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**CONTINENTAL**  
**HOLDINGS LIMITED**  
**恒和珠寶集團有限公司**

*(incorporated in Hong Kong with limited liability)*

**(Stock Code: 00513)**

**NOTICE OF THE EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting of Continental Holdings Limited (the “Company”) will be held at Ballroom Three, 18/F, The Mira Hong Kong, 118 Nathan Road, Tsimshatsui, Kowloon, Hong Kong on Tuesday, 13 July 2010 at 10 a.m. for the purpose of considering and, if thought fit, passing (with or without modifications) the following resolutions, which will be proposed as ordinary resolutions of the Company:

**ORDINARY RESOLUTIONS**

1. **“THAT** the sale and purchase agreement in relation to 3,144,654 shares in Macarthur Minerals Limited (“MMS”) dated 3 June 2010 between Trade Bloom Holdings Limited (“Trade Bloom”) as the purchaser, the Company as the guarantor for Trade Bloom and MinMetals Mining Corporation Limited (“MMCL”) as the vendor (the “MMCL Acquisition Agreement”, a copy of which having been produced at the meeting marked “A” and signed by the chairman of the meeting for identification purposes), under which Trade Bloom shall purchase from MMCL 3,144,654 shares in MMS for a total consideration of HK\$81,666,664.38 to be satisfied upon its completion by the Company issuing a convertible note in the equivalent principal amount, which shall fall due for redemption on the second anniversary of the date of issue and convertible into fully paid new ordinary shares (“Shares”) in the share capital of the Company at HK\$0.42 per Share (subject to adjustment) (the “MMCL Convertible Note”), on and subject to the terms and conditions contained therein as further described and summarised in the circular of the Company dated 25 June 2010, and the transactions contemplated under the MMCL Acquisition Agreement, including without limitation the said issue of the MMCL Convertible Note and the issue and allotment of any new Shares upon due conversion of the MMCL Convertible Note, be and are hereby approved, confirmed and ratified; and the directors of the Company be and are hereby authorised to sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the MMCL Acquisition Agreement, to make such non-material amendments and changes to it

and to do and take all such action, steps, deeds and things in such manner and to sign all documents as they may deem necessary, desirable or appropriate to give effect to the MMCL Acquisition Agreement and the transactions contemplated under it.”

2. **“THAT** the sale and purchase agreement in relation to 2,239,873 shares in Macarthur Minerals Limited (“MMS”) dated 3 June 2010 between Trade Bloom Holdings Limited (“Trade Bloom”) as the purchaser, the Company as the guarantor for Trade Bloom, Famous Key Holdings Limited (“Famous Key”) as the vendor and Dr. Chan Sing Chuk, Charles as the guarantor for Famous Key (the “Famous Key Acquisition Agreement”, a copy of which having been produced at the meeting marked “B” and signed by the chairman of the meeting for identification purposes), under which Trade Bloom shall purchase from Famous Key 2,239,873 shares in MMS for a total consideration of HK\$58,169,501.81 to be satisfied upon its completion by the Company issuing a convertible note in the equivalent principal amount, which shall fall due for redemption on the second anniversary of the date of issue and convertible into fully paid new ordinary shares (“Shares”) in the share capital of the Company at HK\$0.42 per Share (subject to adjustment) (the “Famous Key Convertible Note”), on and subject to the terms and conditions contained therein as further described and summarised in the circular of the Company dated 25 June 2010, and the transactions contemplated under the Famous Key Acquisition Agreement, including without limitation the said issue of the Famous Key Convertible Note and the issue and allotment of any new Shares upon due conversion of the Famous Key Convertible Note, be and are hereby approved, confirmed and ratified; and the directors of the Company be and are hereby authorised to sign, execute and deliver any agreements, deeds, instruments and any other documents (and, where necessary, to affix the seal of the Company on them in accordance with the articles of association of the Company) in connection with the Famous Key Acquisition Agreement, to make such non-material amendments and changes to it and to do and take all such action, steps, deeds and things in such manner and to sign all documents as they may deem necessary, desirable or appropriate to give effect to the Famous Key Acquisition Agreement and the transactions contemplated under it.”
  
3. **“THAT** subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) granting the listing of, and permission to deal in, any ordinary shares in the capital of the Company (“Shares”) or any part thereof to be issued pursuant to the exercise of any options that may be granted under the share option scheme of the Company (the “Share Option Scheme”, the rules of which are summarised in the circular dated 25 June 2010 of the Company and contained in the document marked “C” produced to the meeting and for the purposes of identification, signed by the chairman of the meeting), the Share Option Scheme be and is hereby approved and adopted and the directors of the Company be and are hereby authorised to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Share Option Scheme including without limitation:
  - (a) administering the Share Option Scheme and granting options under the Share Option Scheme;
  - (b) modifying and/or amending the Share Option Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Share Option Scheme relating to modification and/ or amendment and the requirements of the Rules Governing the Listing of Securities on the Stock Exchange;

- (c) issuing and allotting from time to time such number of Shares in the capital of the Company as may be required to be issued pursuant to the exercise of the options granted under the Share Option Scheme; and
- (d) making application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares or any part thereof that may hereafter from time to time be issued and allotted pursuant to the exercise of the options granted under the Share Option Scheme.”

By Order of the Board  
**Chan Sing Chuk, Charles**  
*Chairman*

Hong Kong, 25 June 2010

*Registered Office:*

Flats M and N, 1st Floor  
Kaiser Estate, Phase III  
11 Hok Yuen Street  
Hungghom, Kowloon  
Hong Kong

*Notes:*

- (a) Any member of the Company entitled to attend and vote at the meeting is entitled to appoint another person as his proxy to attend and vote instead of him. A proxy need not be a member of the Company.
- (b) Where there are joint registered holders of any share of the Company, any one of such persons may vote at the 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 whose name stands first on the register of members of the Company in respect of such share shall alone be entitled to vote in respect thereof.
- (c) Completion and return of the form of proxy will not preclude a member from attending and voting at the meeting or any adjournment thereof if he so wishes. In that event, his form of proxy will be deemed to have been revoked.
- (d) In order to be valid, the form of proxy duly completed and signed in accordance with the instructions printed thereon together with the power of attorney or other authority, if any, under which it is signed or a notarially certified copy thereof must be delivered to the registered office of the Company at Flats M and N, 1st Floor, Kaiser Estate, Phase III, 11 Hok Yuen Street, Hungghom, Kowloon, Hong Kong not less than 48 hours before the time appointed for holding the meeting or any adjournment thereof.

*As at the date hereof, Dr. Chan Sing Chuk, Charles, BBS, JP, Ms. Cheng Siu Yin, Shirley, Ms. Chan Wai Kei, Vicki and Mr. Chan Wai Lap, Victor are executive Directors, Mr. Cao Kuangyu is a non-executive Director, Mr. Yu Shiu Tin, Paul BBS, MBE, JP, Mr. Chan Ping Kuen, Derek, Mr. Sze, Irons and Mr. Cheung Chi Fai, Frank are independent non-executive Directors.*