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NOBLE JEWELRY HOLDINGS LIMITED
億 鑽 珠 寶 控 股 有 限 公 司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 00475)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of Noble Jewelry Holdings Limited (the “**Company**”) will be held at 4:00 p.m. on 20 October 2011 at Unit A, 29/F, Admiralty Centre I, 18 Harcourt Road, Hong Kong for the purpose of considering and, if thought fit, passing the following resolutions as ordinary resolutions of the Company (with or without amendments):

ORDINARY RESOLUTIONS

1. “**THAT:**

- (a) (i) the directors of the Company (“**Directors**”) be and are hereby authorised to apply the entire amount standing to the credit of the share premium account (the “**Share Premium Account**”) of the Company from time to time and the reserve accounts of the Company (the “**Share Premium and Reserve Application**”) for the implementation of the Distribution In Specie (as defined below); and
- (ii) the Directors be and are hereby authorised to do all such acts and things, to sign and execute all documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Share Premium and Reserve Application or any of the transactions contemplated thereunder;
- (b) subject to the completion of the agreement dated 7 September 2011 entered into among First Prospect Holdings Limited, Barton Company Limited, Ms. Chiu Nga Fong Marisa, Mr. Yau Siu Ying John (collectively as vendors), Resources Rich Capital Limited (as purchaser) and Mr. Chan Yuen Hing (as guarantor to First Prospect Holdings Limited and Ms. Chiu Nga Fong) (the “**Agreement**”) a copy of which agreement having been produced to the meeting marked “A” and signed by the Chairman of the meeting for the purpose of identification), the distribution in specie in the following manner (the “**Distribution In Specie**”) be and is hereby approved:
 - (i) subject to (ii) below, the ordinary shares of HK\$0.01 each in the capital of Noble Jewelry Investment Limited (“**Privateco Shares**”) held by the Company will be distributed to the shareholders of the Company (the “**Shareholders**”) whose

names appear on the register of members of the Company as at the close of business of a record date (the “**Record Date**”) as determined by the Directors, which shall be a date falling before the date of completion of the Agreement, on a one-for-one basis (i.e. one Privateco Share for one Share held by such Shareholders) by a distribution from the Share Premium Account and the reserve accounts of the Company and the amount to be distributed will be equivalent to the carrying value of the Privateco and its subsidiaries, it being noted that the Directors have determined that the Company will be able to pay its debts as they fall due in the ordinary course of its business immediately following the date on which the Distribution In Specie is implemented;

- (ii) for those overseas shareholders of the Company whose names appear on the register of members of the Company as at the close of business of the Record Date but to whom the Directors, based on enquiries made with its lawyers, considers it necessary or expedient not to offer the Privateco Shares to them under the Distribution in Specie, a trustee in Hong Kong be authorised by the Directors to hold such Privateco Shares on trust for such overseas Shareholders and to sell such Privateco Shares at his absolute discretion for the benefits and accounts of such overseas Shareholders; and
- (iii) the Directors be and are hereby authorised to do all such acts and things, to sign and execute all documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Distribution In Specie or any of the transactions contemplated thereunder.”

2. “**THAT:**

- (a) the transactions contemplated under the lease agreement to be entered into between 廣州億恆珠寶有限公司 (translated as Guangzhou Sinoble Jewelry Limited) and 伊泰蓮娜(廣州)首飾有限公司 (translated as Italina (Guangzhou) Jewelry Co., Ltd.,) (“Italina”) (the “**Guangzhou Sinoble Lease Agreement**”, a copy of which having been produced to the meeting marked “B” and signed by the Chairman of the meeting for the purpose of identification) in respect of certain premises with a construction area of 370 square metres situated at Zone A on the first floor, Block 13, Shawan Jewelry Industry Park, 999 Fu Long Road, Shawan Town, Pan Yu, Guangzhou, People’s Republic of China for a term from 1 September 2011 to 30 April 2021 (both days inclusive) at the initial rent of RMB15 per square metre be and are hereby approved;

- (b) the transactions contemplated under the lease agreement to be entered into between 廣州市億鑽珠寶有限公司 (translated as Guangzhou Yizuan Jewelry Co., Ltd.) and Italina (the “**Guangzhou Yizuan Lease Agreement**”, a copy of which having been produced to the meeting marked “C” and signed by the Chairman of the meeting for the purpose of identification) in respect of certain premises with a construction area of 8,066.2 square metres situated at Zone B on the first floor and the second, third and fourth floors, Block 13, Shawan Jewelry Industry Park, 999 Fu Long Road, Shawan Town, Pan Yu, Guangzhou, People’s Republic of China for a term from 1 September 2011 to 30 April 2021 (both days inclusive) at the initial rent of RMB15 per square metre be and are hereby approved; and
- (c) the Directors be and are hereby authorised to do all such acts and things, to sign and execute all documents and to take such steps as they consider necessary, desirable or expedient to give effect to or in connection with the Guangzhou Sinoble Lease Agreement and Guangzhou Yizuan Lease Agreement (including but not limited to entering into any supplemental or variation agreement thereto) or any of the transactions contemplated thereunder.”

By Order of the Board
Sin Lap Poon
Company Secretary

Hong Kong, 30 September 2011

Head Office and Principal Place of Business in Hong Kong:
Flat M, 12/F., Phase 3
Kaiser Estate
11 Hok Yuen Street
Hung Hom, Kowloon, Hong Kong

Notes:

1. 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 member of the Company who is the holder of two or more Shares may appoint more than one proxy to represent him and vote on his behalf at the Meeting or at a class meeting. A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member of the Company who is an individual or a member of the Company which is a corporation is entitled to exercise the same powers on behalf of the member of the Company which he or they represent as such member of the Company could exercise.
2. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.
3. The instrument appointing a proxy and (if required by the board) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Hong Kong branch share registrar and transfer office of the Company, TRICOR INVESTOR SERVICES LIMITED at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than forty-eight (48) hours before the time appointed for holding the Meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
4. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting in person at the Meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. Where there are joint holders of any share, any one of such joint holders may vote, either in person 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 any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

As at the date of this notice, the executive directors of the Company are Mr. Chan Yuen Hing, Mr. Tang Chee Kwong, Ms. Chan Lai Yung, Mr. Lai Wang, Mr. Setiawan Tan Budi and Mr. Tsang Wing Ki, the independent non-executive directors are Mr. Chan Cheong Tat, Mr. Tang Chiu Ming Frank and Mr. Yu Ming Yang.