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**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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**If you are in any doubt** about this circular or as to the action to be taken, 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 C Y Foundation Group Limited, you should at once hand this circular to the purchaser or transferee or to the bank, or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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**C Y FOUNDATION GROUP LIMITED**

*(Incorporated in Bermuda with limited liability)*

(Stock code #1182)

**DISCLOSEABLE TRANSACTIONS OF**

**Acquisition of Beijing Property and Hong Kong Property for Office Use**

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## DEFINITIONS

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

“Announcement”	the announcement made by the Company on 9 October 2007 in respect of the entering into the PRC LOI and the HK Agreement
“Board”	the board of Directors
“Company”	C Y Foundation Group Limited, a company incorporated in Bermuda with limited liability and which securities are listed on the main board of the Stock Exchange
“Directors”	the directors of the Company
“Group”	the Company and its subsidiaries
“HK Acquisition”	acquisition by the HK Purchaser of the HK Interest pursuant and subject to the terms and conditions of the HK Agreement
“HK Agreement”	the formal sale and purchase agreement entered into between the HK Vendor and the HK Purchaser on 9 October 2007 for the sale and purchase of the HK Property
“HK Completion”	completion of the HK Acquisition
“HK Conditions”	all the conditions precedent for the completion of the HK Acquisition as set out in the sub-section headed “HK Conditions” in this circular
“HK Consideration”	consideration for the HK Acquisition, being HK\$53,500,000
“HK Interest”	the entire issued share capital of and the entire shareholder’s loan advanced to Mansion Gains
“HK Property”	17/F Silver Base Centre, 200 Gloucester Road, Wanchai, Hong Kong
“HK Purchaser”	Highsharp Investments Limited, a wholly-owned subsidiary of the Company
“HK Vendor”	Beauford Limited, which and whose ultimate beneficial owner are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules

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## DEFINITIONS

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“Latest Practicable Date”	24 October 2007, being the latest practicable date prior to the printing of this circular for ascertaining certain information referred to in this circular
“Listing Rules”	Rules Governing the Listing of Securities on the SEHK
“Mansion Gains”	Mansion Gains Holdings Limited, a company incorporated in the British Virgin Islands and its only investment is the wholly-owned interest in a subsidiary incorporated in Hong Kong whose sole underlying operation and asset is the holding of the HK Property
“PRC”	the People’s Republic of China
“PRC Acquisition”	acquisition by the PRC Purchaser of the PRC Property pursuant and subject to the terms and conditions of the PRC LOI and the subsequent PRC Agreement
“PRC Agreement”	the formal sale and purchase agreement scheduled to be entered into on 29 October 2007 (or any other date the PRC Vendor and the PRC Purchaser may mutually agree) between the PRC Vendor and the PRC Purchaser for the PRC Acquisition
“PRC Completion”	completion of the PRC Acquisition
“PRC Consideration”	consideration for the PRC Acquisition being at RMB16,650 or US\$2,200/sqm, or a total of RMB62,672,265 or US\$8,281,020 (equivalent to HK\$64,591,956)
“PRC Escrow Account”	the interest bearing escrow account to be opened to keep the full amount of the PRC Consideration and the PRC Management Deposits to be paid by the PRC Purchaser after signing of the PRC Agreement
“PRC Initial Deposits”	the deposits of approximately 20% of the PRC Consideration having been paid by the Company to the PRC Vendor on or before the signing of the PRC LOI
“PRC Late Handover”	the late handover of the PRC Property by the PRC Vendor to the PRC Purchaser at major terms set out in the sub-section headed “PRC Late Handover” in this circular
“PRC Lease”	a possible lease back of part of the PRC Property between the PRC Vendor and the PRC Purchaser after PRC Completion, which major terms are set out in the sub-section headed “PRC Lease” in this circular

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## DEFINITIONS

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“PRC LOI”	the binding letter of intent entered into between the PRC Vendor and the Company on 9 October 2007 for the sale and purchase of the PRC Property
“PRC Management Deposits”	the various deposits in relation to the management fee and utility(ies) of the PRC Property which had been paid by the PRC Vendor and are currently registered in the name of the PRC Vendor and are intended to be transferred to the PRC Purchaser upon PRC Completion
“PRC Property”	16/F Tower 1&2, Bright China Chang An Building, Beijing, PRC (北京市建國門內大街7號光華長安大廈16樓) with an aggregate gross floor area of 3,764.1 sqm
“PRC Purchaser”	currently intended to be 北京零度聚陣文化有限公司 Beijing T-Matrix Culture Company Limited, a limited company established in PRC and a 100% controlled entity of the Company, or to be another company established in PRC and being a 100% controlled entity or a wholly owned subsidiary of the Company
“PRC Vendor”	CitiRealty China (BVI) Limited, which and whose ultimate beneficial owners are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules
“SFO”	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	share(s) of HK\$0.001 each in the share capital of the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“HK\$”	Hong Kong dollar(s), the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC
“US\$”	United States dollar(s), the lawful currency of the United States
“sqm”	square meter(s)

\* *the exchange rates of US\$/HK\$ and RMB/HK\$ applied in this circular are respectively taken at 7.80 and approximately 1.03*

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## LETTER FROM THE BOARD

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### C Y FOUNDATION GROUP LIMITED

*(Incorporated in Bermuda with limited liability)*

(Stock code #1182)

*Board of Directors:*

*Executive:*

CHENG Chee Tock Theodore (*Chairman*)

POH Po Lian

WOELM Samuel (*CEO*)

*Non-executive:*

WU Chuang John

CAO Dongxin

*Independent Non-executive:*

SZE Tsai Ping Michael

CHOW Steven

WANG Shan Chuan

*Registered Office:*

Clarendon House

2 Church Street

Hamilton HM 11

Bermuda

*Principal Place of Business:*

17/F Silver Base Centre

200 Gloucester Road

Wanchai

Hong Kong

30 October 2007

*To Shareholders*

Dear Sir/Madam,

### **DISCLOSEABLE TRANSACTIONS OF**

### **Acquisition of Beijing Property and Hong Kong Property for Office Use**

#### **INTRODUCTION**

On 9 October 2007, the Board made the Announcement which related to:

- (1) the Company, entered into the PRC LOI to acquire the PRC Property; and
- (2) the HK Purchaser, a wholly-owned subsidiary of the Company, entered into the HK Agreement to acquire the HK Property.

Under the Listing Rules, each of the PRC Acquisition and the HK Acquisition constitutes a discloseable transaction of the Company. The purpose of this circular is to give you further information regarding the PRC LOI and the HK Agreement.

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## LETTER FROM THE BOARD

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### PRC ACQUISITION

Date:	9 October 2007
PRC Vendor:	CitiRealty China (BVI) Limited, a China real estate holding company and a wholly owned subsidiary of Citigroup, Inc, which and whose ultimate beneficial owners are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules
PRC Purchaser:	currently intended to be 北京零度聚陣文化有限公司 Beijing T-Matrix Culture Company Limited, a limited company established in PRC and a 100% controlled entity of the Company, or to be another company established in PRC and being a 100% controlled entity or a wholly owned subsidiary of the Company
Subject to be acquired:	the PRC Property, being 16/F Tower 1&2, Bright China Chang An Building, Beijing, PRC (北京市建國門內大街7號光華長安大廈16樓) with an aggregate gross floor area of 3,764.1 sqm
Additional terms:	The PRC Acquisition is subject to the PRC Late Handover and the PRC Lease

### PRC Late Handover

The PRC Property is currently used by the PRC Vendor as office premises. Under the PRC LOI, the PRC Vendor is entitled to late handover of the PRC Property to the PRC Purchaser to a date on or before 30 June 2008. The PRC Vendor will have the right to occupy the PRC Property rent free for the period up to 31 March 2008. In the event the handover of the PRC Property is later than 31 March 2008 (but on or before 30 June 2008), the PRC Vendor shall pay a monthly rental of RMB174/sqm, or a total of RMB654,953 (equivalent to HK\$674,602).

### PRC Lease

Under the PRC LOI, the PRC Vendor is entitled to lease part of the PRC Property for its continuous use. The terms of the PRC Lease are as follows:

Units and floor area:	units 25 and 26 of the premises with a total area of 409.5 sqm
Lease term:	3 years commencing right after the handover under the PRC Late Handover, that is, from a date after PRC Completion and on or prior to 1 July 2008
Rental:	at RMB174/sqm or a total of RMB71,253 (equivalent to HK\$73,391) per month
Rental deposit:	3 months rent

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## LETTER FROM THE BOARD

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Renewal option: the PRC Vendor may renew the lease for another 3 years at the then market rent but subject to a cap at a maximum of 15% increase

The renewal right of the PRC Vendor under the PRC Lease may be exercised by the PRC Vendor by not less than 60 days before the expiry of the initial term of the PRC Lease.

### **PRC Consideration**

The PRC Consideration of the PRC Acquisition is based on the unit price of RMB16,650 or US\$2,200/sqm, or a total of RMB62,672,265 or US\$8,281,020 (equivalent to HK\$64,591,956) and is determined between the PRC Vendor and the Company on an arm's length basis. The Company and the PRC Purchaser has paid/ will pay the PRC Consideration in the following manner:

- (1) on 6 September 2007, the Company paid US\$414,040 (equivalent to HK\$3,229,512), approximately 5% of the PRC Consideration, to the PRC Vendor as an earnest money and as part of the PRC Initial Deposits for the exclusive negotiation of the acquisition of the PRC Property by the Group;
- (2) upon signing of the PRC LOI, the Company paid US\$1,242,120 (equivalent to HK\$9,688,536), approximately 15% of the PRC Consideration, to the PRC Vendor as a further part of the PRC Initial Deposits; and
- (3) within 7 working days from the signing of the PRC Agreement, the PRC Purchaser will pay the entire PRC Consideration in Renminbi of RMB62,672,265 (equivalent to HK\$64,591,956) plus the PRC Management Deposits into the PRC Escrow Account, and the PRC Initial Deposits will be released to the Company.

The PRC Consideration will first be financed by the internal source of funding of the Group. Subsequent to PRC Completion, the Group intends to arrange external mortgage financing for part of the PRC Consideration.

### **PRC Completion**

The PRC Acquisition shall be completed on 17 December 2007 or any other date as the PRC Vendor and the PRC Purchaser may mutually agree. Upon the due transfer of all titles of the PRC Property to the PRC Purchaser, the amount equivalent to the PRC Consideration and the PRC Management Deposits in the PRC Escrow Account will be released to the PRC Vendor while all interest accrued thereon will be released to the PRC Purchaser.

In the event the PRC Acquisition not being completed due to the fault of the Company or the PRC Purchaser, the PRC Vendor shall have the right to forfeit the PRC Initial Deposits or 20% of the PRC Consideration from the PRC Escrow Account (as the case may be) as compensation.

In the event of the PRC Acquisition not being completed due to the fault of the PRC Vendor, the PRC Vendor shall forthwith refund or release to the Company or the PRC Purchaser the PRC Initial Deposits or all amounts in the PRC Escrow Account (as the case may be) together with a penalty equivalent to 20% of the PRC Consideration.

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## LETTER FROM THE BOARD

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### PRC Vendor

The PRC Vendor and its ultimate beneficial owners are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules.

### HK ACQUISITION

- Date: 9 October 2007
- HK Vendor: Beauford Limited, which and whose ultimate beneficial owner are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules, and are independent of the PRC Vendor
- HK Purchaser: Highsharp Investments Limited, a wholly-owned subsidiary of the Company
- Subject to be acquired: the HK Interest, which only underlying asset is the HK Property (held through its wholly owned subsidiary), being 17/F Silver Base Centre, 200 Gloucester Road, Wanchai, Hong Kong

### HK Consideration

The HK Consideration of the HK Acquisition of HK\$53,500,000 is made with reference to the market price, and is determined between the HK Vendor and the HK Purchaser on an arm's length basis. The HK Consideration was/will be paid in the following manner:

- (1) 20% of the HK Consideration, being HK\$10,700,000 was paid to the HK Vendor as a deposit upon entering into the HK Agreement;
- (2) the balance of 80% of the HK Consideration of HK\$42,800,000 will be paid to the HK Vendor upon HK Completion.

The HK Consideration will be financed partly by the internal source of funding of the Group and partly by mortgage financing from bank.

### HK Conditions

HK Completion of the HK Acquisition shall be subject to, inter alia:

- (1) the HK Purchaser being satisfied with the due diligence on Mansion Gains and its subsidiary(ies) and the HK Property; and
- (2) the consent of the current mortgagee bank of the HK Property, if required.

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## LETTER FROM THE BOARD

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If any of the HK Conditions is not fulfilled or waived on or before the date fixed for HK Completion, or such later date as the HK Vendor and the HK Purchaser may mutually agree, the HK Agreement shall lapse and all monies paid by the HK Purchaser to the HK Vendor under the HK Agreement shall be refunded forthwith.

### **HK Completion**

The HK Acquisition, subject to the HK Conditions, shall be completed on 30 November 2007 or any other date as the HK Vendor and the HK Purchaser may mutually agree.

In the event the HK Acquisition not being completed due to the fault of the HK Purchaser, the HK Vendor shall have the right to forfeit the deposit of the HK Consideration having been paid by the HK Purchaser.

In the event of the HK Acquisition not being completed due to the fault of the HK Vendor, the HK Vendor shall forthwith refund to the HK Purchaser all monies having been paid by the HK Purchaser together with a penalty equivalent to the refund amount.

### **HK Vendor and Mansion Gains**

The HK Vendor is an investment holding company, and its ultimate beneficial owner are third parties which are independent of the Company and the connected persons of the Company as defined under the Listing Rules. The HK Vendor is the sole shareholder of Mansion Gains.

Mansion Gains is a limited company incorporated in the British Virgin Islands. Its only investment is the wholly-owned interest in a subsidiary incorporated in Hong Kong whose sole underlying operation and asset is the holding of the HK Property. Based on the management accounts of Mansion Gains as at 30 September 2007, the aggregate fair value of the consolidated total assets of Mansion Gains was approximately HK\$55,374,000. Upon HK Completion, the net assets of the Group will increase and a discount on acquisition for the Group will be recognized, both by approximately HK\$1,874,000. As the HK Property is intended to be partially financed by external mortgage, the total liability will be increased by and the total assets will (other than the increase of HK\$1,874,000) further be increased by the amount of the mortgage amount to be arranged. Besides, the HK Property will continue to be the Hong Kong office of the Group and thus the HK Acquisition will not have any impact on the earnings on the Group save for the interest expenses on the mortgage financing.

### **PURPOSE OF PRC ACQUISITION AND HK ACQUISITION**

The principal activity of the Group is acting as an interactive media entertainment company. The core business operation of the Group is the operation of an online game platform in China across various provinces with one of the major presences in Beijing.

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## LETTER FROM THE BOARD

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Currently, the Group has various subsidiaries and operations in Beijing including (a) C Y Foundation Culture Company Limited 中青基業文化有限公司, and (b) 北京零度聚陣文化有限公司 Beijing T-Matrix Culture Company Limited (the intended PRC Purchaser), business of both of which were announced by the Company in their announcements dated 8 March 2007 and 6 June 2007. The operations of these two subsidiary groups are mainly hosting, organizing and coordinating online games and tournaments, as well as the franchising of internet cafes and entertainment centres.

Currently, both the Beijing office and the Hong Kong office of the Group are on a lease basis. The PRC Property will be mainly used as the new Beijing principal office of the Group. The HK Property will continue to be used as the Hong Kong principal office of the Group. With these acquisitions, the Group is able to establish its permanent basis in Beijing and Hong Kong. In view of the Group's heavy operations in Beijing and Hong Kong and the increasing value of property in Beijing and Hong Kong, the Board concluded self-owned office space is more cost-efficient than leased office premises in these two territories.

The Directors consider the terms of the PRC Acquisition and the HK Acquisition fair and reasonable and in the interest of the Group and the shareholders of the Company as a whole.

### ADDITIONAL INFORMATION

Your attention is also drawn to the information set out in the appendix to this circular.

Yours faithfully,  
On behalf of the Board  
**Cheng Chee Tock Theodore**  
*Chairman*

## 1. RESPONSIBILITY STATEMENT

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

## 2. DIRECTORS' INTERESTS

As at the Latest Practicable Date, the interests or short positions of the Directors and chief executive of the Company 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) as recorded in the register required to be kept under section 352 of the SFO, or otherwise as required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO or the Model Code for Securities Transactions by Directors of Listed Companies were as follows:

### (a) Long positions in Shares

Name	Capacity	Number of Shares		Shareholding (%)
		Personal interest	Corporate interest	
Poh Po Lian <sup>(i)</sup>	Interest in a controlled corporation	–	2,646,264,127	71.76
Chow Steven	Beneficial owner	55,000	–	0.00
		<u>55,000</u>	<u>2,646,264,127</u>	<u>71.76</u>

### (b) Long positions in underlying Shares – warrant

Name	Date of issue	Exercise period	Amount of warrant (HK\$)	Exercise price per Share (HK\$)	Number of exercisable Shares	Percentage to issued Shares (%)
Poh Po Lian <sup>(i)</sup>	2007-01-31	2007-01-31 to 2010-01-30	6,000,000	0.01	<u>600,000,000</u>	<u>16.28</u>

## (c) Long positions in underlying Shares – convertible note

Name	Date of issue	Conversion period	Amount of convertible note (HK\$)	Conversion price per Share (HK\$)	Number of convertible Shares	Percentage to issued Shares (%)
Cheng Chee Tock Theodore <sup>(ii)</sup>	2007-04-13	2007-04-13 to 2010-04-12	20,000,000	0.01	2,000,000,000	54.24

## (d) Aggregate long positions in Shares and underlying Shares

Name	Number of Shares	Number of underlying Shares	Aggregate in number	Percentage to issued Shares (%)
Cheng Chee Tock Theodore <sup>(ii)</sup>	–	2,000,000,000	2,000,000,000	54.24
Poh Po Lian <sup>(i)</sup>	2,646,264,127	600,000,000	3,246,264,127	88.04
Chow Steven	55,000	–	55,000	0.00
	<u>2,646,319,127</u>	<u>2,600,000,000</u>	<u>5,246,319,127</u>	<sup>(iii)</sup> 142.28

## (e) Notes:

- (i) The Shares were held by Luck Continent Limited (“Luck Continent”) which was wholly owned by Dato Poh. Dato Poh was deemed to be interested in all these Shares which are also disclosed in the section headed “Substantial Shareholders” below.
- (ii) The Shares were held by Super Bonus Management Limited (“Super Bonus”) which was wholly owned by Mr Cheng. Mr Cheng was deemed to be interested in all these Shares which are also disclosed in the section headed “Substantial Shareholders” below.
- (iii) The figure is distorted to above 100% as dilution upon issue of the underlying Shares is not taken into consideration in accordance with the applicable rules for the disclosure requirement hereof.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors, chief executive or their associates had any personal, family, corporate or other beneficial interests or short positions in the shares, underlying shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) as recorded in the register required to be kept under section 352 of the SFO, or otherwise as required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO or the Model Code for Securities Transactions by Directors of Listed Companies.

### 3. SUBSTANTIAL SHAREHOLDERS

As at the Latest Practicable Date, the persons/companies, other than a Director or chief executive of the Company, who had interests or short positions in the Shares and underlying Shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO and as recorded in the register of the Company were as follows:

(a) *Long positions in Shares*

Name	Capacity	Number of Shares	Shareholding (%)
Luck Continent <sup>(i)</sup>	Beneficial owner	2,646,264,127	71.76
Playtech Software Limited ("Playtech") <sup>(ii)</sup>	Beneficial owner	53,750,000	1.46
		2,700,014,127	73.22

(b) *Long positions in underlying Shares*

Name	Capacity	Financial instrument	Number of underlying Shares	Percentage to issued Shares (%)
Luck Continent <sup>(i)</sup>	Beneficial owner	Warrant	600,000,000	16.28
Super Bonus <sup>(iii)</sup>	Beneficial owner	Convertible note	2,000,000,000	54.24
Copernicus Trading Limited ("Copernicus") <sup>(iv)</sup>	Beneficial owner	Convertible note	400,000,000	10.85
Emphasis Services Limited ("ESL") <sup>(iv)</sup>	Interest in a controlled corporation	Convertible note	400,000,000	10.85
TSLIB Limited ("TSLIB") <sup>(iv)</sup>	Interest in a controlled corporation	Convertible note	400,000,000	10.85
Hall Thomas Alexej ("Hall") <sup>(iv)</sup>	Interest in a controlled corporation	Convertible note	400,000,000	10.85
Evermore Trading Limited ("Evermore") <sup>(iv)</sup>	Interest in a controlled corporation	Convertible note	400,000,000	10.85
Playtech <sup>(iv)</sup>	Interest in a controlled corporation	Convertible note	400,000,000	10.85

(c) *Notes:*

- (i) Pursuant to the SFO, Dato Poh Po Lian, a Director, was deemed to be interested in these Shares details of which have been disclosed in the section headed “Directors’ Interest” above.
- (ii) Playtech was recorded in the underlying register in view of its total interest upon aggregating its interest in the underlying Shares.
- (iii) Pursuant to the SFO, Mr Cheng Chee Tock Theodore, a Director, was deemed to be interested in the Shares details of which have been disclosed in the section headed “Directors’ Interest” above.
- (iv) These refer to the same number of 400,000,000 underlying Shares under a convertible note. These Shares were held by Copernicus which was held as to (a) 31.25% by ESL which was in turn held as to 33.45% by TSLIB (wholly owned by Hall) and 4.95% by Hall; and (b) 50% by Evermore which was in turn wholly owned by Playtech. Each underlying Share under the convertible note may be issued at a conversion price of HK\$0.01 with conversion period from up to 20 March 2010.

Save as disclosed above, as at the Latest Practicable Date, no other person/company, other than a Director or chief executive of the Company, had any personal, family, corporate or other beneficial interests or short positions in the Shares or underlying Shares in 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 and as recorded in the register of the Company.

#### **4. COMPETING INTEREST**

As at the Latest Practicable Date, none of the Directors or their respective associates had any interest in a business which competes or may compete with the business of the Group.

#### **5. SERVICE CONTRACT**

As at the Latest Practicable Date, no Director has a service contract with the Company in respect of his service to the Company in the capacity of a Director which is not expiring or determinable by the Company within one year without payment of compensation other than statutory compensation.

#### **6. LITIGATION**

- (a) In August 2005, Orient Rise Limited (“Orient Rise”) initiated a legal action against French Trade Marketing Limited and Euro Fashion Trading Company Limited, two wholly-owned subsidiaries of the Group for a breach of the terms of sublicense causing loss and damages to Orient Rise.

Up to the Latest Practicable Date, based on the legal advice obtained, the Directors believed that there is no ground for Orient Rise to make the claim and therefore, no provision therefor has been made.

Save as disclosed above, neither the Company nor any other company in the Group 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 either the Company or any other company in the Group.

**7. MISCELLANEOUS**

- (a) The qualified accountant of the Company is Mr Io Cheok Kei Rudy, a fellow member of the Hong Kong Institute of Certified Public Accountants.
- (b) The secretary of the Company is Ms Kwok Oi Kuen Joan Elmond, fellow member of each of the Hong Kong Institute of Company Secretaries and the Institute of Chartered Secretaries and Administrators.
- (c) The registered office of the Company is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda. The head office and the principal place of business of the Company in Hong Kong is at 17/F Silver Base Centre, 200 Gloucester Road, Wanchai, Hong Kong.
- (d) The principal share registrars and transfer office of the Company in Bermuda is Butterfield Fund Services (Bermuda) Limited at Rosebank Centre, 11 Bermudiana Road, Pembroke HM08, Bermuda. The branch share registrars and transfer office of the Company in Hong Kong is Tricor Secretaries Limited at 26/F Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong.
- (e) The English text of this circular shall prevail over the Chinese text.