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**(formerly known as Hang Fung Gold Technology Limited
恒豐金業科技有限公司*)
(Provisional Liquidators Appointed)
(incorporated in Bermuda with limited liability)**

(Stock Code: 870)

**(1) PROPOSED RESTRUCTURING OF THE COMPANY WITH
HONG KONG RESOURCES HOLDINGS COMPANY LIMITED**

AND

(2) POSSIBLE VERY SUBSTANTIAL DISPOSAL

On 16 March 2009, the Company, the Provisional Liquidators, the Investor and the Guarantors entered into a supplemental deed in respect of the conditional restructuring agreement dated 23 December 2008 made between the Company, the Provisional Liquidators and the Investor (the "**Agreement**") to effect certain amendments to the Agreement.

Reference is made to the announcement of 3D-GOLD Jewellery Holdings Limited (the "**Company**") dated 6 February 2009 relating to the proposed restructuring of the Company with Hong Kong Resources Holdings Company Limited and the possible very substantial disposal by the Company (the "**Announcement**"). Terms used herein have the same meanings as those defined in the Announcement unless the context otherwise requires.

SUPPLEMENTAL DEED

On 16 March 2009, the Company, the Provisional Liquidators, the Investor and the Guarantors entered into a supplemental deed (the "**Supplemental Deed**") in respect of the conditional restructuring agreement dated 23 December 2008 made between the Company, the Provisional Liquidators and the Investor (the "**Agreement**") to effect certain amendments to the Agreement, the principal amendments of which are set out below:

Change in the Composition of the Restructured Group

1. Macadam Profits Ltd. and Hang Fung Jewellery (International) Co. Ltd. shall be excluded from the list of the companies forming the Restructured Group and shall be included in the list of Excluded Companies.
2. The Investor shall assume responsibility for and unconditionally and irrevocably covenants to pay to the Provisional Liquidators or the scheme administrators appointed pursuant to the terms of the Scheme(s) (the "**Scheme Administrators**") on demand in each case amounts equal to each of the following:
 - (a) all claims of employees that are preferential under the Companies Ordinance on a winding up and all non-preferential claims of employees in each case relating to Hang Fung Jewellery (International) Co. Ltd.;
 - (b) that portion of all Rent Deposits to which the Restructured Group is entitled on termination of the relevant lease arrangements to which such Rent Deposits relate as is attributable to Hang Fung Jewellery (International) Co. Ltd.;
 - (c) all costs and expenses on an indemnity basis, including legal fees and disbursements, reasonably incurred in connection with and during the administration of the liquidation of Hang Fung Jewellery (International) Co. Ltd.;
 - (d) any amounts outstanding as payable by Hang Fung Jewellery (International) Co. Ltd. to Hang Fung Jewellery Company Limited in respect of stock consignment sales; and
 - (e) the amount of any and all losses, liabilities, damages, demands and claims (including taxes), and all related costs and expenses, which, in the reasonable opinion and judgement of the Provisional Liquidators or the Scheme Administrators, as the case may be, arise as a result of the Investor rejecting Hang Fung Jewellery (International) Co. Ltd. from the Restructured Group and leaving it with the Excluded Companies and/or which would otherwise have been the concern of the Investor with its assumption of control of Hang Fung Jewellery (International) Co. Ltd., including (i) any costs or expenses incurred in relation to any proposed amendment or assignment or termination of the relevant lease arrangements to which Hang Fung Jewellery (International) Co. Ltd. is a party; and/or (ii) the amendment or termination of any agreement (including any document or deed, an arrangement and any other kind of commitment) relating to Hang Fung Jewellery (International) Co. Ltd..

If the Provisional Liquidators or the Scheme Administrators (as the case may be), or as they direct, receive from the Investor the requisite payments pursuant to clause 2(b) and/or clause 2(d) above and the Provisional Liquidators or the Scheme Administrators

(as the case may be) subsequently receive from some other person a sum which is, in the reasonable opinion of the Provisional Liquidators or the Scheme Administrators (as the case may be) whose decision shall be final and binding, paid directly in respect of the same items as the amounts payable by the Investor under either such clause, then the Provisional Liquidators or the Scheme Administrators (as the case may be) shall pay to the Investor within a reasonable period an amount equal to that sum received from such other person.

The Investor shall bear and assume responsibility for any and all losses, liabilities, damages, demands and claims (including taxes), and all related costs and expenses, in full arising from loss of or damage to stock in trade held by Hang Fung Jewellery (International) Co. Ltd. on (i) relocation to different premises; and/or (ii) any purported distraint, distress or other seizure levied by landlords, their agents or other third parties in respect of such stock in trade.

Right to Recommend and Direct Purchase of New Stock

3. The Investor shall have the right to recommend and direct the purchase of new stock of the Group (the "**New Stock**"), provided that the exercise of such right by the Investor shall be upon and subject to the following:
 - (a) the prices at which New Stock is proposed to be acquired being reasonable in the then current market and not, in the sole opinion of the Provisional Liquidators, materially excessive;
 - (b) that any New Stock acquired shall be of or greater than the level of quality of stock-in-trade usually sold by the Group in the ordinary course of business and conforming in all respects with the descriptions of purity and quality given to such items by or on behalf of the Investor or relevant vendor before agreement on behalf of the Group to purchase them;
 - (c) the quantity of New Stock to be acquired being, in the reasonable opinion of the Provisional Liquidators, appropriate to the requirements of the then current business undertaken by members of the Group in the ordinary course;
 - (d) the Investor's agreement and undertaking to fulfil its obligations under and to complete the transactions contemplated in the Agreement in accordance with its terms, notwithstanding any loss of the business and/or management of the Restructured Group or any consequence arising from the exercise of the Investor's right to recommend and direct the purchase of New Stock; and
 - (e) the Investor shall assume responsibility for and unconditionally and irrevocably covenants to pay to the Provisional Liquidators on demand an amount equal to any and all losses, costs, claims, liabilities, damages, demands and claims (including taxes), and all related costs and expenses arising from claims arising from or in connection with any breach by the Investor or its associates (as

defined under the Listing Rules) or any person connected with them of the conditions referred to above.

Payment of Accounts Payables

4. Prior to Completion, Accounts Payables shall be paid out of the designated bank account opened by the Company with a bank licensed in Hong Kong for receipt of payments of trade debts owing to 3D-GOLD Enterprise Development (Shenzhen) Co. Limited as at the First Payment Date in respect of goods or services supplied in the usual or ordinary course of business ("**Trade Receivables**"). Such Accounts Payables will only be payable to the extent that there are payments received from such Trade Receivables sufficient to discharge them and after Completion, to the extent that there are insufficient or no funds in such account representing payments received from such Trade Receivables to pay all Accounts Payables then any such shortfall shall be solely borne by the Restructured Group.

"Accounts Payables" shall be amended to mean all trade debts owing by 3D-GOLD Enterprise Development (Shenzhen) Co. Limited to the trade creditors of 3D-GOLD Enterprise Development (Shenzhen) Co. Limited in the ordinary course of the Business as at the First Payment Date and agreed between the Investor and the Provisional Liquidators but for the avoidance of doubt shall not include any contingent and/or bona fide unrecorded liabilities arising from the Business carried out by 3D-GOLD Enterprise Development (Shenzhen) Co. Limited.

Guarantee

5. The Guarantors agree to continue to guarantee the due performance of all the obligations of the Investor under the Agreement and the Supplemental Deed and all agreements and obligations entered into pursuant to the Agreement (as supplemented and/or varied by the Supplemental Deed); and that such obligations are not in any way reduced, waived or discharged by the entry into force of the Supplemental Deed. The Company agrees that if Completion takes place by way of Completion With Share Issue, it shall, among other things, hold the rights, benefits and interests of the Company arising in respect of the said guarantee for the benefit of the Scheme Administrators on behalf of the relevant Creditors of the Group.

Clarifications

6. It is clarified that: (a) the definition of "Business" does not include, among other things, any wholesale business; and (b) the number of Preference Shares to be subscribed by the Investor shall not be fixed at 2,500,000,000.

GENERAL

Further announcement(s) in respect of any significant progress to the proposed restructuring of the Company will be made when appropriate.

As at the date of this announcement, the board of the Company consists of only the executive directors namely Ms. Chan Yam Fai, Jane, Ms. Ng Yee Mei and Mr. Yeung Hon Yuen.

For and on behalf of

**3D-GOLD JEWELLERY HOLDINGS
LIMITED**

(Provisional Liquidators Appointed)
Darach Haughey
Yeung Lui Ming
Edmond Wah Bon Ching

*Joint and Several Provisional Liquidators
acting as agents for and on behalf of
3D-GOLD Jewellery Holdings Limited
without personal liability*

Hong Kong, 17 March 2009

** For identification purposes only*

The Provisional Liquidators jointly and severally accept full responsibility for the accuracy of the information contained in this announcement and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement have been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any of the statements in this announcement misleading.