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SHANGHAI INTERNATIONAL SHANGHAI GROWTH INVESTMENT LIMITED

(Incorporated in the Cayman Islands with limited liability)

(Stock code: 00770)

NON-EXEMPT CONTINUING CONNECTED TRANSACTIONS

The Directors are pleased to announce that the Company has entered into the Fifth Supplemental Agreement to the Investment Management Agreement with the Investment Manager on 28 March 2008 whereby the parties have agreed to, inter alia, amend and extend the term of appointment of the Investment Manager under the Investment Management Agreement. The listing of the Company was approved by the Stock Exchange as an investment company under Chapter 21 of the Listing Rules. Pursuant to Rule 21.13 of the Listing Rules, the Investment Manager, acting as the Company's investment manager licensed under the Securities and Futures Ordinance in Hong Kong, is a connected person for the purposes of the Listing Rules. Therefore, any transactions between the Company and the Investment Manager constitute connected transactions under Chapter 14A of the Listing Rules. The Ongoing Connected Transactions are continuous in nature and were entered into in the ordinary course of business of the Company and constituted continuing connected transactions of the Company under Chapter 14A of the Listing Rules. The Ongoing Connected Transactions are subject to reporting, announcement and Independent Shareholders' approval requirement pursuant to Rule 14A.35.

The Independent Shareholders will be asked to consider and, if thought fit, approve by poll the Ongoing Connected Transactions and the New Caps for the periods commencing from 1 July 2008 and ending on 30 June 2011 at AGM. The New Caps for the period from 1 July 2008 to 31 December 2008 inclusive, for the year 2009, for the year 2010 and for the period from 1 January 2011 to 30 June 2011 inclusive will be US\$400,000, US\$1,800,000, US\$2,000,000 and US\$2,800,000 respectively.

The Company has appointed Altus Capital Limited as an independent financial adviser to advise the Independent Board Committee and the Independent Shareholders in respect of the Ongoing Connected Transactions.

A circular containing, among other things, (i) details of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; (ii) a letter from an independent financial adviser to the Independent Board Committee containing its advice to the Independent Board Committee and Independent Shareholders on the approval of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; (iii) the recommendation of the Independent Board Committee regarding the approval of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; and (iv) a notice of the AGM will be despatched to the Shareholders as soon as practicable.

THE INVESTMENT MANAGEMENT AGREEMENT

On 12 November 1993, the Company and the Investment Manager entered into the Investment Management Agreement. Pursuant to the Investment Management Agreement, the Investment Manager agreed to provide the Investment Management Services. The Investment Manager's duties and responsibilities under the Investment Management Agreement include:

- (1) managing, subject to the overall supervision of the Directors, the investment and reinvestment of the assets of the Company in order to achieve the investment objectives and policies of the Company;
- (2) evaluating investment opportunities, implementing investment and realization decisions, monitoring and supervising investments and preparing valuations of the Company's investments; and
- (3) managing the corporate affairs of the Company and dealing with its day-to-day administration, including preparation of the annual and semi-annual statements on the performance of the Company's investments for inclusion in the Company's annual and semi-annual reports.

Under Clause 7.01 of the Investment Management Agreement, the Company agreed to pay the Investment Manager the Management and Administration Fee, calculated and to be paid in US\$ quarterly in advance, of 0.5% per quarter of the Net Asset Value (calculated before deduction of the fees payable to the Investment Manager and the Company's investment adviser and custodian for that quarter) which is calculated on each Quarter Day.

Pursuant to Clause 7.02 of the Investment Management Agreement, the Investment Manager is also entitled to receive from the Company the Incentive Fee, in respect of the direct investment portion of the Company's portfolio only, calculated and payable on an annual basis for each year ending 31 December at 15% of the amount by which the Net Asset Value (comprising assets and rights of the Company which represent unlisted securities or interests) at the end of each accounting period exceeds 115% of the Net Asset Value (comprising assets and rights of the Company which represent unlisted securities or interests) for the immediately preceding accounting period. No Incentive Fee will be payable if the Net Asset Value per Share of the Company is less than US\$10.00.

The Investment Management Agreement is terminable by either the Company or the Investment Manager giving not less than two months' written notice to the other expiring after the fifth anniversary of the date of appointment.

THE SUPPLEMENTAL AGREEMENT

On 22 January 2001, the Company and the Investment Manager entered into the Supplemental Agreement. Pursuant to the terms and conditions of the Supplemental Agreement:

- (1) the appointment of the Investment Manager under the Investment Management Agreement is extended for a minimum term of five years commencing from 1 January 2001 and expiring on the fifth anniversary of 1 January 2001, such appointment may be terminated by the Company or the Investment Manager (as the case may be) by two months prior written notice to expire on or within one month of the fifth anniversary of 1 January 2001;
- (2) unless previously terminated by the Company or the Investment Manager, the appointment of the Investment Manager shall continue for a successive minimum term of five years commencing from the fifth anniversary of 1 January 2001, such appointment may be terminated by the Company or the Investment Manager (as the case may be) by two months prior written notice to expire at any time after the fifth anniversary of the commencement date for the successive term of five years; and
- (3) with effect from and after 30 June 2000, the threshold for any Incentive Fee to become payable to the Investment Manager shall be reduced from US\$10.00 Net Asset Value per Share of the Company to US\$7.00 Net Asset Value per Share of the Company as at 31 December of the relevant year.

Subject to the above amendments, the other terms of the Investment Management Agreement, including the Management and Administration Fee, remained the same.

THE SECOND SUPPLEMENTAL AGREEMENT

On 12 September 2001, the Company and the Investment Manager entered into the Second Supplemental Agreement whereby the parties agreed to amend the criteria, contained in Clause 7.02 of the Investment Management Agreement, for determining the Incentive Fee payable to the Investment Manager. The only amendment under the Second Supplemental Agreement is the inclusion of the listed investment under the securities portfolio of the Company for the purpose of determining the Incentive Fee, which previously prior to the Second Supplemental Agreement only took into account of the unlisted investment of the Company.

Apart from the above amendment to the Investment Management Agreement, the other terms of the Investment Management Agreement remained unchanged.

THE THIRD SUPPLEMENTAL AGREEMENT

In view of the annual payout of special dividends by the Company to its Shareholders, which permanently reduced the Net Asset Value, on 3 November 2003, the Company and the Investment Manager entered into the Third Supplemental Agreement whereby the parties again agreed to amend the criteria for determining the Incentive Fee payable to the Investment Manager. Pursuant to the Third Supplemental Agreement, the parties agreed that with effect from 30 June 2003, no Incentive Fee shall be payable to the Investment Manager if the Net Asset Value per Share of the Company (being the Net Asset Value as at 31 December of the relevant year divided by the number of Share in issue at such date) is less than US\$6.20, and thereafter such threshold shall be adjusted annually (or such other period as the Board deems appropriate) according to the actual amount of special dividends paid out by the Company during the immediately preceding year(s) and that any such adjustments shall be approved by the Board in accordance with the Articles.

Apart from the above amendment to the Investment Management Agreement, the other terms of the Investment Management Agreement remained unchanged.

THE FOURTH SUPPLEMENTAL AGREEMENT

On 11 April 2005, the Company and the Investment Manager entered into the Fourth Supplemental Agreement whereby the parties agreed to, inter alia, amend and extend the term of appointment of the Investment Manager under the Investment Management Agreement for a period of three years from 1 July 2005 and determine the annual caps for the periods commencing from 1 July 2005 to 30 June 2008 inclusive.

Apart from the above amendment to the Investment Management Agreement, the other terms of the Investment Management Agreement remained unchanged.

THE FIFTH SUPPLEMENTAL AGREEMENT

On 28 March 2008, the Company and the Investment Manager has entered into the Fifth Supplemental Agreement whereby the parties have agreed to, inter alia, amend and extend the term of appointment of the Investment Manager under the Investment Management Agreement, amend the basis for determining the incentive fee under the Investment Management Agreement and determine the annual caps in respect of the Ongoing Connected Transactions.

The Fifth Supplemental Agreement is conditional upon the receipt of all necessary approvals of the Independent Shareholders to be obtained at the AGM. In the event that the necessary approvals of the Independent Shareholders, are not granted, the Fifth Supplemental Agreement shall lapse.

Upon the Fifth Supplemental Agreement becoming unconditional, the following amendments will be made to the Investment Management Agreement:

- (1) that the appointment of the Investment Manager under the Investment Management Agreement is extended for a term of three years commencing from 1 July 2008 and the Investment Manager shall be entitled to resign its appointment under the Investment Management Agreement, and the Company may by resolution of the Board terminate the appointment of the Investment Manager, in either case by giving not less than two months notice in writing to the Company or the Investment Manager;
- (2) that the Incentive Fee is to be calculated at 15% of the excess amount by which the Net Asset Value as at 31 December of each year of the term of the Investment Management Agreement exceeds 115% of the Net Asset Value as at 31 December of the immediately preceding year. The actual amount of special dividends (if any) paid out by the Company during the year shall be deducted from the Net Asset Value as at 31 December of the immediately preceding year when calculating the growth of the Net Asset Value;
- (3) that with effect from 1 July 2008, after adjustment on payments of special dividend in each year from 2004 to 2008, no Incentive Fee shall be payable to the Investment Manager if the Net Asset Value per Share (being the Net Asset Value as at 31 December of the relevant year divided by the number of Shares in issue at such date) is less than US\$2.60. Thereafter such threshold shall be adjusted annually (or such other period as the Board deems appropriate) according to the actual amount of special dividends paid out during the immediately preceding year(s). Any such adjustments shall be approved by the Board in accordance with the Articles.
- (4) that the total fees payable to the Investment Manager, consisting of the Management and Administration Fee calculated pursuant to Clause 7.01 of the Investment Management Agreement and the Incentive Fee, if payable according to Clause 7.02 of the Investment Management Agreement, for each of the following periods of the term of the Investment Management Agreement as amended by the Fifth Supplemental Agreement shall not exceed the corresponding amount set out in Clause 7.03A, as indicated below:

Period	Amount
From 1 July 2008 to 31 December 2008 inclusive	US\$400,000 (approximately HK\$3,120,000)
For the year 2009	US\$1,800,000 (approximately HK\$14,040,000)
For the year 2010	US\$2,000,000 (approximately HK\$15,600,000)
From 1 January 2011 to 30 June 2011 inclusive	US\$2,800,000 (approximately HK\$21,840,000)

Each of the above amounts is referred to as the “**New Cap**” or collectively, as the “**New Caps**” in this announcement. Subject to the above amendments, the other terms of the Investment Management Agreement shall remain the same.

If the total fees payable to the Investment Manager (consisting of the Management and Administration Fee and, if any, the Incentive Fee) for each of the periods covered by the Fifth Supplemental Agreement exceed the corresponding New Cap, the Company will again have to fully comply with the provisions of Chapter 14A of the Listing Rules governing connected transactions, including making further announcement and obtaining further approval from its Independent Shareholders.

Historical transaction amounts and the current annual caps

The following is a summary of the historical transaction amounts for the period commencing from 1 July 2005 to 31 March 2008 inclusive and the current annual caps for the Ongoing Connected Transactions for the periods commencing from 1 July 2005 to 30 June 2008 inclusive:

	For the period from 1 July 2005 to 31 December 2005 inclusive	For the year 2006	For the year 2007	For the period from 1 January 2008 to 31 March 2008 inclusive
Amount	US\$1,161,644	US\$625,168	US\$548,617	US\$135,065
Current annual caps	US\$1,400,000	US\$1,200,000	US\$1,200,000	US\$600,000 <i>(Note: this annual cap covers the period from 1 January 2008 to 30 June 2008)</i>

REASONS FOR THE FIFTH SUPPLEMENTAL AGREEMENT

The Company, an investment company listed under Chapter 21 of the Listing Rules on the Stock Exchange, aims to achieve long-term capital appreciation through unlisted investments in the greater Shanghai region and listed China-related securities. Since 12 November 1993, the Company has appointed the Investment Manager to provide Investment Management Services to the Company. The three years term of appointment of the Investment Manager under the Fourth Supplemental Agreement will expire on 30 June 2008 and either party may terminate the Investment Management Agreement with two months prior written notice at any time. The Board considers that the AGM, expected to be held in April 2008, to be an appropriate time for the Independent Shareholders to consider and, if thought fit, approve, inter alia, the Fifth Supplemental Agreement and the Ongoing Connected Transactions.

The Directors are of the opinion that the Investment Manager will continue to have the necessary expertise in providing the Investment Management Services to the Company in the future. The Directors (excluding the independent non-executive Directors who will express their view after considering the independent financial adviser’s advice letter to be included in the circular) consider that the execution of the Fifth Supplemental Agreement and the Ongoing Connected Transactions to be fair and reasonable and in the best interests of the Company and the Shareholders as a whole, on normal commercial terms and in the ordinary and usual course of business of the Company.

APPROVAL BY INDEPENDENT SHAREHOLDERS

(1) The New Caps

The total estimated fees payable to the Investment Manager pursuant to the Investment Management Agreement for the period between 1 July 2008 and 30 June 2011 can be analysed with reference to the audited Net Asset Value of the Company of approximately US\$27.0 million as at 31 December 2007 and the management's projection in respect of movements in the Net Asset Value during the said periods. The management has taken into consideration (a) the projected increase in value of its listed investments portfolio; (b) the projected increase in value of its unlisted investments portfolio based on factors such as listing plans and initial public offering valuations; (c) projected return of capital to Shareholders in the form of special dividends; and (d) ongoing operating expenses of the Company, when arriving at the movements. The amount of Management and Administration Fee and Incentive Fee payable to the Investment Manager are then calculated based on their respective rates and methods.

(2) Approval by Independent Shareholders

The listing of the Company was approved by the Stock Exchange as an investment company under Chapter 21 of the Listing Rules. Pursuant to Rule 21.13 of the Listing Rules, for so long as the Investment Manager remains the investment manager of the Company for the purposes of the Listing Rules, all of the Ongoing Connected Transactions would constitute connected transactions. Pursuant to rule 14A.35 of the Listing Rules, the Fifth Supplemental Agreement would require disclosure by way of announcement, preparation and despatch of circulars to the Shareholders and prior approval by the Independent Shareholders by poll. The Independent Shareholders will also be asked to consider and, if thought fit, approve by poll the Fifth Supplemental Agreement at the AGM.

CONDITIONS TO THE APPROVAL

The Independent Shareholders' approval for the Fifth Supplemental Agreement and the Ongoing Connected Transactions for the term of the Fifth Supplemental Agreement shall be subject to the following conditions:

- (1) The Ongoing Connected Transactions are:
 - (a) entered into in the ordinary and usual course of business of the Company;
 - (b) entered into on normal commercial terms or on terms no less favourable than terms available to (or from) independent third parties;
 - (c) entered into on terms that are fair and reasonable so far as the Shareholders are concerned; and
 - (d) entered into in accordance with the terms and conditions of the Investment Management Agreement and the Fifth Supplemental Agreement supplementary thereto.

- (2) The total consideration of the Ongoing Connected Transactions for any of the periods stipulated in Clause 7.03A of the Investment Management Agreement as amended by the Fifth Supplemental Agreement shall not exceed the corresponding New Cap set out in that clause.
- (3) Details of the Ongoing Connected Transactions in each financial year shall be disclosed as required under rule 14A.46 of the Listing Rules in the Company's next and each successive annual report, each accompanied with a statement of the opinion of the independent non-executive Directors and the auditors of the Company as referred in paragraphs (4) and (6) below.
- (4) The independent non-executive Directors shall review annually the Ongoing Connected Transactions and confirm in the Company's next and successive annual reports that the Ongoing Connected Transactions are conducted in the manner as stated in (1) and (2) above.
- (5) The auditors of the Company will be given full access to its relevant records for the purpose of the auditor's review; and
- (6) The auditors of the Company shall review the Ongoing Connected Transactions annually and provide the Board (a copy of which shall be provided to the Stock Exchange) with a letter (the "**Auditors' Letter**") stating whether:
 - the Ongoing Connected Transactions have received the approval of the Board;
 - the Ongoing Connected Transactions have not exceeded the limit as stipulated in (2) above; and
 - the Ongoing Connected Transactions have been entered into on normal commercial terms or in accordance with the terms of the Investment Management Agreement as amended by the Fifth Supplemental Agreement.

Where, for whatever reason, the auditors decline to accept the engagement or is unable to provide the Auditors' Letter, the Directors shall contact the Stock Exchange and publish an announcement immediately.

If any terms of the Ongoing Connected Transactions as mentioned above are altered or if the total consideration of the Ongoing Connected Transactions for any of the periods stipulated in Clause 7.03A of the Investment Management Agreement as amended by the Fifth Supplemental Agreement exceeds the corresponding New Cap set out in that clause, the Company will have to fully comply with the provisions of Chapter 14A of the Listing Rules governing connected transactions.

RELATIONSHIP BETWEEN THE COMPANY AND THE INVESTMENT MANAGER

The listing of the Company was approved by the Stock Exchange as an investment company under Chapter 21 of the Listing Rules. Pursuant to Rule 21.13 of the Listing Rules, the Investment Manager, acting as the Company's investment manager licensed under the Securities and Futures Ordinance in Hong Kong, is a connected person for the purposes of the Listing Rules.

Therefore, any transactions between the Company and the Investment Manager constitute connected transactions under Chapter 14A of the Listing Rules. The Ongoing Connected Transactions contemplated under this announcement constitute continuing connected transactions under Chapter 14A of the Listing Rules. Pursuant to rule 14A.35 of the Listing Rules, the Fifth Supplemental Agreement would require disclosure by way of announcement, preparation and despatch of circulars to the Shareholders and prior approval by the Independent Shareholders by poll.

BUSINESS OF THE COMPANY

The Company is an investment company to enable investment in companies and other entities established or having significant operations in or business with the PRC by non-PRC persons.

INFORMATION ABOUT THE INVESTMENT MANAGER AND ITS ULTIMATE BENEFICIAL OWNERS

The Investment Manager is an investment management company. The principal operations of the Investment Manager include: (i) management of investments and reinvestments of the assets of its clients in order to achieve the investment objectives and policies of its clients; (ii) evaluation of investment opportunities, implementation of investment and realization decisions, supervision of investments and preparation of valuations in relation to its clients' investments; and (iii) management of the corporate affairs and day-to-day administration of its clients.

The Investment Manager is a joint venture company owned as to 40% by A.T.S. Co., Ltd. and 60% by SinoPac Capital (B.V.I.) Ltd..

A.T.S. Co., Ltd. is a company incorporated in Japan and a wholly owned subsidiary of SITICO, which is a major financial institution in Shanghai. SITICO is majority-owned by the Shanghai Municipal People's Government through Shanghai International Group Corporation Limited. SITICO's principal business activities include the provision of financial trust, asset management and investment banking services in the greater Shanghai region. SITICO is also a Shareholder with an interest of 5.56% of the issued share capital of the Company.

SinoPac Capital (B.V.I.) Ltd. is a company incorporated in the British Virgin Islands and its ultimate parent company is SinoPac Financial Holdings Limited. SinoPac Financial Holdings Limited is a financial holding company listed on the Taiwan Stock Exchange. The operations of its subsidiaries include banking, securities, credit card, insurance agency, venture capital and asset management services. Neither SinoPac Financial Holdings Limited nor any of its associates have any shareholding in the Company.

GENERAL

SITICO is a 40% joint venture partner of the Investment Manager and is also a Shareholder with an interest of 5.56% of the issued share capital of the Company. Pursuant to the Listing Rules, SITICO and its associates will abstain from voting in the AGM to approve the Fifth Supplemental Agreement and all matters contemplated thereunder.

The Company has appointed Altus Capital Limited as an independent financial advisor to advise the Independent Board Committee and the Independent Shareholders in respect of the Ongoing Connected Transactions.

A circular containing, among other things, (i) details of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; (ii) a letter from the independent financial adviser to the Independent Board Committee containing its advice to the Independent Board Committee on the approval of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; (iii) the recommendation of the Independent Board Committee and the Independent Shareholders regarding the approval of the Fifth Supplemental Agreement and the Ongoing Connected Transactions; and (iv) a notice of the AGM will be despatched to the Shareholders as soon as practicable.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“AGM”	means the annual general meeting of the Company to be held for the purpose of approving, inter alia, the Fifth Supplemental Agreement and the Ongoing Connected Transactions
“Articles”	means the articles of association of the Company as revised and amended from time to time
“Board”	means the board of Directors
“Company”	means Shanghai International Shanghai Growth Investment Limited
“Directors”	means the directors of the Company
“Fifth Supplemental Agreement”	means the fifth supplemental agreement dated 28 March 2008 entered into between the Company and the Investment Manager
“Fourth Supplemental Agreement”	means the fourth supplemental agreement dated 11 April 2005 entered into between the Company and the Investment Manager
“Hong Kong”	means the Hong Kong Special Administrative Region of the PRC
“HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong
“Incentive Fee”	means an incentive fee payable by the Company to the Investment Manager pursuant to Clause 7.02 of the Investment Management Agreement
“Independent Board Committee”	means the independent board committee of the Company constituted for the purpose of the Ongoing Connected Transactions, comprising three independent non-executive Directors

“Independent Shareholder(s)”	means the Shareholder(s) other than SITICO and its respective associates (as defined in the Listing Rules)
“Investment Manager”	means Shanghai International Asset Management (HK) Co., Ltd
“Investment Management Agreement”	means the investment management and administration agreement dated 12 November 1993 entered into between the Company and the Investment Manager, as and when amended and supplemented from time to time by the Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, the Fourth Supplemental Agreement and the Fifth Supplemental Agreement
“Investment Management Services”	means the provision of investment management services of the Investment Manager in relation to the investment, realization and reinvestment of assets and rights of the Company and services of the Investment Manager in relation to the administration of the Company pursuant to the Investment Management Agreement
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time
“Management and Administration Fee”	means an annual aggregate management and administration fee payable by the Company to the Investment Manager pursuant to Clause 7.01 of the Investment Management Agreement
“Net Asset Value”	means the net asset value of the Company from time to time as calculated in accordance with the provisions of the Articles
“New Cap(s)”	means the maximum total fees, consisting of the Management and Administration Fee and the Incentive Fee, payable to the Investment Manager pursuant to Clauses 7.01 and 7.02 of the Investment Management Agreement for each of the periods stipulated in Clause 7.03A of the Investment Management Agreement as amended by the Fifth Supplemental Agreement
“Ongoing Connected Transactions”	means the provision of the Investment Management Services, being connected transactions between the Company and the Investment Manager, on a continuing basis pursuant to the terms of the Investment Management Agreement
“PRC”	means the People’s Republic of China

“Quarter Day”	means 31 March, 30 June, 30 September and 31 December in each year
“Second Supplemental Agreement”	means the second supplemental agreement dated 12 September 2001 entered into between the Company and the Investment Manager
“Share(s)”	means the share(s) of the Company
“Shareholder(s)”	means the shareholder(s) of the Company
“SITICO”	means Shanghai International Trust & Investment Corporation, a company established in the PRC and controlled by the Shanghai Municipal People’s Government
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Supplemental Agreement”	means the supplemental agreement dated 22 January 2001 entered into between the Company and the Investment Manager
“Third Supplemental Agreement”	means the third supplemental agreement dated 3 November 2003 entered into between the Company and the Investment Manager
“US”	means the United States of America
“US\$”	means US dollars, the lawful currency of the US
“%”	means per cent

Note: For the purpose of this announcement, unless indicated otherwise, all amounts denominated in US\$ have been translated into HK\$ at an exchange rate of US\$1 = HK\$7.80 for the purpose of illustration only.

For and on behalf of the Board
Shanghai International
Shanghai Growth Investment Limited
WANG Ching
Executive Director

The Directors as at the date of this announcement are as follows:

Executive Directors

Dr. WANG Ching
Mr. WU Bin

Independent Non-Executive Directors

Dr. HUA Min
Mr. ONG Ka Thai
Mr. YICK Wing Fat, Simon

Other Non-Executive Directors

Mr. CAI Nongrui
Mr. CHEN Chi-chuan
Mr. LEE Tien-chieh
Mr. LIN Bin
Mr. TSENG Ta-mon
Dr. WANG Changhong

Hong Kong, 28 March 2008