

**AMENDMENT AGREEMENT
TO POI ESTABLISHMENT AGREEMENT**

This Amendment Agreement ("**Amendment Agreement**") is made on
12 November 2008

BETWEEN

AND

(Each a "**party**" and collectively the "**parties**")

RECITALS

- A. (formerly known as ")
and (formerly known as "
have entered into a POI Establishment Agreement dated 31 July 1995,
which has subsequently been amended by various amendment
agreements including the Amendment Agreement to POI
Establishment Agreement dated 15 August 2005 ("Previous
Amendment Agreement") (collectively, the "**POI Agreement**").
- B. The parties have agreed to extend the term of the POI Agreement and
wish to amend the POI Agreement as provided in this Amendment
Agreement.

THE PARTIES AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 This Amendment Agreement shall be an integral part of the POI
Agreement.

1.2 A term which is defined in the POI Agreement and used in this Amendment Agreement but not defined herein has the same meaning as used in the POI Agreement unless the context requires otherwise.

2. AMENDMENT

2.1 The parties hereby agree that clause 13 of the POI Agreement (as amended in clause 2.2 of the Previous Amendment Agreement and further amended in clause 2.2 of this Amendment Agreement below) and clause 3 of the Previous Amendment Agreement shall continue in full force and effect retrospectively from the Effective Date (as defined in clause 2.3 of this Amendment Agreement below) until the POI Agreement is terminated in accordance with the relevant provisions of the POI Agreement.

2.2 The parties agree, with retrospective effect from the Effective Date:

- (i) to delete clause 13.1 of the POI Agreement (as amended in the Previous Amendment Agreement) in its entirety and replace with the following:-

“13.1 Unless otherwise terminated in accordance with the relevant provisions of this POI Agreement, this POI Agreement shall continue in full force and effect for a period of three (3) years from 1 July 2008 (“**Initial Term**”) and thereafter will automatically renew for successive 3-year periods (each a “**Renewed Term**”) following the expiry of the Initial Term or the Renewed Term (as appropriate) unless terminated by either or giving to the other party at least twelve (12) month's written notice prior to such renewal (“**Minimum Notice Period**”). For the avoidance of doubt, (i) any notice given by a party which does not meet the Minimum Notice Period shall be void and this POI Agreement shall renew as aforesaid accordingly; and (ii) any valid termination notice given by a party shall only take effect

for the next Renewed Term.”;

- (ii) to delete clause 13.7 of the POI Agreement in its entirety; and
- (iii) to delete clause 16.1 of the POI Agreement in its entirety and replace with the following:-

“16.1 Neither party may assign, transfer or otherwise dispose of its rights and/or obligations under this Agreement without the prior written consent of the other party (which must not be unreasonably withheld) except that a party may assign (in whole or in part) its rights, transfer (in whole or in part) or otherwise dispose of (in whole or in part) its rights and/or obligations under this Agreement to any of its Affiliates at any time without the consent of the other party. For the purpose of this clause, “Affiliates” of a party means any entity which directly or indirectly owns, or is owned by, or is under common ownership with, a party, where ownership means at least 50% of the voting power of securities or interests in such entity.”

2.3 This Amendment Agreement shall be deemed to have commenced on 1 July 2008 (“**Effective Date**”).

3 GENERAL

3.1 Nothing in this Amendment Agreement shall in any way vary the POI Agreement unless expressly stated in this Amendment Agreement. Subject to the provisions of this Amendment Agreement, all the other provisions in the POI Agreement (including the Schedules) will continue to apply with full force and effect and the rights, obligations and liabilities of the parties under the POI Agreement shall remain valid, binding, subsisting and in full force and effect. The parties agree that the amendment set out in this Amendment Agreement will not affect and is without prejudice to the rights and remedies that a party may have accrued prior to the amendment.

- 3.2 If any provision of this Amendment Agreement is in breach of any applicable law, the parties must negotiate in good faith such amendments to this Amendment Agreement that are necessary or appropriate to ensure consistency between this Amendment Agreement and the applicable law.
- 3.3 The provisions of this Amendment Agreement shall remain in full force and effect during any negotiations under clause 3.2 until the commencement of an agreement replacing or amending this Amendment Agreement.
- 3.4 To the extent that any term and condition of this Amendment Agreement is inconsistent with the POI Agreement, this Amendment Agreement will prevail unless a contrary intention expressly appears.
- 3.5 This Amendment Agreement is governed by the laws of the Hong Kong Special Administrative Region ("Hong Kong").
- 3.5 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Amendment Agreement.

EXECUTED as an Agreement by the parties on the date first above written.

SIGNED

for and on behalf of

SIGNED

for and on behalf of