THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action you should take, you should consult your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in **Addchance Holdings Limited**, you should at once hand this circular to the purchaser or the transferee or the bank, stockbroker or other registered dealer or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

ADDCHANCE HOLDINGS LIMITED
互益集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3344)

DISCLOSEABLE TRANSACTION:
DISPOSAL OF PROPERTIES

A letter from the Board is set out on pages 4 to 12 of this Circular.

20 January 2009

CONTENTS

In this circular, the following expressions have the following meanings unless the context requires otherwise:–

"associate"	has the meaning ascribed under the Listing Rules;
"Board"	the board of Directors;
"Completion"	completion of the sale and purchase of the Properties (1) and the Properties (2);
"Completion Date"	14 January 2009, being the date of completion of the sale and purchase of the Properties;
"Company"	Addchance Holdings Limited (互益集團有限公司), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange;
"Directors"	the directors of the Company (including non-executive director and independent non-executive directors of the Company);
"Group"	the Company and its subsidiaries;
"HK$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Independent Third Party"	third party independent of and not connected with the Company or any of its subsidiaries and not being an associate of any of them;
"Latest Practicable Date"	16 January 2009, being the latest practicable date prior to the printing of this circular for ascertaining certain information as referred to in this circular;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;

"Properties"	collectively, the Properties (1) and the Properties (2);
"Properties (1)"	the 1st floor, 2nd floor, 3rd floor, 6th floor, 7th floor, 8th floor, 9th floor and the roof of Sung's Tower, 15-19 Lam Tin Street, Kwai Chung, New Territories, Hong Kong;
"Properties (2)"	collectively: 1. the parking spaces 1, 2, 3, 4, 5, 6, and 7 on the ground floor; 2. the factory unit on the ground floor; and 3. 4th floor and 5th floor of Sung's Tower, 15-19 Lam Tin Street, Kwai Chung, New Territories, Hong Kong;
"Purchaser"	Ms. Pun Sok Kuan;
"Sale and Purchase Agreement (1)"	the provisional agreement for sale and purchase in respect of the Properties (1) dated 30 December 2008 entered into between the Vendor (1) and the Purchaser;
"Sale and Purchase Agreement (2)"	the provisional agreement for sale and purchase in respect of the Properties (2) dated 30 December 2008 entered into between the Vendor (2) and the Purchaser;
"Sale and Purchase Agreements"	collectively, the Sale and Purchase Agreement (1) and the Sale and Purchase Agreement (2);
"SFO"	Securities and Futures Ordinance, Chapter 571 of the laws of Hong Kong;

"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"US$"	United States dollars, the lawful currency of the United States of America;
"Valuer"	Vigers Appraisal & Consulting Limited, an independent firm of professional valuers;
"Vendor (1)"	Addchance Limited（互益有限公司）, a company incorporated in Hong Kong and an indirect wholly-owned subsidiary of the Company; and
"Vendor (2)"	Charm Shine Industrial Co. Ltd.（長興工業有限公司）, a company incorporated in Hong Kong and a 95.45% owned subsidiary of the Company.

Amounts denominated in US$ in this circular have been converted to HK$ at a rate of US$1.00 to HK$7.75.

ADDCHANCE HOLDINGS LIMITED

互益集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 3344)

Executive Directors:
Dr. Sung Chung Kwun
Mr. Wong Chiu Hong
Mr. Ip Siu Lam
Ms. Mok Pui Mei
Mr. Sung Kim Ping
Mr. Cheung Yung Fat, Albert

Non-executive Director:
Mr. Lau Gary Q.

Independent non-executive Directors:
Mr. Chan Tsz Fu, Jacky
Mr. Ng Man Kin
Professor Cai Xiu Ling

Registered office:
Cricket Square
Hutchins Drive
P.O. Box 2681
Grand Cayman KY1-1111
Cayman Islands

Principal office in Hong Kong:
Sung's Tower
15-19 Lam Tin Street
Kwai Chung
New Territories
Hong Kong

20 January 2009

To the Shareholders

Dear Sir or Madam,

DISCLOSEABLE TRANSACTION: DISPOSAL OF PROPERTIES

INTRODUCTION

On 2 January 2009, the Board announced that the Vendor (1) and the Vendor (2) entered into the Sale and Purchase Agreement (1) and the Sale and Purchase Agreement (2) respectively with the Purchaser both on 30 December 2008 for the sale and purchase of the Properties (1) and the Properties (2) at the respective considerations of US$7,000,000 (equivalent to HK$54,250,000) and US$3,000,000 (equivalent to HK$23,250,000) in cash.

The disposal of the Properties constituted a discloseable transaction for the Company according to Rule 14.06(2) of the Listing Rules.

The purpose of this circular is to provide you with, among other things, further details of the Sale and Purchase Agreements and the disposal of the Properties.

SALE AND PURCHASE AGREEMENT (1)

Date:

30 December 2008

Parties:

Vendor:	Addchance Limited, an indirect wholly-owned subsidiary of the Company
Purchaser:	Ms. Pun Sok Kuan
	The Directors confirm that, to the best of their knowledge, information and belief having made all reasonable enquiries, the Purchaser is an Independent Third Party.
	The Purchaser, when the Group had no acquaintance before, approached the sales department of the Group to negotiate on the terms of the sale and purchase of the Properties when the Properties were offered by the Group to the market for sale.

Properties disposed of:

The properties disposed of under the Sale and Purchase Agreement (1) comprise the Properties (1). The Properties (1) are currently occupied by the Group for warehouse and ancillary office uses. For the disposal of the Properties (1), the Directors confirm that there will be no material impact on the operations of the Group. As no rent has been received by the Group in respect of the Properties (1), no profit was recorded by the Group in respect of the Properties (1) for the two financial years preceding the subject transaction.

Conditions precedent:

Completion of the sale and purchase of the Properties (1) shall be conditional upon the following:

(1) the Company having complied with all statutory requirements and such other requirements as may be imposed under the Listing Rules; and

(2) completion of the sale and purchase of the Properties (2) having taken place in accordance with the Sale and Purchase Agreement (2) simultaneously.

In the event that condition (1) is not satisfied, the Vendor (1) shall have the option to:

(a) terminate the Sale and Purchase Agreement (1) by way of 7 business days' written notice by the Vendor (1) to the Purchaser and the Vendor (1) shall then refund the deposit paid to the Purchaser without any compensation, costs or interest and the Vendor (1) and the Purchaser shall enter into a cancellation agreement to cancel the Sale and Purchase Agreement (1) and thereafter neither party shall have any claim for damages, specific performance or any other remedies whatsoever against the other party for such termination; or

(b) postpone to such date (the "**Revised Completion Date**") as the Vendor (1) may reasonably see fit until the Vendor (1) is in a position to validly assign the Properties (1) to the Purchaser and the Revised Completion Date shall not in any event be later than 14 April 2009.

With respect to condition (2):

(a) if the Purchaser fails or refuses (other than due to the failure or default of the Vendor (2)) to complete the sale and purchase of the Properties (2) in accordance with the Sale and Purchase Agreement (2), the Purchaser shall be deemed to have been in breach of the Sale and Purchase Agreement (1) and the Vendor (1) shall have the right to exercise all the rights of the Vendor (1) under the Sale and Purchase Agreement (1); or

(b) if the Vendor (2) fails or refuses (other than due to the failure or default of the Purchaser) to complete the sale and purchase of the Properties (2) in accordance with the Sale and Purchase Agreement (2), the Sale and Purchase Agreement (1) shall be terminated at the option of the Vendor (1) by way of 7 business days' written notice from the Vendor (1) to the Purchaser in which event the Vendor (1) shall refund to the Purchaser the deposit paid under the Sale and Purchase Agreement (1) without any compensation, costs or interest and the Vendor (1) and the Purchaser shall enter into a cancellation agreement to cancel the Sale and Purchase Agreement (1) and thereafter neither party shall have any claim for damages, specific performance or any other remedies whatsoever against the other party for such termination.

All the above conditions precedent have been fulfilled.

Payment terms:

The aggregate consideration for the sale and purchase of the Properties (1) is US$7,000,000 (equivalent to HK$54,250,000) (the "**Consideration (1)**") and has been paid by the Purchaser in the following manner:

(1) a sum of US$700,000 (equivalent to HK$5,425,000), being the deposit and part payment of the Consideration (1), has already been paid by the Purchaser to the Vendor (1); and

(2) a sum of US$6,300,000 (equivalent to HK$48,825,000), being the remaining balance of the Consideration (1), has already been paid by the Purchaser to the Vendor (1) in cash on Completion.

The Consideration (1) was arrived at after arm's length negotiations with the Purchaser with reference to the value of the properties in the nearby area.

According to the management accounts of the Group as at 30 December 2008, the book value of the Properties (1) is approximately HK$9,121,000. The Company has engaged the Valuer to assess the value of the Properties (1). The Valuer has assessed the value of the Properties (1) as being HK$27,400,000 as at 19 December 2008. The valuation was carried out by the Valuer on the market value approach, which is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

Effect on earnings, assets and liabilities:

Since the Consideration (1) represents (i) a premium of approximately HK$45,129,000 as compared with the book value of the Properties (1) and (ii) a premium of approximately HK$26,850,000 as compared with the assessed value of the Properties (1), the disposal of the Properties (1) will increase the net asset value of the Group. The disposal of the Properties (1) is expected to generate a gain of approximately HK$45,129,000 (before expenses) in the Group's profit and loss accounts. In respect of the accounting treatment of the Properties (1) before Completion, they are treated as property, plant and equipment.

Completion:

Completion of the Sale and Purchase Agreement (1) has taken place on the Completion Date.

Notwithstanding Completion, the Vendor (1) shall be entitled not to deliver vacant possession of the Properties (1) to the Purchaser until 31 March 2009.

SALE AND PURCHASE AGREEMENT (2)

Date:

30 December 2008

Parties:

Vendor:	Charm Shine Industrial Co. Ltd., a 95.45% owned subsidiary of the Company
Purchaser:	Ms. Pun Sok Kuan

Properties disposed of:

The properties disposed of under the Sale and Purchase Agreement (2) comprise the Properties (2). The Properties (2) are currently occupied by the Group for car parking and ancillary office uses. For the disposal of the Properties (2), the Directors confirm that there will be no material impact on the operations of the Group. As no rent has been received by the Group in respect of the Properties (2), no profit was recorded by the Group in respect of the Properties (2) for the two financial years preceding the subject transaction.

Conditions precedent:

Completion of the sale and purchase of the Properties (2) shall be conditional upon the following:

(1) the Company having complied with all statutory requirements and such other requirements as may be imposed under the Listing Rules; and

(2) completion of the sale and purchase of the Properties (1) having taken place in accordance with the Sale and Purchase Agreement (1) simultaneously.

In the event that condition (1) is not satisfied, the Vendor (2) shall have the option to:

(a) terminate the Sale and Purchase Agreement (2) by way of 7 business days' written notice by the Vendor (2) to the Purchaser and the Vendor (2) shall then refund the deposit paid to the Purchaser without any compensation, costs or interest and the Vendor (2) and the Purchaser shall enter into a cancellation agreement to cancel the Sale and Purchase Agreement (2) and thereafter neither party shall have any claim for damages, specific performance or any other remedies whatsoever against the other party for such termination; or

(b) postpone to the Revised Completion Date which shall not in any event be later than 14 April 2009.

With respect to condition (2):

(a) if the Purchaser fails or refuses (other than due to the failure or default of the Vendor (1)) to complete the sale and purchase of the Properties (1) in accordance with the Sale and Purchase Agreement (1), the Purchaser shall be deemed to have been in breach of the Sale and Purchase Agreement (2) and the Vendor (2) shall have the right to exercise all the rights of the Vendor (2) under the Sale and Purchase Agreement (2); or

(b) if the Vendor (1) fails or refuses (other than due to the failure or default of the Purchaser) to complete the sale and purchase of the Properties (1) in accordance with the Sale and Purchase Agreement (1), the Sale and Purchase Agreement (2) shall be terminated at the option of the Vendor (2) by way of 7 business days' written notice from the Vendor (2) to the Purchaser in which event the Vendor (2) shall refund to the Purchaser the deposit paid under the Sale and Purchase Agreement (2) without any compensation, costs or interest and the Vendor (2) and the Purchaser shall enter into a cancellation agreement to cancel the Sale and Purchase Agreement (2) and thereafter neither party shall have any claim for damages, specific performance or any other remedies whatsoever against the other party for such termination.

All the above conditions precedent have been fulfilled.

Payment terms:

The aggregate consideration for the sale and purchase of the Properties (2) is US$3,000,000 (equivalent to HK$23,250,000) (the "**Consideration (2)**") and has been paid by the Purchaser in the following manner:

(1) a sum of US$300,000 (equivalent to HK$2,325,000), being the deposit and part payment of the Consideration (2), has already been paid by the Purchaser to the Vendor (2); and

(2) a sum of US$2,700,000 (equivalent to HK$20,925,000), being the remaining balance of the Consideration (2), has already been paid by the Purchaser to the Vendor (2) in cash on Completion.

The Consideration (2) was arrived at after arm's length negotiations with the Purchaser with reference to the value of the properties in the nearby area.

According to the management accounts of the Group as at 30 December 2008, the book value of the Properties (2) is approximately HK$1,073,000. The Company has engaged the Valuer to assess the value of the Properties (2). The Valuer has assessed the value of the Properties (2) as being HK$18,440,000 as at 19 December 2008. The valuation was carried out by the Valuer on the market value approach, which is defined as the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

Effect on earnings, assets and liabilities:

Since the Consideration (2) represents (i) a premium of approximately HK$22,177,000 as compared with the book value of the Properties (2) and (ii) a premium of approximately HK$4,810,000 as compared with the assessed value of the Properties (2), the disposal of the Properties (2) will increase the net asset value of the Group. The disposal of the Properties (2) is expected to generate a gain of approximately HK$22,177,000 (before expenses) in the Group's profit and loss accounts. In respect of the accounting treatment of the Properties (2) before Completion, they are treated as property, plant and equipment.

Completion:

Completion of the Sale and Purchase Agreement (2) has taken place on the Completion Date.

Notwithstanding Completion, the Vendor (2) shall be entitled not to deliver vacant possession of the Properties (2) to the Purchaser until 31 March 2009.

REASON FOR THE DISPOSAL OF THE PROPERTIES

Taking into account the prevailing non-residential property market in Hong Kong, the overall economy of Hong Kong and the prices at which the Purchaser is willing to purchase the Properties, the Board is of the opinion that the entering into of the Sale and Purchase Agreements represents a good opportunity for the Company to dispose of the Properties and to enhance the cashflow position of the Group. The Company intends to use the proceeds from the disposal of the Properties as working capital of the Group.

The Directors consider that the terms for the disposal of the Properties under the Sale and Purchase Agreements are fair and reasonable and in the interest of the shareholders of the Company as a whole.

INFORMATION ABOUT THE GROUP AND THE PROPERTIES

The Group is principally engaged in the production and sale of dyed yarns and knitted sweaters.

The financial effects of the disposal of the Properties on the assets and liabilities of the Group are expected to be (a) a decrease in non-current assets of approximately HK$10,194,000; (b) an increase in bank and cash balances of approximately HK$77,100,000 (after repayment of the mortgaged loan); and (c) a decrease in liabilities of approximately HK$400,000 representing the mortgaged loan.

GENERAL

The Group has not engaged in any previous transaction with the Purchaser which would otherwise require aggregation with the disposal of the Properties pursuant to Rule 14.22 of the Listing Rules.

Since the aggregate amount of the consideration for the disposal of the Properties represent more than 5% but less than 25% of the market capitalization of the Company, the entering into of the Sale and Purchase Agreements constituted a discloseable transaction for the Company according to Rule 14.06(2) of the Listing Rules.

Your attention is also drawn to the general information as set out in the Appendix to this circular.

By Order of the Board
Addchance Holdings Limited
Sung Chung Kwun
Chairman

RESPONSIBILITY STATEMENT

This circular includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Group. The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this circular and confirm, having made all reasonable inquiries and that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

DISCLOSURE OF INTERESTS

Interests of Directors in the shares, underlying shares and debentures

As at the Latest Practicable Date, the interests of the Directors in the shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO), or were required pursuant to section 352 of the SFO, to be entered in the register referred to therein, or were required, pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, to be notified to the Company and the Stock Exchange were as follows:

Long position in ordinary shares of HK$0.01 each of the Company ("Shares")

Name of directors	Capacity	Number of ordinary Shares held	Percentage of shareholding
Dr. Sung Chung Kwun ("Dr. Sung")	Founder of discretionary trusts	300,000,000 *(Note 1)*	75%
Mr. Sung Kim Ping ("Mr. Sung")	Beneficiary of discretionary trust	267,000,000 *(Note 2)*	66.75%
Mr. Wong Chiu Hong ("Mr. Wong")	Beneficiary of discretionary trust	33,000,000 *(Note 3)*	8.25%
Ms. Mok Pui Mei ("Ms. Mok")	Beneficiary of discretionary trust	33,000,000 *(Note 4)*	8.25%
Mr. Ip Siu Lam ("Mr. Ip")	Beneficiary of discretionary trust	33,000,000 *(Note 5)*	8.25%

Notes:

1. Dr. Sung is deemed to be interested in 300,000,000 Shares in the capacity as the founder of The CK Sung's Trust, the beneficial owner of Powerlink Industries Limited and founder and settlor of The Addchance Employee's Trust. Under the SFO, Dr. Sung is also deemed to be interested in the entire issued share capital of Powerlink Industries Limited, the associated corporation of the Company holding 267,000,000 Shares, representing 66.75% in the issued share capital of the Company.

2. Mr. Sung is deemed to be interested in 267,000,000 Shares in the capacity as a discretionary beneficiary of The CK Sung's Trust, the beneficial owner of Powerlink Industries Limited. Mr. Sung is also deemed to be interested in the entire issued share capital of Powerlink Industries Limited under the SFO.

3. Mr. Wong is deemed to be interested in 33,000,000 Shares in the capacity as a discretionary beneficiary of The Addchance Employee's Trust.

4. Ms. Mok is deemed to be interested in 33,000,000 Shares in the capacity as a discretionary beneficiary of The Addchance Employee's Trust.

5. Mr. Ip is deemed to be interested in 33,000,000 Shares in the capacity as a discretionary beneficiary of The Addchance Employee's Trust.

6. The deemed interest of Dr. Sung as founder of The CK Sung's Trust and all the deemed interests of Mr. Sung were in respect of the same interest and duplicated each other.

7. The deemed interest of Dr. Sung as founder and settlor of The Addchance Employee's Trust and all the deemed interests of Mr. Wong, Ms. Mok and Mr. Ip were in respect of the same interest and duplicated each other.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or any chief executive of the Company had an interest or short position in any shares, underlying shares or debentures of the Company or any of its associated corporation (within the meaning of Part XV of the SFO) which would have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he/she was taken or deemed to have under such provisions of the SFO) or which was required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules to be notified to the Company and the Stock Exchange.

Interests of substantial shareholders and other persons in the share capital of the Company

As at the Latest Practicable Date, so far as is known to the Directors, the following persons (other than a Director or chief executive of the Company) had an interest or short position in the shares and underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO:

Long position in Shares

Substantial Shareholders (as defined under the Listing Rules)

Name	Capacity	Number of ordinary Shares held	Percentage of shareholding
GZ Trust Corporation ("GZ Trust") *(Note 1)*	Trustee of discretionary trusts	300,000,000	75%
Powerlink Industries Limited *(Note 2)*	Beneficial owner	267,000,000	66.75%
Ms. Tse Mui Chu ("Mrs. Sung") *(Note 3)*	Beneficiary of discretionary trust	267,000,000	66.75%
Mr. Sung Kim Wa *(Note 4)*	Beneficiary of Discretionary trust	267,000,000	66.75%

Notes:

1. The entire issued share capital of Powerlink Industries Limited and Herojoy Trading Limited are owned by GZ Trust in its capacity as the trustee of (i) The CK Sung's Trust, a discretionary trust the founder (as defined in the SFO) of which is Dr. Sung and the discretionary objects of which are Mrs. Sung, Mr. Sung and Mr. Sung Kim Wa (excluding Dr. Sung himself), and (ii) The Addchance Employee's Trust, a discretionary trust the founder (as defined in the SFO) and the settlor of which is Dr. Sung and the discretionary objects of which are the employees of the Group from time to time including Mr. Wong, Ms. Mok and Mr. Ip (excluding Mr. Sung). Accordingly, GZ Trust is deemed to be interested in the 300,000,000 Shares under the SFO.

2. The 267,000,000 Shares are beneficially owned by Powerlink Industries Limited.

3. Mrs. Sung is deemed to be interested in 267,000,000 Shares in the capacity as a discretionary beneficiary of The CK Sung's Trust.

4. Mr. Sung Kim Wa is deemed to be interested in 267,000,000 Shares in the capacity as a discretionary beneficiary of The CK Sung's Trust.

5. The interest of Powerlink Industries Limited, the deemed interest of GZ Trust as trustee of The CK Sung's Trust and all the deemed interests of Mrs. Sung and Mr. Sung Kim Wa were in respect of the same interest and duplicated each other.

Other person

Name	Capacity	Number of ordinary Shares held	Percentage of shareholding
Herojoy Trading Limited	Beneficial owner	33,000,000	8.25%

Save as disclosed above, as at the Latest Practicable Date, according to the register of interests required to be kept by the Company under section 336 of the SFO, there was no person who had any interest or short position in the shares or underlying shares of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO.

Dr. Sung is the sole director of Powerlink Industries Limited and Herojoy Trading Limited.

Interests in other members of the Group

Save as disclosed above and Even Success International Limited, Happy Kind Corporation Limited and Jumbo Hill Group Limited who were the substantial shareholders of Addchance Thread Manufacturing Limited holding 24%, 12% and 12% of its share capital respectively, as at the Latest Practicable Date, the Directors were not aware of any person (other than a Director or chief executive of the Company) who was interested, directly or indirectly, in 10 % or more of the issued shares of any subsidiary of the Company or any options in respect of such capital.

Service contracts

As at the Latest Practicable Date, none of the Directors has entered into, or proposed to enter into, a service contract with any member of the Group which does not expire or is not terminable by such member of the Group within one year without payment of compensation, other than statutory compensation.

Competing business

As at the Latest Practicable Date, none of the Directors or any of their respective associates has any interest in any business which competes or is likely to complete, either directly or indirectly, with the Group's business.

LITIGATION

As at the Latest Practicable Date, neither the Company nor any of its subsidiaries is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to the Directors to be pending or threatened against the Company or any of its subsidiaries.

GENERAL

(a) The secretary and qualified accountant of the Company is Ms. Fung Ka Lai. She is a fellow member of the Association of Chartered Certified Accountants, an associate of the Hong Kong Institute of Certified Public Accountants and a practising certified public accountant in Hong Kong.

(b) The registered office of the Company is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and the principal office in Hong Kong is Sung's Tower, 15-19 Lam Tin Street, Kwai Chung, New Territories, Hong Kong.

(c) The Hong Kong share registrar and transfer office of the Company is Computershare Hong Kong Investor Services Limited, Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

(d) In the event of inconsistency, the English text of this circular shall prevail over the Chinese text thereof.