Circular) (as more particularly described in Table A as set out on page 9 of the Letter from the Board section (the "Letter") of the circular issued by the Company to its shareholders (the "Circular") and the agreements relating to the provision of raw materials or finished and packaging products by the Indofood Group to SAWAB (as more particularly described in the Letter) (together the "SAWAB Agreements") and the Annual Caps in respect of the years 2007, 2008 and 2009 (as defined in the Circular) in respect of the SAWAB Agreements be and are hereby approved.		
2.	THAT the renewal, for a further term of three years, of the sale and supply agreement entered into between FID (as defined in the Circular) and DUFIL (as defined in the Circular), which is due to expire in 2008 (as more particularly described in Table B set out on page 11 of the Letter), the performance of the transactions contemplated by that agreement and the Annual Caps in respect of the financial years ending 31st December 2008 and 2009, 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 authorised 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 renewal, for a further term of three years, of the sale and supply agreement entered into between CKA (as defined in the Circular) and DUFIL (as defined in the Circular), which is due to expire in 2008, (as more particularly described in Table B set out on page 11 of the Letter), the performance of the transactions contemplated by that agreement and the Annual Caps in respect of the financial years ending 31st December 2008 and 2009, 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 authorised 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 Annual Cap in respect of the financial year ending 31st December 2009 in respect of the agreement entered into between Indofood (as defined in the Circular) and DUFIL (as defined in the Circular) in respect of trademark licensing and technical assistance services (as more particularly described in Table B set out on page 11 of the Letter), be and is hereby approved.		
5.	THAT the renewal, for a further term of three years, of the sale and supply agreement entered into between FID (as defined in the Circular) and Pinehill (as defined in the Circular), which is due to expire in 2008 (as more particularly described in Table B set out on page 11 of the Letter), the performance of the transactions contemplated by that agreement and the Annual Caps in respect of the financial years ending 31st December 2007, 2008 and 2009, 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 authorised 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 renewal, for a further term of three years, of the sale and supply agreement entered into between CKA (as defined in the Circular) and Pinehill (as defined in the Circular), which is due to expire in 2008, (as more particularly described in Table B set out on page 11 of the Letter), the performance of the transactions contemplated by that agreement and the Annual Caps in respect of the financial years ending 31st December 2007, 2008 and 2009, 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 authorised 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 Annual Cap in respect of the financial year ending 31st December 2009 in respect the agreement in respect of trademark licensing entered into between Indofood (as defined in the Circular) and Pinehill (as defined in the Circular) (as more particularly described in Table B set out on page 11 of the Letter), be and is hereby approved.		
8.	THAT the agreement in respect of provision of technical assistance services entered into between PIPS (as defined in the Circular) and Pinehill (as defined in the Circular) which is due to expire in 2008, (as more particularly described in Table B set out on page 12 of the Letter), the performance of the transactions contemplated by that agreement and the Annual Caps in respect of the financial years ending 31st December 2007, 2008 and 2009, 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 authorised 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.		
9.	THAT the Noodles Supply and Services Agreement to be entered into between Indofood (as defined in the Circular) and SWGL (as defined in the Circular) in respect of Egypt, Sudan and Yemen, in relation to certain continuing connected transactions between those parties and/or members of their respective groups in respect of the noodles business transactions carried on by the Indofood group of companies (as more particularly described in Table E set out on page 21 of the Letter), the performance of the transactions contemplated by those agreements and the Annual Caps 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 authorised 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 those agreements.		

Signature: _____

Date: _____ 2007

Notes:

- Please insert your full name(s) and address in block capitals. All joint holders' names should be stated.
- Please insert the number of ordinary shares registered in your name(s); 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).
- 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.
- A proxy need not be a member of the Company but must attend the SGM in person to represent you.
- 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.
- 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.
- 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.
- Any alterations made in this Form of Proxy must be initialled.
- Completion and delivery of the Form of Proxy will not preclude you from attending and voting at the SGM if you so wish.
- 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 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.