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WONG'S INTERNATIONAL (HOLDINGS) LIMITED

王氏國際(集團)有限公司 *

(Incorporated in Bermuda with limited liability)

(Stock Code: 99)

ANNOUNCEMENT

**VERY SUBSTANTIAL ACQUISITION
AND VERY SUBSTANTIAL DISPOSAL
REGARDING**

**THE JOINT DEVELOPMENT OF TWO SITES IN KWUN TONG
AND
RESUMPTION OF TRADING IN SHARES**

The Directors are pleased to announce that on 3 October 2008, the Company, SHK, and their respective subsidiaries entered into the Share Subscription Agreements relating to the joint development of two adjacent sites in Kwun Tong.

Prior to the entering into of the Share Subscription Agreements, SHK indirectly owned the entire interest in Site 1 and the Company indirectly owned the entire interest in Site 2. Under the Share Subscription Agreements, the Company and SHK will establish joint ventures in the proportions of 35.7% (the Company) and 64.3% (SHK) to hold and develop Site 1 and Site 2.

Based on the Company's estimated maximum commitment under the Project, the entering into of the Development Agreements constitutes a very substantial acquisition for the Company under Chapter 14 of the Listing Rules and is conditional upon approval by the Shareholders. The disposal of Site 2 constitutes a very substantial disposal for the Company under Chapter 14 of the Listing Rules and is conditional upon approval by the Shareholders. A circular containing, amongst other things, details of the Development Agreements and a notice of the special general meeting of the Company will be dispatched to Shareholders within 21 days after the publication of this announcement.

* For identification purpose only

W. S. Wong & Sons Company Limited (which holds approximately 41.84% of the issued share capital of the Company as at the date of the Share Subscription Agreements) and Salop Investment Limited (which holds approximately 16.02% of the issued share capital of the Company as at the date of the Share Subscription Agreements), have undertaken to SHK and SHK-Sub to vote in favour of the resolution(s) to be proposed at the special general meeting of the Company to approve the Development Agreements and the transactions contemplated thereunder.

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 2:30 p.m. on 3 October 2008 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:30 a.m. on 10 October 2008.

1. INTRODUCTION

The Directors are pleased to announce that on 3 October 2008, the Company, SHK and their respective subsidiaries entered into the Share Subscription Agreements relating to the joint development of two adjacent sites in Kwun Tong.

Prior to the entering into of the Share Subscription Agreements, SHK indirectly owned the entire interest in Site 1 and the Company indirectly owned the entire interest in Site 2. Under the Share Subscription Agreements, the Company and SHK will establish joint ventures in the proportions of 35.7% (the Company) and 64.3% (SHK) to hold and develop Site 1 and Site 2.

2. JOINT DEVELOPMENT OF SITE 1

2.1 Share Subscription Agreement 1

On 3 October 2008, the Company, WIH-Sub, SHK, SHK-Sub and JVCO 1 entered into Share Subscription Agreement 1 relating to the subscription of new shares in JVCO 1. Details of Share Subscription Agreement 1 are as follows:

Date: 3 October 2008

Parties: The Company, WIH-Sub, SHK, SHK-Sub and JVCO 1

Subject Matter:

The property interest in Site 1 is owned by OPCO 1, a wholly-owned subsidiary of JVCO 1. Prior to the entering of Share Subscription Agreement 1, JVCO 1 was wholly-owned by SHK-Sub, which in turn is a wholly-owned subsidiary of SHK.

At Completion, the Company (through WIH-Sub) and SHK (through SHK-Sub) will subscribe for new shares in JVCO 1 such that their respective shareholdings in JVCO 1 will become 35.7% (WIH-Sub) and 64.3% (SHK-Sub). WIH-Sub will also acquire 35.7% of the shareholders' loans owed by JVCO 1 to SHK-Sub as at Completion. The Company and SHK will guarantee the performance of the obligations of WIH-Sub and SHK-Sub, respectively, under Share Subscription Agreement 1.

Consideration:

The consideration for the share subscription of 35.7% of JVCO 1 payable by WIH-Sub is calculated on the basis of the following formula:

$$\begin{aligned} \text{Consideration} = & \quad (\text{Agreed valuation} + \\ & \quad \text{Net current assets}) \times 35.7\% \\ & \quad - \text{Loan Consideration} \\ & \quad \text{or} \\ & \quad (\text{Agreed valuation} - \\ & \quad \text{Net current liabilities}) \times 35.7\% \\ & \quad - \text{Loan Consideration} \end{aligned}$$

Where:

“Agreed valuation” = HK\$1,180 (being the agreed price per sq.ft.) X 309,000 (being the estimated total gross floor area of Site1 in sq.ft.), which equals to HK\$364,620,000.

“Net current assets” and “net current liabilities” mean the combined net current assets or liabilities (as the case may be and excluding the property interest in Site 1 and any existing shareholders' loan) of JVCO 1 as at Completion. As at 31 August 2008, JVCO 1 has combined net liabilities (excluding the property interest in Site 1 and shareholders' loan) of HK\$5,000.

“Loan Consideration” = 35.7% of the shareholders’ loan owned by JVCO 1 to SHK-Sub as at Completion (i.e. on a dollar for dollar basis). As at 31 August 2008, the shareholders’ loan owed by JVCO 1 to SHK-Sub amounted to HK\$358,920,000.

On that basis, the total consideration payable by WIH-Sub under Share Subscription Agreement 1 (i.e. comprising both the consideration for the share subscription and the consideration for the acquisition of the proportionate shareholders’ loans) is estimated to be approximately HK\$130,168,000. The consideration will be paid by WIH-Sub upon Completion.

- Condition Precedent:** Completion is conditional upon the approval by the Shareholders in respect of Share Subscription Agreement 1.
- Completion:** Completion shall take place within 3 business days upon receipt of the written notification from WIH-Sub to SHK-Sub specifying that the condition precedent have been satisfied. Share Subscription Agreement 1 and Share Subscription Agreement 2 shall complete simultaneously. As such, the Development Agreements are inter-conditional.
- Long Stop Date:** The Company and WIH-Sub shall use all reasonable endeavours to procure the fulfillment of the conditions precedent as soon as possible and in any event no later than 31 December 2008 (or such other date as the parties may agree).
- Termination:** If the condition precedent is not fulfilled by the long stop date set out above, Share Subscription Agreement 1 shall automatically lapse and be terminated with immediate effect. No party shall have any claim against the others save in respect of any antecedent breaches.

2.4 Shareholders' Agreement 1

At Completion, the Company, WIH-Sub, SHK, SHK-Sub, JVCO 1 and OPCO 1 will enter into Shareholders' Agreement 1 regarding the establishment of a joint venture for the purposes of holding and developing Site 1. Details of Shareholders' Agreement 1 are as follows:-

- Date:** At Completion
- Parties:** The Company, WIH-Sub, SHK, SHK-Sub, JVCO 1 and OPCO 1
- Scope of Business:** JVCO 1, through its principal operating company OPCO 1, will (a) apply for a lease modification of the government lease of Site 1 or a surrender and a re-grant of a new lot and (b) develop Site 1 or the re-grant lot into office buildings with parking spaces and with or without retail accommodation (subject to the approval of the building plan).
- Funding:** Unless unanimously decided otherwise by the directors of JVCO 1, all funding requirements of JVCO 1 and OPCO 1 shall be met by way of shareholders' loans advanced by the shareholders of JVCO 1 in proportion to their respective shareholdings in JVCO 1.
- All shareholders' loans shall be interest-free and on such terms as the directors of JVCO 1 shall from time to time decide, provided that any repayment of the shareholders' loans shall be made *pro rata* to the face value of the shareholders' loans held by the relevant shareholder.
- Board Composition:** The board of directors of JVCO 1 will consist of 6 directors, of whom 4 shall be nominated by SHK-Sub and 2 shall be nominated by WIH-Sub. The chairman shall be nominated by SHK-Sub and will not have a casting or second vote in case of an equality of votes.

Unanimity:

Certain matters require prior written approval by at least one representative member of each shareholder in the board or the project management committee, such as:

- (a) the first general building plans and any major amendments;
- (b) award of the main construction contract;
- (c) the overall funding budget and any overrun by more than 10%; and
- (d) any overrun of the funding budget for any six-month period by more than 10%.

Project Management:

SHK Agency will be appointed as the project manager for the development of Site 1. The project management fee payable to SHK Agency shall be 1% of the construction costs (excluding professional fees). SHK Agency will also charge a fee of HK\$1,250,000 for handling the lease modification or re-grant of Site 1. The fees payable to SHK Agency were arrived at after arm's length negotiations between the parties by reference to fees charged by project managers in handling similar projects of comparable size.

OPCO 1 shall set up a project management committee to supervise and oversee the design, construction, letting and other day-to-day management affairs of the development of Site 1. The project management committee shall comprise of 6 persons of whom 4 shall be nominated by SHK-Sub and 2 shall be nominated by WIH-Sub. The chairman of the project management committee shall be nominated by SHK-Sub and will not have a casting vote in case of an equality of votes.

Tag Along Right:

If SHK-Sub proposes to sell all of its shares and shareholders' loan in JVCO 1 to a third party, SHK-Sub shall give written notice to WIH-Sub specifying the proposed selling price, the identity of the purchaser and the terms of the proposed sale. WIH-Sub shall have the right to participate in such sale on terms which are no less favourable than those offered to SHK-Sub.

Profit Distribution:

Dividends will be paid in such amount as the board of directors of JVCO 1 or OPCO 1 (as the case may be) may decide.

**Sale and Distribution
of Units:**

All units of the development on Site 1 (other than the units in the retail accommodation) shall be sold at such time, at such prices and on such terms as may be determined by the project management committee formed by the board of directors of OPCO 1.

SHK Agency or another subsidiary of SHK will be appointed by OPCO 1 as the marketing and sales agent for all units of the development on Site 1. The marketing and sales agent will be responsible for developing the marketing theme, the conceptual design of the sales centers and promotional material and the administration and execution of the sales campaign. An agency fee at 1% of the sale price of each unit will be charged conditional upon a successful sale. In addition, the marketing and sales agent shall be entitled to reimbursements of all out of pocket expenses in relation to advertising and promotion. The fees payable to the marketing and sales agent were agreed by the parties following arm's length negotiations and was in line with standard market practice.

If any units of the development on Site 1 remain unsold after the expiration of 12 months (or such other period as the parties may agree) from the date of the issuance of the relevant consent to assign or the certificate of compliance (whichever is earlier), either WIH-Sub or SHK-Sub shall have the right to request for the liquidation of JVCO 1 and the distribution in specie of the unsold units to WIH-Sub and SHK-Sub upon the liquidation of JVCO 1.

3. JOINT DEVELOPMENT OF SITE 2

3.1 Share Subscription Agreement 2

On 3 October 2008, the Company, WIH-Sub, SHK, SHK-Sub and JVCO 2 entered into Share Subscription Agreement 2 relating to the subscription of new shares in JVCO 2. Details of Share Subscription Agreement 2 are as follows:

Date: 3 October 2008

Parties: The Company, WIH-Sub, SHK, SHK-Sub and JVCO 2

Subject Matter: Prior to the entering of Share Subscription Agreement 2, OPCO 2 was wholly-owned by JVCO 2, which in turn is a wholly-owned subsidiary of SHK.

At Completion, the Company (through WIH-Sub) and SHK (through SHK-Sub) will subscribe for new shares in JVCO 2 such that their respective shareholdings in JVCO 2 will become 35.7% (WIH-Sub) and 64.3% (SHK-Sub). The Company and SHK will guarantee the performance of the obligations of WIH-Sub and SHK-Sub, respectively, under Share Subscription Agreement 2.

Sale and Purchase of Site 2: The property interest in Site 2 is owned by Gladton, a wholly-owned subsidiary of the Company. At Completion, OPCO 2 and Gladton will enter into a sale and purchase agreement whereby OPCO 2 will agree to purchase Site 2 from Gladton at a consideration of HK\$535,531,000 (“**Site 2 Consideration**”), calculated on the basis of HK\$1,180 (being the agreed price per sq.ft.) multiplied by 453,840 (being the estimated total gross floor area of Site 2 in sq.ft.).

The Site 2 Consideration will be fully paid by OPCO 2 to Gladton upon the signing of the sale and purchase agreement in relation to Site 2 (i.e. at completion of Share Subscription Agreement 2). It is the parties' intention that the sale and purchase of Site 2 will not be completed until the sale to purchasers of each individual unit. In other words, after completion of Share Subscription Agreement 2 but before the sale of each individual unit to purchasers, Gladton will be the registered owner of Site 2 while OPCO 2 will own the beneficial interest in Site 2. During the sale of the units to purchasers, Gladton will sell as legal owner and OPCO 2 will join as a confirmor.

OPCO 2 will fund the Site 2 Consideration from shareholders' loans contributed by SHK-Sub and WIH-Sub to JVCO 2 at Completion.

**Contribution of
Loan:**

At Completion, WIH-Sub and SHK-Sub will contribute shareholders' loans to JVCO 2 in the aggregate amount of HK\$535,531,000 to fund the Site 2 Consideration in proportion to their respective shareholdings. Based on the shareholding proportions of 35.7% (WIH-Sub) and 64.3% (SHK-Sub), WIH-Sub and SHK-Sub will respectively advance HK\$191,182,000 and HK\$344,342,000 to JVCO 2 at Completion.

**Condition
Precedent:**

Completion is conditional upon:-

- (a) approval by the Shareholders in respect of Share Subscription Agreement 2; and
- (b) SHK-Sub being satisfied that all the existing tenancies in respect of the premises on Site 2 have been or will be terminated no later than the Completion date of Share Subscription Agreement 2.

Completion:

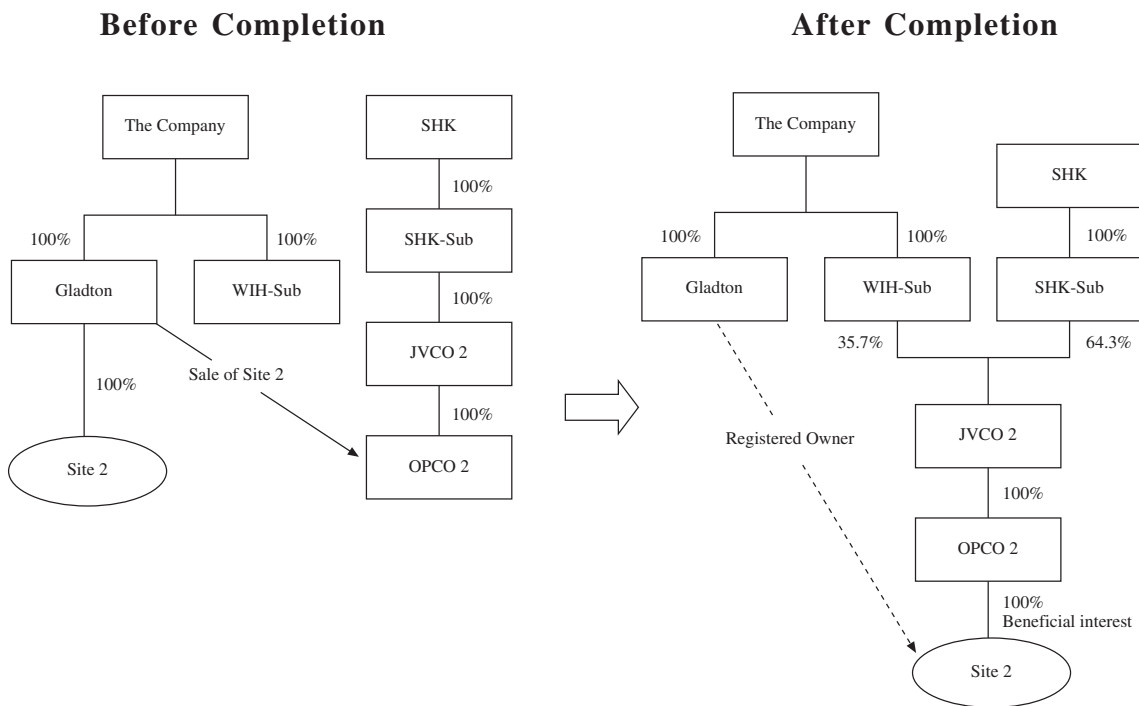
Completion shall take place within 3 business days upon receipt of the written notification from WIH-Sub and SHK-Sub specifying that the relevant condition precedent has been satisfied (whichever is later). Share Subscription Agreement 1 and Subscription Agreement 2 shall complete simultaneously. As such, the Development Agreements are inter-conditional.

Long Stop Date: The Company and WIH-Sub shall use all reasonable endeavours to procure the fulfillment of the conditions precedent as soon as possible and in any event no later than 31 December 2008 (or such other date as the parties may agree).

Termination: If the condition precedent is not fulfilled by the long stop date set out above, Share Subscription Agreement 2 shall automatically lapse and be terminated with immediate effect. No party shall have any claim against the others save in respect of any antecedent breaches.

3.2 Shareholding Structure of JVCO 2

The shareholding structure of JVCO 2 immediately before and after Completion are as set out below:



3.3 Information on Site 2

Site 2 is a plot of land situated at No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong and is registered in the Land Registry of Hong Kong as Kwun Tong Inland Lot No. 174, with a site area of approximately 37,820 sq.ft. Site 2 is currently known as Wong's Industrial Center, which is mainly used as Hong Kong headquarter office and warehouse of the Company. Certain offices of the building is leased out for rental purpose. For the year ended 31 December 2006, the rental income received

by the Company in respect of Site 2 was HK\$543,000 (before expenses) and HK\$479,000 (after expenses). For the year ended 31 December 2007, the rental income received by the Company in respect of Site 2 was HK\$566,000 (before expenses) and HK\$495,000 (after expenses). Subject to the exact terms of the lease modification or re-grant, the estimated total gross floor area of Site 2 is 453,840 sq.ft. Demolition of the existing building on Site 2 is expected to commence in September 2011 and construction of Site 2 is expected to complete in mid-2013.

3.4 Shareholders' Agreement 2

At Completion, the Company, WIH-Sub, SHK, SHK-Sub, JVCO 2 and OPCO 2 will enter into Shareholders' Agreement 2 regarding the establishment of a joint venture for the purposes of holding and developing Site 2. Details of Shareholders' Agreement 2 are as follows:-

- Date:** At Completion
- Parties:** The Company, WIH-Sub, SHK, SHK-Sub, JVCO 2 and OPCO 2
- Scope of Business:** JVCO 2, through its principal operating company OPCO 2, will (a) apply for a lease modification of the government lease of Site 2 or a surrender and a re-grant of a new lot and (b) develop Site 2 or the re-grant lot into office buildings with parking spaces and with or without retail accommodation (subject to the approval of the building plan).
- Funding:** Unless unanimously decided otherwise by the directors of JVCO 2, all funding requirements of JVCO 2 and OPCO 2 shall be met by way of shareholders' loans advanced by the shareholders of JVCO 2 in proportion to their respective shareholdings in JVCO 2.
- All shareholders' loans shall be interest-free and on such terms as the directors of JVCO 2 shall from time to time decide, provided that any repayment of the shareholders' loans shall be made *pro rata* to the face value of the shareholders' loans held by the relevant shareholder.

Board Composition:

The board of directors of JVCO 2 will consist of 6 directors, of whom 4 shall be nominated by SHK-Sub and 2 shall be nominated by WIH-Sub. The chairman shall be nominated by SHK-Sub and will not have a casting or second vote in case of an equality of votes.

Unanimity:

Certain matters require prior written approval by at least one representative member of each shareholder in the board or the project management committee, such as:

- (a) the first general building plans and any major amendments;
- (b) award of the main construction contract;
- (c) the overall funding budget and any overrun by more than 10%; and
- (d) any overrun of the funding budget for any six-month period by more than 10%.

Project Management:

SHK Agency will be appointed as the project manager for the development of Site 2. The project management fee payable to SHK Agency shall be 1% of the construction costs (excluding professional fees). SHK Agency will also charge a fee of HK\$1,250,000 for handling the lease modification or re-grant of Site 2. The fees payable to SHK Agency were arrived at after arm's length negotiations between the parties by reference to fees charged by project managers in handling similar projects of comparable size.

OPCO 2 shall set up a project management committee to supervise and oversee the design, construction, letting and other day-to-day management affairs of the development of Site 2. The project management committee shall comprise of 6 persons of whom 4 shall be nominated by SHK-Sub and 2 shall be nominated by WIH-Sub. The chairman of the project management committee shall be nominated by SHK-Sub and will not have a casting vote in case of an equality of votes.

Tag Along Right:

If SHK-Sub proposes to sell all of its shares and shareholders' loan in JVCO 2 to a third party, SHK-Sub shall give written notice to WIH-Sub and specify the proposed selling price, the identity of the purchaser and the terms of the proposed sale. WIH-Sub shall have the right to participate in such sale on terms which are no less favourable than those offered to SHK-Sub.

Profit Distribution:

Dividends will be paid in such amount as the board of directors of JVCO 2 or OPCO 2 (as the case may be) may decide.

Allocation, Sale and Distribution of Units:

As soon as practicable after the general building plans in relation to Site 2 have been approved by the Building Authority of Hong Kong and the Director of Lands of Hong Kong (if required), the project management committee shall determine a price list for all units of the development on Site 2 (other than the units in the retail accommodation). Subject to the approval of WIH-Sub and SHK-Sub, units may be allocated for purchase by purchasers nominated by each of WIH-Sub and SHK-Sub.

SHK Agency or another subsidiary of SHK will be appointed by OPCO 2 as the marketing and sales agent for all units of the development on Site 2. The marketing and sales agent will be responsible for developing the marketing theme, the conceptual design of the sales centers and promotional material and the administration and execution of the sales campaign. An agency fee at 1% of the sale price of each unit will be charged conditional upon a successful sale. In addition, the marketing and sales agent shall be entitled to reimbursements of all out of pocket expenses in relation to advertising and promotion. The fees payable to the marketing and sales agent were agreed by the parties following arm's length negotiations and was in line with standard market practice.

If any units of the development on Site 2 remain unsold after the expiration of 12 months (or such other period as the parties may agree) from the date of the issuance of the relevant consent to assign or the certificate of compliance (whichever is earlier), either WIH-Sub or SHK-Sub shall have the right to request for the liquidation of JVCO 2 and the distribution in specie of the unsold units to WIH-Sub and SHK-Sub upon the liquidation of JVCO 2.

Option:

Pursuant to Shareholders' Agreement 2, WIH-Sub and the Company will irrevocably and unconditionally grant to JVCO 2 and OPCO 2 an option to acquire the entire issued share capital of Gladton free from all encumbrances and liabilities at any time after 27 June 2010 at nominal consideration.

4. REASONS FOR AND BENEFIT OF THE ENTERING INTO THE DEVELOPMENT AGREEMENTS

The purposes of entering into the Development Agreements are (a) to leverage on SHK's expertise in property development and project management in the development of Site 1 and Site 2; (b) to benefit from the synergies of a combined development of two adjacent sites instead of developing Site 2 alone; and (c) to share the development costs and hence spreading the financial risks of the Group. The Directors believe that the terms of the Development Agreements (including the estimated maximum commitment of the Company on the Project) are fair and reasonable and in the interests of the Company and its shareholders as a whole.

The agreed unit price for Site 1 and Site 2 for the purposes of the Share Subscription Agreements (HK\$1,180 per sq.ft.) was arrived at after arm's length negotiations between the parties. The Company is of the view that the agreed unit price is principally in line with the valuation of Site 2 as assessed by independent valuers previously obtained by the Company. Based on the audited book value of Site 2 of HK\$117,192,000 as at 31 December 2007 and the sale consideration of Site 2 of HK\$535,531,000, the Company is expected to record a gain on disposal in the amount of approximately HK\$407,437,000 (before expenses) as a result of the sale of Site 2 in the second half of 2008.

At completion of Share Subscription Agreement 1, the estimated total consideration to be paid by WIH-Sub is approximately HK\$130,168,000.

At completion of Share Subscription Agreement 2, the estimated net balance to be received by WIH-Sub is approximately HK\$344,347,000, being the difference between the consideration to be received by Gladton under the sale and purchase agreement in respect of Site 2 in the amount of HK\$535,531,000 and the shareholders' loan to be advanced by WIH-Sub to JVCO 2 in the amount of HK\$191,185,000.

The Group is expected to receive net cash in the amount of HK\$214,179,000 at Completion. The Group intends to apply such cash proceeds to satisfy its funding contribution required for the Project.

The total investment amounts to be injected into JVCO 1 and JVCO 2 will depend on the funding requirement as decided by the board of directors of JVCO 1 and JVCO 2 based on, inter alia, the overall funding budget for the development of Site 1 and Site 2 respectively. An increase of more than 10% of the overall funding budget will be subject to unanimous approval of WIH-Sub and SHK-Sub.

Based on the Company's projection for the possible land premium payable for the lease modification or re-grant and the construction costs and taking into consideration the possible price fluctuations in the coming years, the maximum commitments to be contributed by the Group for the development of Site 1 and Site 2 are not expected to exceed HK\$510,000,000 and HK\$820,000,000 respectively. The total maximum commitment to be contributed by the Group for the development of the entire Project is not expected to exceed HK\$1,330,000,000. It is currently expected that the funding required for the Project will be sourced by the Group from the consideration to be received by Gladton from the sale of Site 2 described above, the proceeds from the sale of units in the early phase of development, internal cash reserves and/or external bank borrowings.

5. LISTING RULES IMPLICATIONS OF THE PROJECT

Based on the estimated maximum commitment of the Company on the Project, the entering into of the Development Agreements constitutes a very substantial acquisition for the Company under Chapter 14 of the Listing Rules and is conditional upon approval by the Shareholders. The disposal of Site 2 constitutes a very substantial disposal for the Company under Chapter 14 of the Listing Rules and is conditional upon approval by the Shareholders. A circular containing, amongst other things, details of the Development Agreements and a notice of the special general meeting of the Company will be dispatched to Shareholders within 21 days after the publication of this announcement.

W. S. Wong & Sons Company Limited (which holds approximately 41.84% of the issued share capital of the Company as at the date of the Share Subscription

Agreements) and Salop Investment Limited (which holds approximately 16.02% of the issued share capital of the Company as at the date of the Share Subscription Agreements), have undertaken to SHK and SHK-Sub to vote in favour of the resolution(s) to be proposed at the special general meeting of the Company to approve the Development Agreements and the transactions contemplated thereunder.

6. GENERAL INFORMATION

The Company is a holding company. The principal activities of its subsidiaries are the development, manufacture, marketing and distribution of electronic products, including micro-computers, telecommunication equipment, broadband communication products, internet appliances, wireless communication or networking equipment and other electronic products. WIH-Sub is an investment holding company and is wholly-owned by the Company.

The principal business activities of SHK are development of and investment in properties for sale and rent. SHK-Sub is an investment holding company and is wholly-owned by SHK. To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, SHK and its ultimate beneficial owners are third parties independent of the Company and its connected persons and they do not hold any shares in the Company as at the date of this announcement. No shareholder is required to abstain from voting in respect of the resolutions to be proposed at the special general meeting of the Company to approve the Development Agreements and the transactions contemplated thereunder.

JVCO 1 is an investment holding company whose principal asset is its 100% interest in OPCO 1. OPCO 1 is an investment holding company whose principal asset is its 100% interest in Site 1. JVCO 1 is dormant and has not prepared any financial statement since its date of incorporation.

JVCO 2 is an investment holding company whose principal asset is its 100% interest in OPCO 2. OPCO 2 is an investment holding company. Following Completion, the principal asset of OPCO 2 will be its rights under the sale and purchase agreement to purchase a 100% interest in Site 2 from Gladton. JVCO 2 is dormant and has not prepared any financial statement since its date of incorporation.

7. RESUMPTION OF TRADING

At the request of the Company, trading in the Shares on the Stock Exchange was suspended with effect from 2:30 p.m. on 3 October 2008 pending the issue of this announcement. Application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares with effect from 9:30 a.m. on 10 October 2008.

8. DEFINITIONS

In this announcement, the following terms and expressions (unless the context otherwise requires) shall have the following meanings:

“associates”	has the meaning ascribed thereto in the Listing Rules
“Board” or “Directors”	the board of directors of the Company
“Company”	Wong’s International (Holdings) Limited, a company incorporated in Bermuda whose shares are listed on the Main Board of the Stock Exchange (stock code: 99)
“Completion”	completion of the Share Subscription Agreements
“connected persons”	has the meaning ascribed thereto in the Listing Rules
“Development Agreements”	collectively, the Share Subscription Agreements, Shareholders’ Agreement 1 and Shareholders’ Agreement 2
“Gladton”	Gladton Investments Limited, a company incorporated in Hong Kong and a wholly-owned subsidiary of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	Hong Kong Special Administrative Region of the People’s Republic of China
“JVCO 1”	Bollardbay Limited, a company incorporated in the British Virgin Islands
“JVCO 2”	Talent Chain Investments Limited, a company incorporated in the British Virgin Islands
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“OPCO 1”	Easywise Limited, a company incorporated in Hong Kong and a wholly-owned subsidiary of JVCO 1

“OPCO 2”	Crown Opal Investment Limited, a company incorporated in Hong Kong and a wholly-owned subsidiary of JVCO 2
“Project”	the development project of Site 1 and Site 2
“SHK”	Sun Hung Kai Properties Limited, a company incorporated under the laws of Hong Kong whose shares are listed on the Main Board of the Stock Exchange (stock code: 16)
“SHK-Sub”	Data Giant Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of SHK
“SHK Agency”	Sun Hung Kai Real Estate Agency Limited, a wholly-owned subsidiary of SHK who will act as the project manager of the Project
“Shareholders”	holders of Shares
“Shareholders’ Agreement 1”	the shareholders’ agreement to be entered into at Completion between the Company, SHK, WIH-Sub, SHK-Sub, JVCO 1 and OPCO 1 for the purposes of holding and developing Site 1
“Shareholders’ Agreement 2”	the shareholders’ agreement to be entered into at Completion between the Company, SHK, WIH-Sub, SHK-Sub, JVCO 2 and OPCO 2 for the purposes of holding and developing Site 2
“Share Subscription Agreements”	collectively, Share Subscription Agreement 1 and Share Subscription Agreement 2
“Share Subscription Agreement 1”	the share subscription agreement dated 3 October 2008 entered into between the Company, WIH-Sub, SHK, SHK-Sub and JVCO 1 relating to the subscription of new shares in JVCO 1
“Share Subscription Agreement 2”	the share subscription agreement dated 3 October 2008 entered into between the Company, WIH-Sub, SHK, SHK-Sub and JVCO 2 relating to the subscription of new shares in JVCO 2
“Shares”	shares of HK\$0.10 each in capital of the Company

“Site 1”	a plot of land situated at No. 181 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong and registered in the Land Registry of Hong Kong as Kwun Tong Inland Lot No. 173, with a site area of approximately 25,750 sq.ft.
“Site 2”	a plot of land situated at No. 180 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong and registered in the Land Registry of Hong Kong as Kwun Tong Inland Lot No. 174, with a site area of approximately 37,820 sq.ft.
“sq.ft.”	square feet
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“WIH-Sub”	Ubiquitous International Limited, a company incorporated in the British Virgin Islands and a wholly-owned subsidiary of the Company

By Order of the Board
WONG CHUNG MAT, BEN
Chairman and Chief Executive Officer

Hong Kong, 9 October 2008

As at the date of this announcement, the Executive Directors of the Company are Mr. Wong Chung Mat, Ben, Mr. Wong Chung Ah, Johnny, Mr. Chan Tsze Wah, Gabriel, Mr. Tan Chang On, Lawrence, Mr. Wan Man Keung and Ms. Wong Yin Man, Ada; and the Independent Non-executive Directors are Dr. Li Ka Cheung, Eric, G.B.S., O.B.E., J.P., Dr. Yu Sun Say, G.B.S., J.P. and Mr. Alfred Donald Yap, J.P.