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YU MING INVESTMENTS LIMITED
禹銘投資有限公司
(Incorporated in Hong Kong with limited liability)
(Stock Code: 666)

BONUS ISSUE OF WARRANTS

29th May, 2008

DEFINITIONS

In this letter, the following expressions have the following meanings unless the context requires otherwise:-

“Board”	the board of Directors
“Bonus Warrants Issue”	the proposed bonus issue of Warrants, on the basis of one bonus Warrant for every five existing Shares held, to Shareholders (other than Excluded Shareholders) whose names appear on the register of members of the Company at the close of business on the Record Date
“CCASS”	Central Clearing and Settlement System established and operated by HKSCC
“Company”	Yu Ming Investments Limited, a company incorporated in Hong Kong with limited liability under the Companies Ordinance, the securities of which are listed on the Stock Exchange
“Directors”	the directors of the Company
“Excluded Shareholder(s)”	Overseas Shareholder(s) who are excluded from the Bonus Issue of Warrants by the reason that the Directors upon making enquiry, consider such exclusion to be necessary or expedient on account either of the legal restrictions under the laws of the relevant places or the requirements of the relevant regulatory body
“HKSCC”	Hong Kong Securities Clearing Company Limited
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Committee”	the listing committee as defined under the Listing Rules
“Overseas Shareholders”	Shareholders whose addresses on the Company’s register of members as at the Record Date are in places outside Hong Kong
“Record Date”	Friday, 23 rd May, 2008, being the date for determination of entitlements to the Bonus Warrants Issue
“Registrar(s)”	share registrars of the Company, Tricor Secretaries Limited, situated at 26th Floor Tesbury Centre, 28 Queen’s Road East Wanchai, Hong Kong
“Share(s)”	share(s) of HK\$0.10 each in the share capital of the Company
“Shareholders”	holders of Shares

DEFINITIONS

“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subscription Rights”	the rights attaching to the Warrant(s) which entitle the holder thereof to subscribe for the number of fully paid up Shares stated on the face of the certificate of the Warrants, upon and subject to the issue of the Warrants
“Warrant(s)”	warrant(s) proposed to be issued by the Company entitling the holders thereof to subscribe for new Shares at an initial subscription price of HK\$0.33 per Share (subject to adjustments)
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong

LETTER FROM THE BOARD



YU MING INVESTMENTS LIMITED

禹銘投資有限公司

Executive Directors:

LEE Seng Hui (*Chairman*)
Warren LEE Wa Lun (*Managing Director*)
Edwin LO King Yau

Non-Executive Directors:

Peter LEE Yip Wah
Arthur George DEW
Mark WONG Tai Chun (*Alternate director to Arthur George DEW*)

Independent Non-Executive Directors:

Ambrose SO Shu Fai
Albert HO
LAM Tak Yee

Registered Office:

1901B, 19th Floor,
Allied Kajima Building,
138 Gloucester Road,
Wanchai,
Hong Kong

29th May, 2008

Dear Shareholders,

BONUS ISSUE OF WARRANTS

INTRODUCTION

The Company has approved the Bonus Warrants Issue at the annual general meeting of the Company held on 23rd May, 2008.

The purpose of this letter is to provide you with further information regarding the Bonus Warrants Issue.

The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this letter and the attached appendix 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.

LETTER FROM THE BOARD

BONUS ISSUE OF WARRANTS

Bonus Warrants Issue

Shareholders (other than the Excluded Shareholders) whose names appear on the register of members of the Company on 23rd May, 2008, the Record Date, will receive bonus Warrants on the basis of one bonus Warrant for every five existing Shares held. For details of the terms and conditions of the Warrants, please refer to the Appendix to this letter.

Shares to be issued upon exercise of the Warrants

On the basis of 1,869,171,989 Shares in issue as at the Record Date, 373,834,397 Warrants have been issued pursuant to the Bonus Warrants Issue. Full exercise of the Subscription Rights attaching to the 373,834,397 Warrants would result in the issue of a total of 373,834,397 new Shares. It is expected that, based on the initial subscription price of HK\$0.33 per Share, full exercise of the Warrants will result in the receipt of gross subscription proceeds by the Company totaling approximately HK\$123.37 million and net subscription proceeds of approximately HK\$123.13 million. Shares to be issued upon full exercise of subscription rights attaching to the Warrants under the Bonus Warrants Issue represent approximately 20% of the issued share capital of the Company as at the Record Date and approximately 16.67% of the issued share capital of the Company as enlarged by the issue of such new Shares.

Fractional entitlements

Fractional entitlements to the Warrants will not be granted to Shareholders but will be aggregated and sold for the benefit of the Company.

Overseas Shareholders

On the Record Date, there were a small number of Overseas Shareholders whose addresses as shown on the register of members of the Company were in Australia, Malaysia, Singapore and United Kingdom. The Directors have made enquiries on the legal restrictions and regulatory requirements in relation to the Bonus Warrants Issue to the Overseas Shareholders in the above jurisdictions and on the compliance with the relevant restrictions and formalities and having regard to the number of Overseas Shareholders the likely costs and time involved if overseas compliance were to be observed, the Bonus Warrants Issue are made to the Overseas Shareholders except those Shareholders whose registered addresses are in Malaysia as shown on the register of members of the Company.

In such circumstances, no allotment of the Warrants will be made to the Overseas Shareholders with registered address in Malaysia pursuant to the Bonus Warrants Issue and arrangements has been made for the Warrants which would otherwise have been issued to them to be sold in the market as soon as practicable. Any net proceeds of sale, after deduction of expenses, would be distributed in Hong Kong dollars to the Excluded Shareholders pro rata to their respective shareholdings and remittances therefor will be posted to them, at their own risk, unless the amount falling to be distributed to any such person is less than HK\$100.00, in which case it will be retained for the benefit of the Company.

LETTER FROM THE BOARD

Listing

Application has been made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Warrants and the new Shares falling to be issued upon exercise of the Subscription Rights. All necessary arrangements have been made to enable the Warrants to be admitted into CCASS. The Warrants will not be listed or traded on any other stock exchange other than the Stock Exchange and no such listing, or permission to deal in such Warrants, is being or proposed to be sought. Subject to the granting of listing of, and permission to deal in, the Warrants and the Shares falling to be issued pursuant to the exercise of Subscription Rights on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Warrants will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement date of dealings in the Warrants on the Stock Exchange (which is expected to be 9:30 a.m. on Monday, 2nd June, 2008) or such other date as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

Dealings in the Warrants and the Shares falling to be issued upon exercise of the Subscription Rights will be subject to the payment of stamp duty in Hong Kong.

The new Shares falling to be issued upon exercise of the Subscription Rights will rank *pari passu* in all respect with the then existing issued Shares.

Certificates for Warrants and board lot

Certificates for the Warrants are expected to be posted by 29th May, 2008 to Shareholders (other than Excluded Shareholders) by ordinary post to their registered address as set out in the register of members of the Company (and in the event of joint shareholders), to the registered address of the person whose name appears first in the register of members of the Company at their own risks.

Dealings in the Warrants are expected to commence on the Stock Exchange on Monday, 2nd June, 2008, in board lots of 20,000 Warrants, carrying rights to subscribe for 20,000 shares at the initial subscription price of HK\$0.33 per Share (subject to adjustments).

By Order of the Board

Warren LEE Wa Lun

Managing Director

The Warrants will be issued subject to and with the benefit of a separate instrument by way of deed poll (the “**Instrument**”) executed by the Company and they will be issued in registered form and will form one class with and rank pari passu in all respects with each other.

The principal terms and conditions of the Warrants will be set out in the Warrant certificates and will include provisions to the effect set out below. Warrantholders will be entitled to the benefit of, be bound by, and be deemed to have notice of all such terms and conditions and of the provisions of the Instrument, copies of which will be available for inspection at the Company’s registered office in Hong Kong for the time being.

1. EXERCISE OF SUBSCRIPTION RIGHTS

- (A) The registered holder of the Warrants represented by the Warrant certificate will have the right, which may be exercised in whole or in part (but not in respect of any fraction of a Share) at any time during the period commencing from 29th May, 2008 and ending on 28th May, 2009, both days inclusive, to subscribe for fully paid Shares at the subscription price of HK\$0.33 per Share (the “**Subscription Price**”), subject to adjustment (the “**Subscription Rights**”). After 28th May, 2009 any Subscription Rights which have not been exercised will lapse and the Warrants will cease to be valid for any purpose.

For the purpose of the Instrument, “**Shares**” shall mean shares of HK\$0.10 each in the capital of the Company existing on the date of the Instrument and all other (if any) stock or Shares from time to time and for the time being ranking pari passu therewith and all other (if any) Shares or stock in the equity share capital of the Company resulting from any sub-division, consolidation or reclassification of Shares.

- (B) In order to exercise in whole or in part the Subscription Rights represented by the Warrant certificate, the Warrantholder must deliver to the Registrars
- (i) the Warrant certificate;
 - (ii) completed and signed subscription form (the “**Subscription Form**”) printed on the overleaf of the Warrant certificate (which shall be irrevocable); and
 - (iii) a remittance for the Exercise Moneys for the Shares in respect of which the Subscription Rights are being exercised (or, in the case of a partial exercise, the relevant portion of the exercise moneys).

In each case compliance must also be made with any exchange control, fiscal or other laws or regulations for the time being applicable.

The date of receipt by the Registrars of the above documents is the “**Subscription Date**”. If such rights are exercised during a period when the register of holders of Shares is closed the “**Subscription Date**” will be the next following business day on which such register is open.

“**Exercise Moneys**” shall mean in relation to any Warrant or Warrants, the amount in cash which the Warrantholder of such Warrant or Warrants is entitled to subscribe upon the exercise of the Subscription Rights represented thereby.

- (C) The Company has undertaken in the Instrument that Shares falling to be issued upon the exercise of the Subscription Rights represented by the Warrant certificate will be issued and allotted not later than 21 days after the relevant Subscription Date and (unless adjustment thereof has been made as provided in the Instrument) will rank pari passu with the fully paid Shares in issue on the relevant Subscription Date and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made after the relevant Subscription Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be on or before the relevant Subscription Date and notice of the amount and record date for which shall have been given to the Stock Exchange prior to the relevant Subscription Date.
- (D) As soon as practicable after the relevant allotment of Shares (and not later than 21 days after the relevant Subscription Date) there will be issued free of charge to the Warrantholder(s) of the Warrant represented by the Warrant certificate:
 - (i) a certificate (or certificates) for the relevant Shares in the name(s) of such Warrantholder(s); and
 - (ii) (if applicable) a balancing Warrant certificate in registered form in the name(s) of such Warrantholder(s) in respect of any Subscription Rights represented by the Warrant certificate and remaining unexercised.

The certificate(s) for Shares arising on the exercise of Subscription Rights and the balancing Warrant certificate (if any) will be sent by post at the risk of such Warrantholder(s) to the address of such Warrantholder(s) or (in the case of a joint holding) to that one of them whose name stands first on the Register. If the Company agrees, such certificates may by prior arrangement be retained by the Registrars to await collection by the relevant Warrantholder(s).

2. ADJUSTMENTS OF SUBSCRIPTION RIGHTS AND/OR SUBSCRIPTION PRICE

The Instrument contains detailed provisions relating to the adjustment of the Subscription Rights and/or the Subscription Price. The following is a summary of, and is subject to, the provisions of the Instrument:

- (A) The Subscription Rights shall be adjusted if and whenever there is an alteration of the nominal amount of the Shares by reason of any consolidation or subdivision and the Subscription Price at which the Warrantholder is entitled to subscribe for each Share shall be proportionately adjusted;

- (B) The Subscription Price shall (except as mentioned in paragraphs (C) and (D) below) be adjusted as provided in the Instrument in each of the following cases:
- (i) an issue (other than in lieu of a cash dividend) by the Company of Shares credited as fully paid by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund);
 - (ii) Capital Distribution (as defined in the Instrument) being made by the Company, whether on a reduction of capital or otherwise, to holders of its Shares in their capacity as such;
 - (iii) a grant by the Company to the holders of Shares (in their capacity as such) of rights to acquire cash assets of the Company or any of its Subsidiaries;
 - (iv) an offer or grant being made by the Company to holders of its Shares of Shares by way of rights or of options or warrants to subscribe for Shares at a price which is less than 90 per cent of the market price (calculated as provided in the Instrument);
 - (v) an issue wholly for cash being made by the Company or any other company of securities convertible into or exchangeable for or carrying rights of subscription for new Shares, if in any case the total Effective Consideration (as defined in the Instrument) per Share is less than 90 per cent of the market price (calculated as provided in the Instrument), or the terms of any such issue being altered so that the said total Effective Consideration is less than 90 per cent of the market price;
 - (vi) an issue being made wholly for cash of Shares (other than pursuant to a share option scheme) at a price less than 90 per cent of the market price (calculated as provided in the Instrument); and
 - (vii) the purchase of Shares by the Company in circumstances where the total Effective Consideration per Share (as defined in the Instrument) is more than 110 per cent of the closing price of one Share on the Stock Exchange (calculated as provided in the Instrument).
- (C) Except as mentioned in paragraph (D) below, no such adjustment as is referred to in paragraph (B) above shall be made in respect of:
- (i) an issue of fully paid Shares upon the exercise of any conversion rights attached to securities convertible into Shares or upon the exercise of any rights (including the Subscription Rights) to acquire Shares;
 - (ii) an issue of Shares or other securities of the Company or any Subsidiary or a grant of rights to acquire Shares to directors or employees of the Company or any Subsidiary pursuant to a Share Option Scheme;

- (iii) an issue by the Company of Shares or by the Company or any Subsidiary of securities convertible into or a grant of rights to acquire Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;
 - (iv) an issue of fully paid Shares by way of capitalisation of all or part of the Subscription Right Reserve (as defined in the Instrument) to be established in certain circumstances pursuant to the terms and conditions contained in the Instrument (or any similar reserve which has been or may be established pursuant to the terms of any other securities convertible into or rights to acquire Shares); or
 - (v) an issue of Shares in lieu of a cash dividend where an amount not less than the nominal amount of the Shares so issued is capitalised and the market value (calculated as provided in the Instrument) of such Shares is not more than 110 per cent of the amount of dividend which holders of Shares could elect to or would otherwise receive in cash.
- (D) Notwithstanding the provisions referred to in paragraphs (B) and (C) above, in any circumstance where the Company shall consider that an adjustment to the Subscription Price provided for under the said provisions should not be made or should be calculated on a different basis or that an adjustment to the Subscription Price should be made notwithstanding that no such adjustment is required under the said provisions, the Company may appoint an approved merchant bank to consider whether for any reason whatever the adjustment to be made (or the absence of adjustment) would not or might not fairly and appropriately reflect the relative interests of the persons affected thereby and, if such approved merchant bank shall consider this to be the case, the adjustment shall be modified or nullified or an adjustment made instead of no adjustment in such manner (including, without limitation, making an adjustment calculated on a different basis) as shall be certified by such approved merchant bank to be in its opinion appropriate.
- (E) Any adjustment to the Subscription Price shall be made to the nearest one cent so that any amount under half a cent shall be rounded down and any amount of half a cent or more shall be rounded up. No adjustment shall be made to the Subscription Price in any case in which the amount by which the same would be reduced would be less than one cent and any adjustment which would otherwise then be required shall not be carried forward. No adjustment may be made (except on a consolidation of Shares into Shares of a larger nominal amount) which would increase the Subscription Price.
- (F) Every adjustment to the Subscription Price will be certified to be fair and appropriate by the Auditors or an approved merchant bank and notice of each adjustment (giving the relevant particulars) will be given to the Warrantholders. Any such certificates of the Auditors or approved merchant bank will be available in Hong Kong for the time being of the Company, where copies may be obtained.

3. REGISTERED WARRANTS

The Warrants are issued in registered form. The Company shall be entitled to treat the registered holder of any Warrant as the absolute owner thereof and accordingly shall not, except as ordered by a Court of competent jurisdiction or required by law, be bound to recognise any equitable or other claim to or interest in such Warrant on the part of any other person, whether or not it shall have express or other notice thereof.

4. TRANSFER, TRANSMISSION AND REGISTER

- (A) The Subscription Rights represented by the Warrant certificate are transferable, in multiples of one whole Share, by instrument of transfer in any usual or common form or in any other form which may be approved by the Directors. The Company shall maintain a register of Warrantheolders accordingly. Transfers of Warrants must be executed by both the transferor and the transferee. Where the transferor or the transferee is HKSCC Nominees Limited or its successor thereto (or such other company as may be approved by the board of Directors for this purpose), the transfer may be executed under the hands of authorized person(s) or by machine imprinted signatures on its behalf or of such person(s), as the case maybe. The provisions of the Company's Articles of Association relating to the registration, transmission and transfer of Shares shall, mutatis mutandis, apply to the registration, transmission and transfer of the Warrants and shall have full effect as if the same had been incorporated herein.
- (B) Since the Warrants will be admitted to CCASS, so far all applicable laws or regulations of relevant regulatory authorities, terms of the instrument and circumstances permit, the Company may determine the last trading day of the Warrants to be a date at least 3 trading days before the last day of subscription being 28th May, 2009. Persons who own Warrants and have not registered the Warrants in their own names and wish to exercise the Subscription Rights should note that they may incur additional costs and expenses in connection with any expedited re-registration of the Warrants prior to the transfer or exercise of the Subscription Rights, in particular during the period commencing 10 business days, or any period from time to time fixed by the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or other rules or regulations of other relevant regulatory authorities for standard securities registration service, prior to and including the last day of subscription being 28th May, 2009.
- (C) The register of Warrantheolders may be closed from time to time, subject to the same restrictions, mutatis mutandis, as apply to the closure of the register of members of the Company in accordance with the Companies Ordinance. Any exercise of Subscription Rights during the period for which the Register is closed shall be deemed to be and shall be effective upon the first day upon which the register of Warrantheolders reopens and such date shall be deemed to be the relevant Subscription Date for all purposes in respect of such exercise of Subscription Rights.

5. PURCHASE AND CANCELLATION

The Company or any of the Subsidiaries may at any time purchase Warrants:

- (i) in the open market or by tender (available to all Warrantholders alike) at any price; or
- (ii) by private treaty at a price, exclusive of expenses, not exceeding 110 per cent of the closing price on the Stock Exchange per Warrant for one or more board lots of Warrants prior to the date of purchase of the Warrants on the Stock Exchange,

but not otherwise. All Warrants purchased as aforesaid shall be cancelled forthwith and may not be reissued or re-sold.

6. MEETINGS OF WARRANTHOLDERS AND MODIFICATION OF RIGHTS

- (A) The Instrument contains provisions for convening meetings of Warrantholders to consider any matter affecting the interests of Warrantholders, including the modification by Special Resolution of the provisions of the Instrument and/or these Conditions. A Special Resolution duly passed at any such meeting shall be binding on the Warrantholders, whether present or not.
- (B) All or any of the rights for the time being attached to the Warrants (including any of the provisions of the Instrument) may from time to time (whether or not the Company is being wound up) be altered or abrogated (including but without prejudice to that generality by waiving compliance with, or by waiving or authorising any past or proposed breach of, any of the provisions of these Conditions and/or the Instrument) and the sanction of a Special Resolution shall be necessary and sufficient to effect such alteration or abrogation.
- (C) Where the Warrantholder is a recognised clearing house (within the meaning of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)) or its nominee(s), it may authorise such person or persons as it thinks fit to act as its representative (or representatives) or proxy (or proxies) at any Warrantholders' meeting provided that, if more than one person is so authorised, the authorisation or proxy form must specify the number of Warrants in respect of which each such person is so authorised. The person so authorised will be deemed to have been duly authorised without the need of producing any documents of title, notarized authorization and/or further evidence for substantiating the facts that it is duly authorised and will be entitled to exercise the same power on behalf of the recognised clearing house as that clearing house or its nominee(s) could exercise as if such person were an individual Warrantholder.
- (D) On a poll or a show of hands, votes may be given either personally or by proxy or by authorised representative.

7. REPLACEMENT OF WARRANT CERTIFICATES

In the case of lost Warrant certificates, Section 71A of the Company Ordinance (Chapter 32 of the Laws of Hong Kong) shall apply as if “shares” referred to therein included Warrants.

If a Warrant certificate is mutilated, defaced, lost or destroyed, it may, at the discretion of the Company, be replaced at the office of the Registrars on payment of such costs as may be incurred in connection therewith and on such terms as to evidence, indemnity and/or security as the Company may require and on payment of such fee not exceeding HK\$2.50 (or such higher fee as may from time to time be permitted by the Stock Exchange) as the Company may determine. Mutilated or defaced Warrant certificates must be surrendered before replacements will be issued.

8. PROTECTION OF SUBSCRIPTION RIGHTS

The Instrument contains certain undertakings by and restrictions on the Company designed to protect the Subscription Rights.

9. CALL

If at any time the aggregate number of Shares which would fall to be issued on the exercise of outstanding Warrants is equal to or less than 10 per cent of the aggregate number of Shares which would fall to be issued on the exercise of all the Warrants issued under the Instrument then the Company may, on giving not less than 1 month’s notice, require Warranholders either to exercise their Subscription Rights or to allow them to lapse. On expiry of such notice, all unexercised Warrants will be automatically cancelled without compensation to Warranholders.

10. FURTHER ISSUES

The Company shall be at liberty to issue further subscription warrants.

11. UNDERTAKINGS BY THE COMPANY

In addition to the undertakings given by it in relation to the grant and exercise of the Subscription Rights and the protection thereof the Company has undertaken in the Instrument that:

- (i) it will use its best endeavours to ensure that all Shares allotted on the exercise of Subscription Rights shall be admitted to listing on the Stock Exchange;
- (ii) it will send to each Warranholder, at the same time as the same are sent to the holders of Shares, its audited accounts and all other notices, reports and communications despatched by it to the holders of the Shares generally; and
- (iii) it will pay all Hong Kong stamp duties, registration fees or similar charges in respect of the execution of the Instrument, the creation and initial issue of the Warrants in registered form, the exercise of the Subscription Rights and the issue of Shares upon exercise of the Subscription Rights.

12. NOTICES

The Instrument contains provisions relating to notices to be given to Warrantholders.

Every Warrantholder shall register with the Company an address either in Hong Kong or elsewhere to which notices can be sent.

The provisions of the Company's Articles of Association relating to service of notices on members of the Company shall apply, mutatis mutandis, to service of notices on Warrantholders and shall have full effect as if the same had been incorporated herein.

13. OVERSEAS WARRANTHOLDERS

If a Warrantholder has a registered address in any territory other than Hong Kong where, in the opinion of the Directors (after making enquiry regarding the legal restrictions under the laws of the relevant place and the requirements of the relevant regulatory body or stock exchange), the allotment of Shares to such Warrantholder upon the exercise of any Subscription Rights would or may in the absence of compliance with registration or any other special formalities in such territory be unlawful or impracticable under the laws of such territory or Hong Kong, then the Company will as soon as practicable after the exercise by such Warrantholder of any Subscription Rights allot such Shares to such Warrantholder and then, on his behalf, sell them to one or more third parties selected by the Company for the best consideration then reasonably obtainable by the Company. As soon as reasonably practicable following such allotment and sale, the Company will pay such Warrantholder an amount equal to the consideration received (less expenses and duties) by it by posting the remittance to him as his risk.

14. WINDING UP OF THE COMPANY

- (A) In the event a notice is given by the Company to its shareholders to convene a shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to wind-up the Company voluntarily, every Warrantholder shall be entitled by irrevocable surrender of his Warrant certificate(s) to the Company with the Subscription Form(s) duly completed, together with payment of the Exercise Moneys or the relative portion thereof (such Subscription Form(s) and Exercise Moneys to be received by the Company not less than 5 business days prior to the proposed shareholders' meeting) to be allotted and issued, as soon as possible and in any event no later than the day immediately prior to the date of the proposed shareholder's meeting, the Shares which fall to be issued pursuant to the exercise of the relevant Subscription Rights.
- (B) If an effective resolution is passed during the Subscription Period for the voluntary winding-up of the Company for the purpose of reconstruction or amalgamation pursuant to a scheme of arrangement to which the Warrantholders, or some persons designated by them for such purpose by Special Resolution, shall be a party or in conjunction with which a proposal is made to the Warrantholders and is approved by Special Resolution, the terms of such scheme of arrangement or (as the case may be) proposal shall be binding on all the Warrantholders.

- (C) Subject to the foregoing, if the Company is wound up, all Subscription Rights which have not been exercised at the date of the passing of such resolution shall lapse and each Warrant certificate shall cease to be valid for any purpose.

15. GOVERNING LAW

The Instrument and the Warrants are governed by and shall be construed in accordance with the laws of Hong Kong.