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

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**If you are in any doubt** as to any aspect of 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 **BYD Electronic (International) Company Limited**, you should at once hand this circular to the purchaser(s) or other transferee(s) or to the bank, stockbroker or other agent through whom the sale was effected for transmission to the purchaser(s) or transferee(s).

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**比亞迪電子(國際)有限公司**

**BYD ELECTRONIC (INTERNATIONAL) COMPANY LIMITED**

*(incorporated in Hong Kong under the Companies Ordinance with limited liability)*

**(Stock code: 285)**

**DISCLOSEABLE TRANSACTION  
ACQUISITION OF EQUITY INTERESTS**

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A letter from the Board is set out on pages 3 to 10 of this circular.

22 February 2008

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## DEFINITIONS

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*In this circular, the following expressions have the meanings as set out below unless the context requires otherwise:*

“Agreement”	means the Quota Purchase Agreement dated 1 February 2008 and entered into between Mirae Industry as the seller and BYD Hungary as the purchaser and all Schedules thereto
“Board”	means the board of Directors
“Business”	means the business of Mirae Hungary as currently conducted on the date of the Agreement and from time to time thereafter
“Business Day(s)”	means any day(s) (other than a Saturday or Sunday) when commercial banks are open for business in Budapest
”BYD”	BYD Company Limited, a company incorporated in the PRC whose H shares are listed on the Main Board
”BYD H.K.”	BYD (H.K.) Co., Limited, a wholly-owned subsidiary of BYD incorporated in Hong Kong on 19 February 1999
“BYD Hungary”	means BYD Hungary Kft. (seat: Báthory István utca 10, Komárom 2900, Hungary; registration no.: 11-09-012099)
“Closing”	means completion of the sale and purchase of the Interests as contemplated under the Agreement
“Closing Date”	means the date on which Closing occurs
“Company”	means BYD Electronic (International) Company Limited
“Directors”	means the directors of the Company
“EUR”	means the Euro or any successor currency thereto
”Golden Link”	means Golden Link Worldwide Limited, a company incorporated in the British Virgin Islands on 22 April 2005 and wholly-owned by BYD H.K.
“Group”	means the Company and its subsidiaries
“Hong Kong Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“HUF”	means the Hungarian Forint or any successor currency thereto
“Interests”	means a fully paid-up 100% equity interests in Mirae Hungary with a nominal value of HUF967,890,000
“KDB Bank”	means KDB Bank (Hungary) Zrt. (seat: Bajcsy-Zsilinszky út 42, 1054 Budapest, Hungary)

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## DEFINITIONS

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“KDB Loans”	means all loans between KDB Bank and Mirae Hungary as of the date of the Agreement which amount to approximately EUR8,422,000 (equivalent to approximately HK\$96,247,000) as at 30 November 2007
“KDB Repayment Amount”	the entire outstanding amount of the KDB Loans (including any early repayment charges) which was EUR8,313,242 (equivalent to HK\$95,003,730) as at 8 January 2007 and was agreed between KDB Bank, Mirae Industry and BYD Hungary on 5 February 2008 to be EUR8,079,661 (equivalent to approximately HK\$92,334,366)
“Latest Practicable Date”	20 February 2008, being the latest practicable date for the purpose of ascertaining certain information contained in this circular prior to its publication
“Listing Rules”	means the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange
“Long Stop Date”	means 29 February 2008
“Mirae Hungary”	means Mirae Hungary Ipari Termelő Kft. (in English: Mirae Hungary Industrial Manufacturer Ltd) (seat: Puskás Tivadar út 8, Ipari Park, Komárom 2903, Hungary; registration no.: 11-09-010855)
“Mirae Industry”	means Mirae Industry Co. Ltd. of 21-3 Palyong-dong Changwon-shi, Republic of Korea
“Parties”	BYD Hungary and Mirae Industry
“Remaining Amount”	means the total payment of EUR15,500,000 payable to Mirae Hungary net of the total of the Settlement Amounts and the KDB Repayment Amount
“Retained Amount Period”	means a period of six (6) months from the Closing Date
“Settlement Amount”	means all liabilities of Mirae Hungary, other than the KDB Loans and the shareholder loans provided by Mirae Industry to Mirae Hungary, which is EUR6,102,050 (equivalent to HK\$69,734,227) as at 8 January 2008
“Shareholder(s)”	means the holder(s) of shares of the Company
“Transaction”	means the transaction contemplated under the Agreement

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## LETTER FROM THE BOARD

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### 比亞迪電子(國際)有限公司 BYD ELECTRONIC (INTERNATIONAL) COMPANY LIMITED

*(incorporated in Hong Kong under the Companies Ordinance with limited liability)*

(Stock code: 285)

***Board of Directors:***

*Executive Directors*

Ms. LI Ke

Mr. SUN Yi-zao

*Non-executive Directors*

Mr. WANG Chuan-fu

Mr. WU Jing-sheng

*Independent Non-executive Directors*

Mr. CHAN Yuk-tong

Mr. FENG Xu-chu

Mr. Anthony Francis MAMPILLY

***Registered Office:***

Part of Unit 1712, 17th Floor

Grand Central Plaza, Tower 2

138 Shatin Rural Committee Road

Shatin, New Territories

Hong Kong

***Head Office and Principal Place of  
Business in PRC:***

No. 3001, Bao He Road

Baolong, Longgang

Shenzhen, 518116

The PRC

22 February 2008

*To the Shareholders*

Dear Sir or Madam,

## DISCLOSEABLE TRANSACTION ACQUISITION OF EQUITY INTEREST

### 1. INTRODUCTION

The Board announced in an announcement of the Company dated 1 February 2008 that on 1 February 2008, BYD Hungary entered into the Agreement with Mirae Industry pursuant to which BYD Hungary agreed to acquire the Interests from Mirae Industry. As the applicable percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules are more than 5% but less than 25%, the Transaction constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Rule 14.06(2) of the Listing Rules. The purpose of this circular is to provide you with further details of the Transaction and other information as required by the Listing Rules.

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## LETTER FROM THE BOARD

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### 2. PRINCIPAL TERMS OF THE AGREEMENT

Date: 1 February 2008

Parties: (1) Mirae Industry as seller  
(2) BYD Hungary as purchaser

To the best of the knowledge, information and belief of the Board, and having made all reasonable enquires, Mirae Industry and its ultimate beneficial owners are independent third parties who are independent of and not connected with the directors, chief executive or substantial shareholders of the Company, its subsidiaries or any of their respective associates.

Interests to be Acquired: Subject to the satisfaction of the conditions precedent specified in the Agreement, Mirae Industry agreed to sell and BYD Hungary agreed to purchase the Interests. Together with the Interests (through Mirae Hungary), BYD Hungary shall acquire all fixed assets of Mirae Hungary (including but not limited to land, building, plant, machinery and vehicles) and all inventories, but not the quick assets (i.e. current assets minus inventory) of Mirae Hungary such as cash and accounts receivables. The reasons of excluding the quick assets of Mirae Hungary from the acquisition are to minimize BYD Hungary's administrative costs in collecting accounts receivables and conducting bad debts analysis.

Consideration: EUR2,960,000 (equivalent to approximately HK\$33,826,800) as the consideration for the acquisition of the Interests. In addition thereto, BYD Hungary agreed to pay certain sum for the settlement of the liabilities of Mirae Hungary as of the Closing Date provided that the total amount payable by BYD Hungary, including the consideration of EUR2,960,000 for the Interests, was EUR15,500,000 (equivalent to approximately HK\$177,134,000).

Conditions Precedent: The Agreement is conditional upon fulfillment of the conditions precedent specified in the Agreement, including but not limited to the following:

- (1) the termination of all employment agreements and other forms of engagement that Mirae Hungary has with certain of its employees including, but not limited to, those listed in the Agreement and those acting as managing directors of Mirae Hungary at the expense of Mirae Industry;

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## LETTER FROM THE BOARD

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- (2) the termination of the license agreement dated 15 May 2006 entered into between Mirae Hungary and Mirae Industry regarding the painting automation for injection moulded products of mobile phone covers, the painting equipment and the painting technology development;
- (3) the termination of all agreements, including the closing of all accounts payable, with all associates of Mirae Industry and all other members of the Mirae group; and
- (4) waiver of all the shareholder's loans between Mirae Industry and Mirae Hungary which were in existence as of the date of the Agreement.

BYD Hungary shall be entitled to (but is not obliged to) waive any of the conditions set out in the Agreement by notice to Mirae Industry. If any of the conditions required to be fulfilled by Mirae Industry is not fulfilled by Mirae Industry or is not waived by BYD Hungary, on or before the Long Stop Date, then BYD Hungary shall be entitled to terminate the Agreement by written notice.

The above conditions have been fulfilled before Closing Date.

Closing:

Closing took place on 5 February 2008 in accordance with the Agreement, which provides that closing shall take place on the date which is the fifth Business Day after the date on which the last of the conditions is satisfied or waived, or at such other time and place as is agreed in writing by Mirae Industry and BYD Hungary, provided that such date is no later than the Long Stop Date.

### 3. CONSIDERATION

Total payment

EUR15,500,000 (equivalent to approximately HK\$177,134,000) which comprises of:

- (1) the consideration of EUR2,960,000 (equivalent to approximately HK\$33,826,800) for the Interests which is determined based on the balance sheet of Mirae Hungary as at 31 October, 2007 taking into account all its then liabilities and shareholders' equity; and
- (2) such amounts for the settlement of certain sum of the liabilities of Mirae Hungary, including bank borrowings and accounts payables.

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## LETTER FROM THE BOARD

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To the extent the total payment is not sufficient to settle all the liabilities of Mirae Hungary, Mirae Industry shall be responsible for settlement of such remaining liabilities of Mirae Hungary as at the Closing Date.

### Value of Interests

As at 30 November 2007, the unaudited book value of the Interests is approximately EUR2,587,000 (equivalent to approximately HK\$29,564,000).

### Information on Mirae Hungary

As at 30 November 2007, the unaudited book value of the total assets of Mirae Hungary is approximately EUR17,875,000 (equivalent to approximately HK\$204,275,000), comprising of:

- (1) fixed assets of approximately EUR15,066,000 (equivalent to approximately HK\$172,174,000);
- (2) quick assets of approximately EUR1,942,000 (equivalent to approximately HK\$22,193,000); and
- (3) inventories of approximately EUR867,000 (equivalent to approximately HK\$9,908,000).

As at 30 November 2007, the unaudited book value of the total liabilities of Mirae Hungary is approximately EUR15,288,000 (equivalent to approximately HK\$174,711,000), comprising of:

- (1) the KDB Loans in the sum of approximately EUR8,422,000 (equivalent to approximately HK\$96,247,000), including the principal sum of approximately EUR8,286,000 (equivalent to approximately HK\$94,692,000) and interests of approximately EUR136,000 (equivalent to approximately HK\$1,554,200);
- (2) shareholder's loans in the sum of approximately EUR5,665,000 (equivalent to approximately HK\$64,740,000) which will be waived as one of the conditions of the Agreement (see "Principal terms of the Agreement - Conditions Precedent" above); and
- (3) other liabilities in the sum of approximately EUR1,201,000 (equivalent to approximately HK\$13,725,000) such as account payables. The KDB Loans are not the only liabilities of Mirae Hungary.



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## LETTER FROM THE BOARD

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For the financial year ending 31 December 2005, the audited before and after tax net losses attributable to the Interests are approximately EUR1,399,000 (equivalent to approximately HK\$15,988,000) and EUR1,477,000 (equivalent to approximately HK\$16,879,000) respectively.

For the financial year ending 31 December 2006, the audited before and after tax net profits attributable to the Interests are approximately EUR3,463,000 (equivalent to approximately HK\$39,575,000) and EUR3,365,000 (equivalent to approximately HK\$38,455,000).

For the 11 months ended 30 November 2007, the unaudited net losses attributable to the Interests is approximately EUR3,480,000 (equivalent to approximately HK\$39,769,000).

As at 30 November 2007, Mirea Hungary is not involved in any litigation.

The total payment was/is to be paid in the following manner:

- (a) KDB Repayment Amount: An amount equivalent to the KDB Repayment Amount was made available to Mirae Industry on 5 February 2008 for the sole purpose of the repayment of the KDB Loans by BYD Hungary.
- (b) Remaining Amount: The Remaining Amount was/shall be paid as follows:
  - (i) EUR1,830,614 (equivalent to approximately HK\$20,920,257), representing 30% of the Remaining Amount, was paid by BYD Hungary to an escrow account on 20 February 2008 (with the consent of BYD Hungary to extend the payment period beyond 12 February 2008, i.e. five (5) Business Days of the Closing Date as stipulated in the Agreement), and the escrow agent may only release and pay out the funds in accordance with the written directions signed by both BYD Hungary and Mirae Industry;
  - (ii) 45% of the Remaining Amount shall be paid to Mirae Industry within thirty (30) Business Days after the Closing Date;

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- (iii) 15% of the Remaining Amount shall be paid within seven (7) Business Days after the expiration of a three month period after the Closing Date provided that Mirae Industry has provided the required level of post-Closing integration assistance in accordance with the Agreement; and
- (iv) the Retained Amount being 10% of the Remaining Amount shall be retained by BYD Hungary for the Retained Amount Period for the satisfaction of any indemnification claims of BYD Hungary under the Agreement. Within seven (7) Business Days of the expiration of the Retained Amount Period and provided that BYD Hungary does not have any pending indemnification claims against Mirae Industry under the Agreement, the balance of the Retained Amount shall be released to Mirae Industry; and if BYD Hungary has a pending indemnification claim under the Agreement at the expiration of the Retained Amount Period, the balance of the Retained Amount shall not be released until such claim has been resolved. The objective of this provision is to ensure that Mirae Industry will provide post-Closing integration assistance in accordance with the Agreement, including but without limitation, maintenance and repair of all equipment during the first six months after the Closing.

The consideration was EUR15,500,000 (equivalent to approximately HK\$177,134,000) and was determined after arm's length negotiations and with reference to liabilities and shareholder's equity of Mirae Hungary as at 31 October 2007. The payment of the total payment will be funded by BYD Hungary's internal resources.

#### 4. REASONS FOR TRANSACTION

Both Parties are principally engaged in the manufacturing of handset components and modules and assembly services for handsets to brand name vendors of handsets. The Directors consider that it is beneficial to the Group to have the opportunity to acquire the entire Interests (i.e. a fully paid-up 100% equity interests in Mirae Hungary) and expands its market share in Hungary.

One of the conditions precedent of the Agreement is the termination of the license agreement dated 15 May 2006 entered into between Mirae Hungary and Mirae Industry regarding the painting automation for injection moulded products of mobile phone covers, the painting equipment and the painting technology development. The reason for such arrangement is that the Group already owns similar technologies and does not require a license from Mirae Industry to use such technologies.

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## LETTER FROM THE BOARD

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One of the major terms of the Agreement is that Mirae Industry will provide certain post-Closing integration assistance in accordance with the Agreement. Such assistance includes the provision of on-site training and on-site maintenance service by representatives of Mirae Industry to the Company.

Despite the fact that Mirae Hungary was loss-making for the year ended 31 December 2005 and for the 11 months ended 30 November 2007, the Directors, including the independent non-executive Directors, consider the terms of the acquisition of the Interests are fair and reasonable and in the interests of the Group, the Company and the Shareholders as a whole. This is because:

- (1) Mirae Hungary possesses advanced technologies, popular and competitive products and an established network of customers and suppliers in Hungary which will help the Group to expedite its globalisation process, and bring the Group closer to its major customers geographically. The Transaction will also deepen the vertically integrated production process, thus enhancing the Group's ability to provide a full range of services to its customers and to control its cost;
- (2) Based on the management accounts of Mirae Hungary as at 31 October 2007, the total unaudited book value of the fixed assets and inventories of Mirae Hungary acquired by the Company is more than the total payment of EUR15,500,000; and
- (3) The Directors are of the view that Mirae Hungary has great potential in generating profits and revenue as evidenced by its financial records for the year ended 31 December 2006.

As such, the Directors are of the view that the Transaction is fair and reasonable. After the acquisition, Mirae Hungary will be consolidated in the financial statement of the Group.

### **5. FINANCIAL EFFECT OF THE TRANSACTION**

Upon completion of the Agreement, the Company will hold 100% of the issued share capital of Mirae Hungary, and the financial results of Mirae Hungary will be consolidated into our Group's financial statements. As a result of consolidation of the financial statements of Mirae Hungary, our Group's earnings, assets and liabilities will not vary materially. Since the decrease in earnings and increase in assets and liabilities as a result of the Transaction is trivial as compared to our Group's overall earnings and assets and liabilities, the Directors are of the view that the Transaction will have no material effect on the earnings, assets and liabilities of the Group and the Group will have adequate working capital after the Transaction.

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## LETTER FROM THE BOARD

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### 6. GENERAL

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

By order of the Board  
**BYD Electronic (International) Company Limited**  
**LI Ke**  
*Director*

*In this circular, amounts denominated in EUR have been translated into HK\$ at the rate of EUR 1.00 = HK\$11.428 for illustration purpose only. No representation is made that any amounts in EUR or HK\$ have been, could have been or could be converted at the above rate or at any other rate or at any other rates or at all.*

*As at the date of this circular, the executive Directors are Ms. LI Ke and Mr. SUN Yi-zao; the non-executive Directors are Mr. WANG Chuan-fu and Mr. WU Jing-sheng; and the independent non-executive Directors are Mr. CHAN Yuk-tong, Mr FENG Xu-chu and Mr. Antony Francis MAMPILLY.*

## 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. DISCLOSURE OF INTERESTS

### A. Directors

As at the Latest Practicable Date, the interests of the Directors and chief executive of the Company in the Shares, underlying Shares and debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which (i) were required to be notified to the Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO); or (ii) were required to be entered in the register maintained by the Company pursuant to section 352 of the SFO; or (iii) were required to be notified to the Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as contained in the Listing Rules, were as follows:

Name of Director	Name of corporation	Capacity/ Nature of interests	Number of shares in corporation	Approximate percentage of total issued share capital of corporation
Ms. LI Ke	Company	Beneficiary	8,602,000 <sup>(1)</sup> (long position)	0.38%
Mr. SUN Yi-zao	Company	Beneficiary	5,797,000 <sup>(1)</sup> (long position)	0.26%
Mr. WU Jing-sheng	Company	Beneficiary	8,602,000 <sup>(1)</sup> (long position)	0.38%
Mr. WANG Chuan-fu	BYD	Personal	150,169,100 <sup>(2)</sup> (long position)	27.83%
			2,941,500 <sup>(3)</sup> (long position)	0.55%

*Note:*

- (1) The Shares are held by Gold Dragonfly Limited, a company incorporated in the British Virgin Islands and wholly owned by HSBC Trustee (Hong Kong) Limited as trustee of BF Trust, of which Ms. LI Ke, Mr. SUN Yi-zao and Mr. WU Jing-sheng are beneficiaries.
- (2) These are the domestic shares of BYD held by Mr. WANG Chuan-fu, which represented approximately 38.5% of total issued domestic shares of BYD as of the Latest Practicable Date.

- (3) These are the H shares of BYD held by Mr. WANG Chuan-fu, which represented approximately 1.97% of total issued H shares of BYD as of the Latest Practicable Date.

Save as disclosed above, as at the Latest Practicable Date, none of the Directors or chief executive of the Company had any 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) which (a) were required to be notified to the Company and the Hong Kong 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 (b) were required to be entered in the register required to be kept by the Company pursuant to section 352 of the SFO; or (c) were required to be notified to the Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers.

#### B. Substantial Shareholders

As at the Latest Practicable Date, so far as is known to the Directors and chief executive of the Company, the following persons or corporations (not being Directors or chief executive of the Company), had an interest or short position 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, or who were directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of the Group or had any options in respect of such capital, were as follows:

Name of interested party	Capacity/ Nature of interest	Total number of Shares	Approximate percentage of interest in the Company
Golden Link	Beneficial interest	1,481,700,000 (long position)	65.21%
BYD H.K.	Controlled corporation <sup>(1)</sup>	1,481,700,000 (long position)	65.21%
BYD	Controlled corporation <sup>(1)</sup>	1,481,700,000 (long position)	65.21%
HSBC Trustee (Hong Kong) Limited	Trustee <sup>(2)</sup>	168,300,000 (long position)	7.41%

*Notes:*

- BYD is the sole shareholder of BYD H.K., which in turn is the sole shareholder of Golden Link. As such, both BYD H.K. and BYD are deemed to be interested in the Shares held by Golden Link.
- The Shares are held by Gold Dragonfly Limited, a company incorporated in the British Virgin Islands and wholly owned by HSBC Trustee (Hong Kong) Limited as trustee of BF Trust, the beneficiaries of which are 35 employees of the BYD Group and our Group.

Save as disclosed above, as at the Latest Practicable Date, the Directors are not aware of any other person who, had an interest or short position in the Shares or 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, or who was directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group or had any options in respect of such capital.

### **3. DIRECTORS' SERVICE CONTRACTS**

As at the Latest Practicable Date, none of the Directors had entered into, or was proposing to enter into, any service contracts with the Company or any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)).

### **4. LITIGATION**

As at the Latest Practicable Date, so far as the Directors are aware, neither the Company nor any member of the Group is engaged in any litigation or arbitration of material importance and there is no litigation or arbitration or claim of material importance known to the Directors to be pending or threatened by or against the Company or any member of the Group.

### **5. COMPETING INTEREST**

As at the Latest Practicable Date, so far as the Directors are aware, none of the Directors or management Shareholders nor respective associates have any interest in any business, which may compete with the business of the Group.

### **6. GENERAL**

- (a) The qualified accountant of the Company is Mr. CHEUNG Hon-wan, associate member of the Hong Kong Institute of Certificated Public Accountants.
- (b) The company secretaries of the Company are Mr. CHEUNG Hon-wan and Mr. LI Qian.
- (c) The registered office of the Company is situated at Part of Unit 1712, 17th Floor, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, New Territories, Hong Kong.
- (d) The share registrar and transfer office of the Company is Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong.
- (e) In any event of inconsistency, the English text of this circular shall prevail over the Chinese text.