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**Lingbao Gold Company Ltd.**  
**靈寶黃金股份有限公司**

*(A joint stock limited company incorporated in the People's Republic of China)*

**(Stock code: 3330)**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (“EGM”) of Lingbao Gold Company Ltd. (the “**Company**”) will be held at the office of the Company at Hangu Road and Jingshan Road Intersection, Lingbao, Henan, the PRC on Tuesday, 2 February 2016 at 9:00 a.m., for the purpose of considering and, if thought fit, passing, with or without modifying, the following resolution which will be proposed as special resolution of the Company:

**SPECIAL RESOLUTION**

“**THAT**

- (a) the sale and purchase agreement dated 16 September 2015 (the “**Sale and Purchase Agreement**”) and entered into between 靈寶華鑫銅箔有限責任公司 (transliterated as Lingbao Wason Copper-Foil Company Ltd) (“**Lingbao Wason**”) and 鼎泰融資租賃有限公司 (transliterated as Ding Tai Financial Leasing Co., Ltd) (“**Ding Tai**”), pursuant to which the Lingbao Wason shall sell and the Ding Tai shall buy various machinery and equipment, which are owned by Lingbao Wason as at the Latest Practicable Date (as defined in the circular of the Company dated 18 December 2015) (the “**Machinery and Equipment**”) at the consideration of RMB400 million (a copy of the Sale and Purchase Agreement having been produced to the EGM and marked “A” and initialed by the chairman of the EGM for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) the finance lease agreement dated 16 September 2015 (the “**Finance Lease Agreement**”) and entered into between Lingbao Wason and Ding Tai, pursuant to which Ding Tai shall lease back the Machinery and Equipment to Lingbao Wason for a lease payment, which is used to repay the principal of RMB400 million and the interest incurred thereon and is to be paid every six months for a term of seven (7) years subject to and upon the terms and conditions therein (a copy of the Finance Lease Agreement

having been produced to the EGM and marked “B” and initialed by the chairman of the EGM for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and

- (c) the guarantee agreement dated 16 September 2015 (the “**Guarantee Agreement**”) and entered into between the Company and Ding Tai, pursuant to which (i) the Company provides a guarantee to Ding Tai for the performance of Lingbao Wason in relation to the Finance Lease Agreement and, (ii) the Company will charge all the shares the Company owns (i.e., 100%) in Lingbao Wason in favour of Ding Tai or any third party that is designated by Ding Tai subject to and upon the terms and conditions therein (a copy of the Guarantee Agreement having been produced to the EGM and marked “C” and initialed by the chairman of the EGM for the purpose of identification) and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified; and
- (d) any one or more of the directors (the “**Directors**”) of the Company be and is/are hereby authorised to do all such acts and things and execute all such documents which he/they consider necessary, desirable or expedient for the purpose of, or in connection with, the implementation of and giving effect to the Sale and Purchase Agreement, the Finance Lease Agreement, the Guarantee Agreement and the transactions contemplated thereunder, and to agree to such variation, amendments or waiver or matters relating thereto (including any variation, amendments or waiver of such documents or any terms thereof, which are not fundamentally different from those as provided in the Sale and Purchase Agreement, the Finance Lease Agreement and the Guarantee Agreement) as are, in the opinion of the Directors or the duly authorised committee, in the interest of the Company and its shareholders as a whole.”

Yours faithfully  
By order of the Board  
**Lingbao Gold Company Ltd.**  
**Jin Guangcai**  
*Chairman*

Henan, the PRC  
18 December 2015

*Registered office:*  
Hangu Road and  
Jingshan Road Intersection  
Lingbao  
Henan  
The PRC

*Principal place of business in  
Hong Kong*  
Room 1902, 19th Floor,  
MassMutual Tower  
38 Gloucester Road  
Wanchai  
Hong Kong

*Notes:*

1. The register of members of the Company will be closed from Tuesday, 5 January 2016 to Tuesday, 2 February 2016 (both days inclusive), during which period no transfer of shares can be registered. In order to qualify for attending the EGM, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's H shares registrar in Hong Kong, Computershare Hong Kong Investor Services Limited at Rooms 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (for holders of H shares) or the registered office address of the Company (for holders of domestic shares), no later than 4:30 p.m. on Monday, 4 January 2016.
2. Holders of domestic shares and H shares whose names appear on the H share register of members of the Company at the close of business on Tuesday, 5 January 2016 are entitled to attend and vote at the EGM and may appoint one or more proxies to attend and, in the event of a poll, vote on their behalves. A proxy need not be a member of the Company.
3. In order to be valid, the proxy form must be deposited by hand or post, for holders of H shares of the Company, to the H shares registrar of the Company, Computershare Hong Kong Investor Services Limited, Rooms 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong and, for holders of domestic shares of the Company, to the registered address of the Company not less than 24 hours before the time for holding the meeting or not less than 24 hours before the time appointed for taking the poll. If the proxy form is signed by a person under a power of attorney or other authority, a notarially certified copy of that power of attorney or authority shall be deposited at the same time as mentioned in the proxy form.
4. Shareholders or their proxies shall produce their identity documents when attending the meeting.
5. Shareholder who intends to attend the EGM should complete and return the reply slip and return it by hand or by post to the share registrar of the Company (for holders of H shares) or to the registered office address of the Company (for holders of domestic shares) on or before Thursday, 14 January 2016.
6. The registered office address of the Company is as follows:  
  
Hangu Road and Jingshan Road Intersection  
Lingbao  
Henan  
The People's Republic of China  
Tel: +86 398 8862218  
Fax: +86 398 8860166
7. The EGM is expected to be held for less than half a day. Shareholders who attend the meeting shall bear their own travelling and accommodation expenses.
8. The Board confirms that there is no other matter which should be brought to the attention of the shareholders.
9. As at the date of this announcement, the Board comprises six executive Directors, namely Mr. Jin Guangcai, Mr. Qiang Shanfeng, Mr. Ji Wanxin, Mr. Xing Jiangze, Mr. Zhang Guo, and Mr. Zhou Yudao; one non-executive Director, namely Mr. Shi Yuchen; and four independent non-executive Directors, namely, Mr. Yang Dongsheng, Mr. Xu Qiangsheng, Mr. Han Qinchun and Mr. Wang Jiheng.