

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



SILVER GRANT INTERNATIONAL INDUSTRIES LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 171)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting (“**EGM**”) of Silver Grant International Industries Limited (the “**Company**”) will be held on Salon IV, Mezzanine Floor, Grand Hyatt Hong Kong, 1 Harbour Road, Wanchai, Hong Kong on Wednesday, 20 July 2011 at 10:00 a.m. or any adjournment(s) thereof, for the purpose of considering and, if thought fit, passing with or without modification, the following resolution as ordinary resolution of the Company:

ORDINARY RESOLUTION

1. “**THAT:**

- (a) the subscription agreement dated 27 April 2011 (“**Agreement**”, a copy of which has been produced to the meeting marked “A” and signed by the chairman of the meeting for the purpose of identification) (as may be amended from time to time) entered into among CGNPC Huamei Investment Limited (“**CGNPC Huamei**”), CGNPC International Limited (“**CGNPC International**”), Gold Sky Capital Limited, a wholly-owned subsidiary of the Company, as subscriber (the “**Subscriber**”) and the Company, as guarantor of the Subscriber, in relation to the subscription of 776,424,000 new ordinary shares of HK\$1.00 each in the issued share capital of CGNPC Huamei (the “**Target Shares**”) for a consideration of HK\$776,424,000.00 (the “**Consideration**”) upon and subject to the terms and conditions as set out therein (the “**Subscription**”), and the transactions contemplated thereunder be and are hereby approved, confirmed and ratified;
- (b) a share charge (“**Share Charge**”, a copy of which has been produced to the meeting marked “B” and signed by the chairman of the meeting for the purpose of identification) (as may be amended from time to time) to be entered into among the Subscriber as chargor in favour of 中國廣東核電集團有限公司 (China Guangdong Nuclear Power Holding Corporation, Ltd) as chargee and CGNPC Huamei in relation to the share charge over 776,424,000 Target Shares upon and subject to the terms and conditions as set out therein, and the transactions contemplated thereunder be and are hereby approved;

- (c) the repayment of the remainder of the Shareholder Loan (as hereinafter defined) (together with the interest to be accrued thereon as determined in accordance with the Shareholder Loan Agreement (as hereinafter defined)) in favour of CGNPC International, immediately after the capitalisation of the Shareholder Loan in the principal amount of US\$240,019,113.00 (equivalent to HK\$1,863,566,000.00 based on the exchange rate of US\$1.00 = HK\$7.76424) by CGNPC Huamei's allotment and issue of 1,863,566,000 Target Shares (the "**Capitalisation Shares**") at the issue price of HK\$1.00 per Capitalisation Share to CGNPC International, by utilising part of the Consideration received from the Subscription (collectively, the "**Repayment**") (as may be amended from time to time), and the transactions contemplated thereunder be and are hereby approved; and

for the purpose of this resolution:

"Shareholder Loan" means the loan in the maximum principal amount of US\$350,000,000.00 advanced by CGNPC International in favour of CGNPC Huamei for financing the acquisition by CGNPC Huamei of, inter alia, the entire issued share capital of Meiya Power Company Limited from MPC Hold Co Cayman ("**MPC Cayman**") upon the terms of the share purchase agreement dated 28 April 2010 between CGNPC Huamei and MPC Cayman as amended by "Amendment No. 1 to Share Purchase Agreement" dated 26 October 2010 (as amended and supplemented from time to time) in accordance with the terms of the Shareholder Loan Agreement, pursuant to which CGNPC Huamei has drawn down part of the Shareholder Loan in the principal amount of US\$325,500,000.00 and HK\$35,000,000.00 as at the date of the Agreement; and

"Shareholder Loan Agreement" means 《借款合同》 (Loan Agreement) entered into between CGNPC International and CGNPC Huamei dated 2 November 2010, pursuant to which CGNPC International has agreed to advance the Shareholder Loan in favour of CGNPC Huamei upon the terms thereof.

- (d) any one director of the Company (the "**Director**") be and is hereby authorized for and on behalf of the Company to sign, seal, execute, perfect and deliver such other documents and to do all acts, matters and things as he may in his absolute discretion consider necessary, desirable or expedient for the purposes of or in connection to implementing, completing and giving effect to (i) the Agreement (as may be amended from time to time), the Share Charge (as may be amended from time to time) and the Repayment (as may be amended from time to time) and the respective transactions contemplated thereunder and/

or (ii) the amendment, variation or modification of the Agreement (as may be amended from time to time), the Share Charge (as may be amended from time to time) and the Repayment (as may be amended from time to time) upon such terms and conditions as the board of Directors may think fit.”

By Order of the Board
Silver Grant International Industries Limited
Gao Jian Min
Managing Director

Hong Kong, 30 June 2011

Registered Office:

Suite 4901,
49th Floor, Office Tower
Convention Plaza
1 Harbour Road
Wanchai
Hong Kong

Notes:

1. A member of the Company entitled to attend and vote at the EGM convened by the notice of EGM is entitled to appoint one proxy or more proxies to attend and, on a poll, vote instead of him at the EGM. A proxy need not be a member of the Company.
2. To be valid, a form of proxy together with a power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of attorney or authority must be deposited at the registered office of the Company at Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong, not less than 48 hours before the time appointed for the holding of the EGM or any adjournment thereof.
3. In the case of joint holders of any Share, 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 are present at the meeting personally or by proxy, then one of the said persons so present whose name stands first on the register in respect of such Share shall alone be entitled to vote in respect thereof.
4. Completion and return of this accompanying form of proxy will not preclude you from attending and voting at the EGM in person should you so wish.

As at the date of this notice, the Board comprises Mr. Gao Jian Min (Managing Director), Mr. Liu Tianni (Deputy Managing Director), Mr. Gu Jianguo, Mr. Tang Baoqi, Mr. Chow Kwok Wai and Mr. Li Xianli as executive Directors; Mr. Chen Xiaozhou (Chairman), Mr. Hui Xiao Bing (Vice Chairman) and Mr. Yang Zhao (Vice Chairman) as non-executive Directors and Mr. Kang Dian, Mr. Zhang Lu and Mr. Hung Muk Ming as independent non-executive Directors.