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BM INTELLIGENCE
B M INTELLIGENCE INTERNATIONAL
LIMITED

邦盟滙駿國際有限公司*

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 8158)

- (i) ADVANCE TO ENTITY:
THE SUPPLEMENTAL S&P AGREEMENT
IN RESPECT OF
VERY SUBSTANTIAL ACQUISITION
OF
THE SALE SHARES OF
FD(H) INVESTMENTS LIMITED;**
- (ii) SUPPLEMENTAL AGREEMENT IN RESPECT OF
PROPOSED ISSUE OF CONVERTIBLE BONDS;
AND**
- (iii) RESUMPTION OF TRADING**

Financial adviser to the Company

Nuada Limited

Corporate Finance Advisory

SUPPLEMENTAL S&P AGREEMENT

On 15 August 2008, the Company entered into the Supplemental S&P Agreement with the Vendor for the purpose to vary the timing of payment of the part Consideration such that (i) the part payment of the Consideration HK\$14 million in cash shall be paid by the Purchaser to the Vendor or its nominate(s) on or before 18 August 2008 instead of 30 July 2008; and (ii) the part payment of the Consideration HK\$50 million in cash shall be payable to the Vendor on 18 August 2008 instead of the date of Completion.

GENERAL

Given the part payment of HK\$50 million represents approximately 42% of the total asset value of the Company as at the date of this announcement under the assets ratio as defined under Rule 19.07(1) of the GEM Listing Rules, the Supplemental S&P Agreement constitutes advance to entity from the Company under Rule 17.15 of the GEM Listing Rules. Further announcement will be made by the Company where the advance to an entity increase from that previously disclosed and the amount of the increase since the previous disclosure is 3% or more under the Rule 19.07(1) of the GEM Listing Rules.

SUPPLEMENTAL AGREEMENT

On 15 August 2008, the Company and the Vendor entered into the Supplemental Agreement regarding the addition of a conversion restriction in the conditions of the S&P Agreement so that no conversion of the Convertible Bonds can be made at any time when the Company cannot maintain minimum public float as a result of such conversion.

RESUMPTION OF TRADING

At the request of the Company, trading in Shares has been suspended with effect from 9:30 a.m. on 18 August 2008 pending the release of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in Shares with effect from 9:30 a.m. on 19 August 2008.

Reference is made to the announcement of B M Intelligence International Limited (the "Company") dated 14 July 2008 (the "Announcement") in relation to a very substantial acquisition of the Sale Shares of FD(H) Investments Limited and 4 August 2008 in relation to the delay in despatch of circular. Capitalised terms used in this announcement shall have the same meanings as those defined in the Announcement unless otherwise stated.

SUPPLEMENTAL S&P AGREEMENT

Date: 15 August 2008

Parties: Million Profit
the Vendor

Major terms of the Supplemental S&P Agreement

On 15 August 2008, Million Profit entered into the supplemental S&P Agreement (the “**Supplemental S&P Agreement**”) with the Vendor for the purpose to vary the timing of payment of the part Consideration provided under the S&P Agreement such that (i) the part payment of the Consideration HK\$14 million in cash shall be paid by the Purchaser to the Vendor or its nominate(s) on or before 18 August 2008 instead of 30 July 2008; and (ii) the part payment of the Consideration HK\$50 million in cash shall be payable to the Vendor on 18 August 2008 instead of the date of Completion.

In the event that the Completion does not take place as a result of the sole default of the Purchaser, the Vendor shall be entitled to retain and forfeit all the payments made by the Purchaser in the amount of HK\$70 million as liquidated damages (but not as penalty) and in full and final settlement of any liabilities of the Purchaser towards the Vendor under the Supplemental S&P Agreement and whereupon the Vendor shall not take any action to claim for damages or to enforce specific performance or any other rights and remedies.

In the event that the Completion does not take place as a result of the sole default of the Vendor, the Vendor shall forthwith refund all the payments made by the Purchaser in the amount of HK\$70 million, without interest, to the Purchaser as liquidated damages (but not as penalty) and in full and final settlement of any liabilities of the Vendor towards the Purchaser under the Supplemental S&P Agreement and whereupon the Purchaser shall not take any action to claim for damages or to enforce specific performance or any other rights and remedies.

In the event that the Completion does not take place for any reasons other the default of the Vendor or the Purchaser (as the case may be) the S&P Agreement shall cease, the Vendor shall forthwith refund HK\$64 million and neither party shall have any obligations and liabilities towards each other.

Save as disclosed above, all the major terms and conditions of the S&P Agreement as

prescribed in the Announcement remain unchanged. Save for the indemnity given by the shareholders of the Vendor, no collateral was determined in the Supplemental S&P Agreement.

Reasons for entering into the Supplemental S&P Agreement

The change of payment dates of the cash deposit is at the request of the Vendor. After arm's length negotiation with the Vendor and taking into consideration of (i) the results of the due diligence review conducted by the Company; (ii) the future business prospects of FDH Group; and (iii) the Consideration of HK\$70 million will be refunded to the Company by the Vendor in the event that the Completion does not take place as a result of sole defaults of the Vendor, the Board agreed to the change of payment date of the cash deposit. Shareholders of the Vendor, personally indemnified against the Purchaser of all moneys, interests, obligation and liabilities, owing or incurred to the Purchaser by reason of any default of the Vendor under the terms in performing and observing any provisions of the S&P Agreement as amended by supplemental agreement(s) from time to time and all expenses howsoever incurred by the Purchaser provided that each of them shall have maximum liability of not more than HK\$70 million.

GENERAL

Given the part payment of HK\$50 million represents approximately 42% of the total asset value of the Company as at the date of this announcement under the assets ratio as defined under Rule 19.07(1) of the GEM Listing Rules, the Supplemental S&P Agreement constitutes advance to entity from the Company under Rule 17.15 of the GEM Listing Rules. Further announcement will be made by the Company where the advance to an entity increase from that previously disclosed and the amount of the increase since the previous disclosure is 3% or more under the Rule 19.07(1) of the GEM Listing Rules.

SUPPLEMENTAL AGREEMENT

As disclosed in the Announcement, the Stock Exchange has raised the concern that the Convertible Bonds may result in the situation that the Company may not maintain 25% public float of the Shares upon the full exercise of the conversion rights attaching to the Convertible Bonds. On 15 August 2008, the Company and the Vendor have agreed to supplement the S&P Agreement by entering into the supplemental agreement (the "**Supplemental Agreement**") regarding the additional of a conversion restriction in the terms and conditions so that no conversion of the Convertible Bonds

can be made at any time when the Company cannot maintain minimum public float as a result of such conversion.

Date: 15 August 2008

Parties: Million Profit
the Vendor

Principal Terms of the Supplemental Agreement

The Company and the Vendor agreed that the holders of the Convertible Bonds shall not be entitled to exercise the conversion right at any given time if, following the exercise of such conversion right, the number of Shares held by the public (within the meaning of the Listing Rules) will fall below 25% of the aggregate number of (i) the Shares in issue at that time; and (ii) the Conversion Shares to be issued upon the exercise of such conversion right.

RESUMPTION OF TRADING

At the request of the Company, trading in Shares has been suspended with effect from 9:30 a.m. on 18 August 2008 pending the release of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in Shares with effect from 9:30 a.m. on 19 August 2008.

By order of the Board

Yu Sau Lai

Executive Director

**for identification purposes only*

Hong Kong, 18 August 2008

As at the date of this announcement, the executive directors of the Company are Ms. Yeung Sau Han, Agnes and Ms. Yu Sau Lai; the non-executive director is Mr. Wong Sai Hung, Oscar; the independent non-executive directors are Mr. Lui Tin Nang, Mr. Cheung Siu Chung, Mr. Orr Joseph Wai Shing and Mr. Lam Raymond Shiu Cheung.

This announcement, for which the Directors collectively and individually accept full

responsibility, includes particulars given in compliance with the GEM Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquires, confirm that, to the best of their knowledge and belief:– (i) the information contained in this announcement is accurate and complete in all material respects and not misleading; (ii) there are no other matters the omission of which would make any statement in this announcement misleading; and (iii) all opinions expressed in this announcement have been arrived at after due and careful consideration and are founded on bases and assumptions that are fair and reasonable.

This announcement will remain on the “Latest Company Announcements” page of the GEM website at <http://www.hkexnews.hk/> and the website of the Company at <http://www.bmintelligence.com> for at least 7 days from the date of its posting.