



CHINESE PEOPLE HOLDINGS COMPANY LIMITED

中民控股有限公司*

(incorporated in Bermuda with limited liability)

(stock code: 00681)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of Chinese People Holdings Company Limited (“the Company”) will be held at Grand Ballroom D, Basement 1st Floor, Harbour Plaza Resort City Hotel, 18 Tin Yan Road, Tin Shui Wai, New Territories, Hong Kong on 28 August 2008, Thursday, at 9:00 a.m. for the following purposes:

1. To receive and consider the Audited Financial Statements and the Reports of the Directors and Auditors for the year ended 31 March 2008.
2. To re-elect Directors, to fix the maximum number of Directors and to authorize the Board of Directors to fix their remuneration.
3. To re-appoint auditors of the Company and to authorize the Board of Directors to fix their remuneration.
4. As special business, to consider and, if thought fit, pass with or without amendments, the following resolution as an Ordinary Resolution:

“THAT

- (a) the exercise by the Directors of the Company during the Relevant Period (as defined below) of all the powers of the Company to purchase its securities, subject to and in accordance with the applicable laws, be and is hereby generally and unconditionally approved;
- (b) the total nominal amount of securities of the Company to be purchased pursuant to the approval in paragraph (a) above shall not exceed 10% of the total nominal amount of the share capital of the Company in issue on the date of passing of this resolution and the said approval shall be limited accordingly; and

* For identification purposes only

- (c) for the purpose of this resolution, “Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the revocation or variation of the authority given under this resolution by ordinary resolution passed by the Company’s shareholders in general meeting; and
 - (iii) the expiration of the period within which the next annual general meeting of the Company is required by the Bye-Laws of the Company or any applicable laws to be held.”

5. As special business, to consider and, if thought fit, pass with or without amendments, the following resolution as an Ordinary Resolution:

“THAT

- (a) the exercise by the Directors of the Company during the Relevant Period (as defined below) of all the powers of the Company to issue, allot and deal with additional shares of the Company or securities convertible into Shares, or options, warrants or similar rights to subscribe Shares and to make or grant offers, agreements and options which would or might require Shares or securities convertible into Shares, or options, warrants or similar rights to subscribe Shares to be allotted, issued or dealt with during or after the end of the Relevant Period (as defined below), be and is hereby generally and unconditionally approved, provided that, otherwise than pursuant to:
 - (i) a rights issue where Shares are offered to shareholders on a fixed record date in proportion to their then holdings of Shares (subject to such exclusions or other arrangements as the Directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of any recognised regulatory body or any stock exchange in any territory outside Hong Kong); or

- (ii) any option scheme or similar arrangement for the time being adopted for the grant or issue to officers and/or employees of the Company and/or any of its subsidiaries and/or any eligible grantee pursuant to the scheme of shares or rights to acquire Shares of the Company; or
- (iii) any scrip dividend scheme or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Bye-laws of the Company,

the total nominal amount of additional Shares or securities of the Company to be issued, allotted or dealt with or agreed conditionally or unconditionally to be issued, allotted or dealt with shall not in total exceed 20% of the total nominal amount of the share capital of the Company in issue on the date of passing of this resolution and the said approval shall be limited accordingly; and

- (b) for the purpose of this resolution, “Relevant Period” means the period from the passing of this resolution until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the revocation or variation of the authority given under this resolution by ordinary resolution passed by the Company’s shareholders in general meeting; and
 - (iii) the expiration of the period within which the next annual general meeting of the Company is required by the Bye-laws of the Company or any applicable laws to be held.”

6. As special business, to consider and, if thought fit, pass with or without amendments, the following resolution as an Ordinary Resolution:

“**THAT** the general mandate granted to the Directors of the Company pursuant to resolution no. 5 above and for the time being in force to exercise the powers of the Company to issue, allot or dispose of additional shares or securities convertible into Shares, or options, warrants or similar rights to subscribe Shares and to make or grant offers, agreements and options which might require the exercise of such powers be and is hereby extended by the total nominal amount of securities in the capital of the Company repurchased by the Company pursuant to the exercise by the Directors of the Company

of the powers of the Company to purchase such securities since the granting of such general mandate referred to in the above resolution no. 4, provided that such amount shall not exceed 10% of the total nominal amount of the share capital of the Company in issue on the date of passing of this resolution.”

7. As special business, to consider and, if thought fit, pass with or without amendments, the following resolution as an Ordinary Resolution:

“THAT

The Share Option Scheme be and are hereby amended in the following manner:

- (A) By deleting the definition of “Minimum Moratorium Period” in rule 2.1 of the Share Option Scheme in its entirety as set out immediately after the definition of “Listing Rules”.
- (B) By deleting the definition of “Option Period” in rule 2.1 of the Share Option Scheme in its entirety as set out immediately after the definition of “Option Holder” and adding the following definition in rule 2.1 of Share Option Scheme immediately after the definition of “Option Holder”:

“Option Period” in respect of any particular Option, the period to be notified by the Board to each Option Holder at the time when the grant of an Option is made, provided that such period shall expire after the Business Day preceding the tenth anniversary of the Effective Date;

- (C) Delete the rule 6.2. of the Share Option Scheme in its entirety.
- (D) By deleting rule 6.3 of the Share Option Scheme in its entirety and by adding the following paragraph immediately after rule 6.1 of the Share Option Scheme:

“6.2. If an Option Holder ceases to be an Eligible Person during any relevant Option Period:

- (a) by reason of illhealth, injury, disability or death (all evidenced to the satisfaction of the Directors), or because his employing company ceases to be a member of the Group, then any outstanding Offer of an Option

to him shall lapse and he or (as the case may be) his personal representative(s) may exercise all his Options within a period of six (6) months of such illhealth, injury, disability, death or cessation, failing which they shall lapse and determine at the end of the relevant period;

- (b) by reason of retirement in accordance with his contract of employment or upon expiration of his term of directorship, then any outstanding Offer of an Option to him shall lapse and he may exercise all his Options within six (6) months after he so retires or expiration of his term of directorship, failing which they shall lapse and determine at the end of the relevant period;
- (c) by reason of voluntary resignation other than by reason of the circumstances set out in rules 6.2(a) and 6.2(b), or by termination of his employment for fraud or serious misconduct, or in accordance with the termination provisions of his contract of employment by his employing company, any outstanding Offer of an Option to him shall lapse and all his Options shall lapse and determine on the date of the resignation or termination;

provided always that in each case the Board may in its absolute discretion decide that such Options shall not so lapse or determine subject to such conditions or limitations as the Board may decide.

- (E) By re-numbering rule 6.4 of the Share Option Scheme as 6.3.
- (F) By re-numbering rule 6.5 of the Share Option Scheme as 6.4.
- (G) By deleting rules 7.1 and 7.2 of the Share Option Scheme in their entirety and by adding the following paragraph immediately after the heading “TAKEOVER OFFERS, LIQUIDATION AND RECONSTRUCTION”:

“7.1. If, in consequence of any general offer made to the Shareholders (being an offer made in the first instance on a condition such that, if it is satisfied, the offeror will have control of the Company) or otherwise, any person shall have obtained control of the Company then the Directors shall as soon as practicable thereafter notify every Option Holder accordingly and each Option Holder shall, subject to rule 6.2, be entitled at any time within the period of one (1)

month after control has been obtained to exercise any Option in whole or in part, and to the extent that it has not been exercised, any Option and any outstanding Offer shall upon the expiry of such one (1) month period cease and determine; provided that if, during such one (1) month period, any person becomes entitled to exercise rights of compulsory acquisition of Shares pursuant to sections 102 and 103 of the Companies Act and gives notice in writing to any Shareholders that he intends to exercise such rights, the Options shall, subject to rule 6.2, be and remain exercisable until one (1) month from the date of such notice and, to the extent that they have not been exercised, shall thereupon cease and determine, and any outstanding Offer of an Option shall lapse.

- 7.2 If notice is duly given of a special general meeting at which a resolution will be proposed for the voluntary winding up of the Company, every Option shall, subject to rule 6.2, be exercisable in whole or in part (but so that any exercise hereunder shall only be valid if, at the time of such resolution being passed, the Option shall not have ceased and determined in accordance with the foregoing provisions of the Scheme) at any time thereafter until such resolution is duly passed or defeated or the general meeting concluded or adjourned sine die, whichever shall first occur. If such resolution is duly passed, all Options shall, to the extent that they have not been exercised, thereupon cease and determine and all outstanding Offers of Options shall lapse.”

By Order of the Board

Mo Shikang

Chairman

As at the date of this announcement, the Board comprises six executive directors, namely, Mr. Xu Ruixin, Dr. Mo Shikang, Mr. Zhang Hesheng, Mr. Zhu Peifeng, Mr. Jin Song and Mr. Wong Ching, and three independent non-executive directors, namely, Dr. Liu Junmin, Mr. Tan Qinglian and Mr. Sin Ka Man.

Beijing, 31 July 2008

Notes:

1. For the purpose of determining the identity of the Shareholders entitled to attend and vote at the Annual General Meeting, the Register of Members will be closed from Tuesday, 26 August 2008, to Thursday, 28 August 2008 (both days inclusive) during which no transfer of shares will be registered.
2. Any member entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and vote, on a poll, on his behalf. A proxy need not be a member of the Company.
3. A form of proxy for use in connection with the Annual General Meeting is enclosed and such form is also published on the website of the Stock Exchange (www.hkexnews.hk).
4. To be valid, a form of proxy and the 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 lodged with the Company's Hong Kong share registrar, Tricor Tengis Limited, at 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the Meeting or any adjourned Meeting (as the case may be).