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If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Great Eagle Holdings Limited, you should at once hand this circular to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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Great Eagle Holdings Limited

鷹君集團有限公司

Incorporated in Bermuda with limited liability
(Stock Code: 41)

**DISCLOSEABLE TRANSACTION
ACQUISITION OF PROPERTIES**

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DEFINITIONS

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

Expressions	Meanings
“Acquisition”	the proposed purchase of the Property by the Purchaser under the Agreement;
“Agreement”	an agreement for sale and purchase and joint escrow instructions dated 19 October 2007 entered into between the Seller and the Purchaser in relation to the sale and purchase of the Property as amended by the Supplemental Agreement;
“Board”	the board of directors of the Company;
“Business Day”	all days of the year except Saturdays, Sundays, and holidays recognized by the Federal Reserve Bank of New York, banks and financial institutions in California, and banks and financial institutions in Hong Kong to the extent relating to Purchaser;
“Company”	Great Eagle Holdings Limited, a company incorporated in Bermuda with limited liability and the shares of which are listed on The Stock Exchange of Hong Kong Limited;
“Closing”	closing of the sale and purchase of the Property;
“Directors”	the directors of the Company;
“Escrow Company”	Chicago Title Company situated at 700 South Flower Street, Los Angeles, California 90017 U.S.A., an Independent Third Party;
“Gateway”	Gateway Huntington Property, LLC, a California limited liability company;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong Special Administrative Region of the People’s Republic of China;

DEFINITIONS

“Hotel”	a hotel known as “Ritz-Carlton Huntington Hotel & Spa” situated at the Hotel Parcel, containing 392 guest rooms (including 26 suites), 33,000 square feet of meeting and function space, an 11,000 square feet spa, fitness center, outdoor pool, and tennis courts, with a 5 Diamond rating from the American Automobile Association;
“Hotel Parcel”	certain land located at 1401 South Oak Knoll Avenue, Pasadena, California, U.S.A., which contains approximately 16 acres (gross), which interest to be acquired is fee simple absolute;
“Independent Third Parties”	independent third parties who, to the best of the Directors’ knowledge, information and belief having made all reasonable enquiry, are third parties independent of the Company and connected persons (as defined under the Listing Rules) of the Company;
“Inspection Period”	the period, from the date of the Agreement through 5:00 p.m. Los Angeles time on 12 November 2007, given to the Purchaser to examine, inspect and investigate the Property;
“Latest Practicable Date”	19 November 2007, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein;
“Listing Rules”	Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Manager”	The Ritz-Carlton Hotel Company, L.L.C., a Delaware limited liability company;
“Management Agreement”	Amended and Restated Management Agreement dated 1 July 2004 entered into between Oak Knoll and the Manager pursuant to which Manager manages the Hotel;
“Master Lease”	Lease and Assignment dated 31 December 2004 entered into between Gateway and Oak Knoll pursuant to which Gateway leases the Real Property to Oak Knoll;
“Oak Knoll”	Oak Knoll Hotel, LLC, a California limited liability company;

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“Property”	the Hotel and the Hotel Parcel together with various personal properties and rights of the Seller used in connection with the Hotel or its operation, including but not limited to furniture and fixtures, equipment and machinery, trademarks and service marks, consumables and inventory, permits and licences, maintenance and purchase contracts, guest rooms and banquet facilities reservation contracts, but excluding all personal properties bearing any “Ritz-Carlton” or “Ritz” name, logo or similar mark and any other property which the Manager owns or is otherwise entitled to retain under the Management Agreement;
“Purchaser”	Pacific Eagle Holdings Corporation, a California corporation, an indirect wholly-owned subsidiary of the Company;
“Real Property”	the Hotel Parcel and the Hotel;
“Seller”	collectively, Gateway and Oak Knoll, which together with their respective ultimate beneficial owners are Independent Third Parties;
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);
“Shareholders”	holder(s) of the shares of HK\$0.50 each in the share capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Supplemental Agreement”	a first amendment to agreement for sale and purchase and joint escrow instructions dated 12 November 2007 entered into by the Purchaser and the Seller;
“Title Company”	Chicago Title Company situated at 700 South Flower Street, Los Angeles, California 90017 U.S.A., an Independent Third Party;
“Title Policy”	an extended coverage owner’s title insurance policy to be issued by the Title Company in favor of the Purchaser showing the fee title in the Hotel Parcel to be vested in the Purchaser;
“U.S.A.”	United States of America;
“US\$”	United States dollars, the lawful currency of the U.S.A.; and

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“US GAAP” accounting principles generally accepted in the U.S.A.

Unless otherwise stated, all references in this circular to HK\$ are for information only and are referenced to Hong Kong Dollars based on an approximate exchange rate of US\$1 = HK\$7.8.

LETTER FROM THE BOARD



Great Eagle Holdings Limited

鷹君集團有限公司

Incorporated in Bermuda with limited liability
(Stock Code: 41)

Directors:

LO Ka Shui, *Chairman and Managing Director*
LO Kai Shui, *Deputy Managing Director*
LO TO Lee Kwan
CHENG Hoi Chuen, Vincent*
WONG Yue Chim, Richard*
LEE Pui Ling, Angelina*
LO Hong Sui, Antony
LAW Wai Duen
LO Hong Sui, Vincent
LO Ying Sui, Archie
KAN Tak Kwong

Registered Office:

Canon's Court
22 Victoria Street
Hamilton HM12
Bermuda

Principal Office:

33rd Floor, Great Eagle Centre
23 Harbour Road
Wanchai
Hong Kong

* *Independent Non-executive Directors*

23 November 2007

To the Shareholders

Dear Sir or Madam,

DISCLOSEABLE TRANSACTION ACQUISITION OF PROPERTIES

INTRODUCTION

By an announcement dated 23 October 2007, the Board announced that on 19 October 2007, the Purchaser, an indirect wholly-owned subsidiary of the Company, entered into the Agreement with the Seller, pursuant to which the Seller has agreed to sell and the Purchaser has agreed to buy the Property at the consideration of US\$170,000,000.

On 13 November 2007, the Board announced that on 12 November 2007, the Purchaser and the Seller entered into the Supplemental Agreement, pursuant to which certain material amendments were made to the Agreement.

The Acquisition constitutes a discloseable transaction for the Company under Rule 14.06 of the Listing Rules. The purpose of this circular is to provide Shareholders with further information in relation to the Acquisition and other information as required under the Listing Rules.

LETTER FROM THE BOARD

THE PURCHASE AND SALE AGREEMENT (AS AMENDED BY THE SUPPLEMENTAL AGREEMENT)

Date: 19 October 2007 (for the Agreement)
12 November 2007 (for the Supplemental Agreement)

Parties:

Seller : Gateway, a California limited liability company; and
Oak Knoll, a California limited liability company.

Purchaser : Pacific Eagle Holdings Corporation, a California corporation, an indirect wholly-owned subsidiary of the Company

Assets to be acquired:

The Real Property together with various personal properties and rights of the Seller used in connection with the Hotel or its operation, including but not limited to furniture and fixtures, equipment and machinery, trademarks and service marks, consumables and inventory, permits and licenses, maintenance and purchase contracts, guest rooms and banquet facilities reservation contracts, but excluding all personal properties bearing any "Ritz-Carlton" or "Ritz" name, logo or similar mark and any other property which the Manager owns or is otherwise entitled to retain under the Management Agreement. Seller has delivered to Purchaser a list of all Hotel assets owned or otherwise retained by Manager.

Consideration:

The purchase price of US\$170,000,000 was agreed through a competitive private bidding process, which was subsequently reduced to US\$165,000,000 pursuant to the Supplemental Agreement.

The purchase price shall be payable in cash in the following manner:

- (i) an initial earnest money deposit of US\$3,000,000 was deposited with Escrow Company by the Purchaser on 19 October 2007;
- (ii) an additional earnest money deposit of US\$3,500,000 was deposited with Escrow Company by the Purchaser on 13 November 2007; and
- (iii) the balance of US\$158,500,000, subject to the apportionment and adjustments provided for in the Agreement for the income and expenses of the Real Property as of 11:59 p.m. (Pacific Standard Time) on the date prior to the date of Closing, such as expenses under any contracts, rents, revenues, real estate taxes and assessments, utility charges, and other operating expenses attributable to the Real Property, shall be deposited with Escrow Company by the Purchaser not later than 10:00 a.m. (Los Angeles time) on the date of Closing.

LETTER FROM THE BOARD

The said earnest money deposit shall be applied to the purchase price at the Closing.

The Seller currently has certain construction work underway with respect to certain guest suites at the Hotel and the purchase price shall be reduced by 110% of the amount remaining to be paid for such construction work as of Closing. If the amount actually paid by Purchaser to complete such construction work is less than the amount of such reduction in the purchase price, Purchaser will be obligated to pay the difference to Seller.

In addition to the aforesaid purchase price, the Purchaser shall be responsible for payment of certain expenses as of Closing, including, inter alia, the followings:

- (i) a portion of the premium for the Title Policy in accordance with the custom in Los Angeles County, California;
- (ii) the cost of the new survey for the Hotel Parcel including any modifications made thereto; and
- (iii) 50% of all fees of the Escrow Company with respect to the Closing.

The purchase price will be partly funded from internal resources of the Company and partly from external financing.

Termination of the Agreement

The Purchaser may elect to proceed with the Acquisition only by giving written notice of approval to the Seller and Escrow Company on or before the expiration of the Inspection Period. The Supplemental Agreement constituted written notice of approval from the Purchaser to the Seller and the Escrow Company and accordingly, the Purchaser has elected to proceed with the Acquisition in accordance with the Agreement (and irrevocably waives any right to terminate the Agreement). The Inspection Period was deemed to have expired concurrently with the execution and delivery of the Supplemental Agreement by all parties.

Closing:

Closing of the Acquisition is conditioned upon, among other things:

- (a) compliance with all obligations required by the Agreement by the Purchaser and all material obligations required by the Agreement by the Seller as of the date of Closing;
- (b) issuance of the Title Policy to the Purchaser has been irrevocably committed by the Title Company;
- (c) termination of the Master Lease and delivery of written evidence of such termination into escrow; and

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- (d) termination of the Management Agreement and any other related agreements with the Manager relating to the Property and the Manager has vacated the premises in all material respects (except to the extent Manager is permitted to remain for purposes of performing transition obligations pursuant to the Agreement and the Management Agreement).

In addition, it was provided under the Supplemental Agreement that the Manager's continued operation of the Hotel until the Closing shall be a condition precedent to the Purchaser's obligations to consummate the Closing under the Agreement.

The Purchaser shall offer, or shall cause its management company to offer, before the Closing, employment at the Hotel to not less than 95% of all the then current employees of the Hotel which shall include all the then current hourly employees of the Hotel, at salaries and with benefits comparable with what each such employee shall be earning at the time of the Closing.

The Seller may, upon written notice to Purchaser, extend the date of the Closing to a date not later than 31 March 2008 to enable the Seller to satisfy all conditions precedent to the termination of the Management Agreement set forth therein. As at the Latest Practicable Date, the Purchaser did not receive any notice from the Seller requiring an extension of the date of Closing. Provided that all of the conditions precedent to the Closing as stated in Agreement have been satisfied or waived, the Closing is expected to take place on or before 8 January 2008.

REASONS FOR THE ACQUISITION

It is considered that the Acquisition is in the best interest of the Group since the Property can serve to further expand the hotel business of the Group. The terms of the Acquisition were arrived at through arm's length negotiations between the Seller and the Purchaser after a competitive bidding process. The Directors are of the view that the terms of the Agreement are fair and reasonable and the Acquisition is in the best interest of the Company and the Shareholders as a whole.

Based on the audited financial statements for the two years ended 30 June 2005 and 2006 respectively provided by the Seller, which were prepared based on the US GAAP (according to the representation of the Seller), the net profits before tax, interest and extraordinary items attributable to the Property for the two years ended 30 June 2006 were approximately US\$8,390,000 (approximately HK\$65,442,000) and US\$10,060,000 (approximately HK\$78,468,000) respectively. The said audited financial statements do not show the net profits after taxation and extraordinary items attributable to the Property and the value of the Property. The Seller has not provided any valuation report of the Property to the Company and the Company has not otherwise obtained a third party valuation report of the Property.

LETTER FROM THE BOARD

FINANCIAL EFFECT OF THE ACQUISITION

The Acquisition will not have any significant impact on the Group's assets and liabilities as a whole as the increase in property, plant and equipment will be offset by the decrease in cash and bank balances and/or increase in bank borrowings of the Group. Moreover, it is expected that there will be a positive impact to the earnings of the Group in the long run.

INFORMATION ON THE GROUP AND THE SELLER

The principal activities of the Group include property development and investment, hotel and restaurant operations, management of real estate investment trust, trading of building materials, share investment, provision of management and maintenance services, property management, insurance agency and fitness centre operation. Its investment in office properties extends to the U.S.A. and its hotel portfolio covers Hong Kong, North America, Europe, Australia and New Zealand.

Gateway is a California limited liability company engaging in the ownership of the Hotel Parcel and the Hotel and the leasing of the same to Oak Knoll.

Oak Knoll is a California limited liability company engaging in the leasing of the Hotel Parcel and the Hotel from Gateway and the operation of the Hotel.

The Company confirms that, to the best of the Directors' knowledge, information and belief and having made all reasonable enquiry, the Seller and its ultimate beneficial owners are Independent Third Parties and neither of them nor their respective associates has any shareholding in the Company.

GENERAL

As the applicable percentage ratios under Rule 14.07 of the Listing Rules in respect of the Acquisition exceed 5% but are below 25%, the Acquisition constitutes a discloseable transaction for the Company under the Listing Rules.

ADDITIONAL INFORMATION

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

Yours faithfully,
By Order of the Board
Great Eagle Holdings Limited
LO Ka Shui
Chairman and Managing Director

RESPONSIBILITY STATEMENT

This circular includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors collectively and individually accept full responsibility for the accuracy of the information contained in this circular with regard to the Company and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts with regard to the Company, the omission of which would make any statement in this circular misleading.

DISCLOSURE OF DIRECTORS' INTERESTS FOR THE COMPANY

Save as disclosed below, as of the Latest Practicable Date, none of the Directors or chief executive (if any) of the Company had, or was deemed to have any interests or short positions in the shares, underlying shares and debentures of the Company or any of its associated corporations (as defined in Part XV of the SFO) which was required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they were taken or deemed to have under such provisions of the SFO) or which were required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which were required pursuant to the Model Code for Securities Transactions by Directors of Listed Companies to be notified to the Company and the Stock Exchange.

Shares in the Company:

Name of Director	Number of shares (Long Positions)					Percentage of issued share capital (%)	*Outstanding Share Option	Other derivative interests
	Personal interests	Family interests	Corporate interests	Other interests	Total			
Lo Ka Shui	7,622,002	Nil	28,931,664 Note (2)	238,228,966 Note (1)	274,782,632	45.45	900,000	1,037,135 Note (6)
Lo Kai Shui	Nil	Nil	513,113 Note (3)	197,503,146 Note (1)	198,016,259	32.75	400,000	Nil
Lo To Lee Kwan	944,851	Nil	4,342,287 Note (4)	Nil	5,287,138	0.87	Nil	Nil
Cheng Hoi Chuen, Vincent	Nil	10,000	Nil	Nil	10,000	0.002	Nil	Nil
Lo Hong Sui, Antony	2,942	Nil	Nil	Nil	2,942	Nil	250,000	Nil
Law Wai Duen	242,596	Nil	Nil	197,503,146 Note (1)	197,745,742	32.71	150,000	Nil
Lo Hong Sui, Vincent	293	Nil	Nil	Nil	293	Nil	Nil	Nil
Lo Ying Sui, Archie	3,855,046	3,700	33,269,396 Note (5)	197,503,146 Note (1)	234,631,288	38.81	Nil	Nil
Kan Tak Kwong	848,070	Nil	Nil	Nil	848,070	0.14	420,000	Nil

* Details of share options granted to Directors are stated below under the section headed "Share options in the Company".

Notes:

- (1) The 197,503,146 shares of Mr. Lo Kai Shui, Madam Law Wai Duen and Dr. Lo Ying Sui, Archie and 197,503,146 shares of the 238,228,966 shares of Dr. Lo Ka Shui were the same parcel of shares.
- (2) These 28,931,664 shares were held by a company in which Dr. Lo Ka Shui had entire interest.
- (3) These 513,113 shares were held by a company in which Mr. Lo Kai Shui had entire interest.
- (4) These 4,342,287 shares were held by companies in which Mrs. Lo To Lee Kwan had entire interest.
- (5) These 33,269,396 shares were held by a company in which Dr. Lo Ying Sui, Archie had entire interest.
- (6) Dr. Lo Ka Shui has entered an agreement to purchase a 2-year Structured Note which is linked to shares of the Company and covering 1,037,135 shares.

Share options in the Company:

Name of Director	* Year of Grant	Number of share options granted	Options lapsed/ cancelled/ exercised	Number of share options outstanding	Percentage of issued share capital (%)
Lo Ka Shui	2005	300,000	Nil	300,000	0.05
	2007	600,000	Nil	600,000	0.10
Lo Kai Shui	2005	200,000	Nil	200,000	0.03
	2007	200,000	Nil	200,000	0.03
Lo Hong Sui, Antony	2005	50,000	Nil	50,000	0.01
	2007	200,000	Nil	200,000	0.03
Law Wai Duen	2005	50,000	Nil	50,000	0.01
	2007	100,000	Nil	100,000	0.02
Kan Tak Kwong	2005	120,000	Nil	120,000	0.02
	2007	300,000	Nil	300,000	0.05

* *Details of Options granted in each year*

Year	Date of grant	Vesting period	Exercise period	Subscription price per share (HK\$)
2005	17/03/2005	17/03/2005 – 17/03/2010	18/03/2007 – 17/03/2010	18.210
2007	04/01/2007	04/01/2007 – 04/01/2012	05/01/2009 – 04/01/2012	22.350

Other than as disclosed above, none of the Directors or their associates had any interest or short position in the shares or underlying shares of the Company and its associated corporations (within the meaning of Part XV of the SFO).

SUBSTANTIAL SHAREHOLDERS OF THE COMPANY

Save as disclosed below, as of the Latest Practicable Date, so far as is known to any Director or chief executive (if any) of the Company, no person (not being a Director or chief executive (if any) of the Company nor any member of the Group), has an interest or short position in the shares or underlying shares of the Company which would fall to be disclosed under the provisions of Divisions 2 and 3 of Part XV of the SFO (including interests and short positions which they are taken or deemed to have under such provision of the SFO) or who is directly or indirectly interested in 5% or more of the nominal value of any class of shares carrying rights to vote in all circumstances at general meetings of any other member of the Group.

Interests in the Company:

Name of Shareholder	Number of shares (Long Positions)	Percentage of Issued share capital (%)	Notes
KSL Management Limited	40,675,820	6.73	(1)
Surewit Finance Limited	40,675,820	6.73	(1)
Adscan Holdings Limited	33,269,396	5.50	(2)
HSBC International Trustee Limited	237,600,575	39.30	(3)
Powermax Agents Limited	143,082,768	23.66	(4)

Notes:

- (1) 40,675,820 shares of Surewit Finance Limited, a direct wholly-owned subsidiary of KSL Management Limited (“KSLM”), and 40,675,820 shares of KSLM were the same parcel of shares. 40,675,820 shares of KSLM were duplicated in the interests of Dr. Lo Ka Shui as described in Note (5). The said shares were held for a discretionary trust of which Dr. Lo Ka Shui was the founder.
- (2) These 33,269,396 shares held by Adscan Holdings Limited were duplicated in the interests of Dr. Lo Ying Sui who had entire interest in said company.

- (3) 197,503,146 shares of the 237,600,575 shares were the same parcel of shares as described in Note (5). HSBC International Trustee Limited (“HKIT”), as trustee of a discretionary trust in which the persons mentioned in Note (5) were the beneficiaries, were interested in said 197,503,146 shares. 40,675,820 shares of the 237,600,575 shares were the same parcel of shares as described in Note (1). The 2 companies mentioned in Note (1) were the wholly-owned subsidiaries of HKIT. The remaining shares were held by other trusts for which HKIT acted as the trustee.
- (4) These 143,082,768 shares held by Powermax Agents Limited were duplicated in the interests of HKIT. This company was a direct wholly-owned subsidiary of HKIT.
- (5) The 197,503,146 shares of Mr. Lo Kai Shui, Madam Law Wai Duen and Dr. Lo Ying Sui, Archie and 197,503,146 shares of the 238,228,966 shares of Dr. Lo Ka Shui were the same parcel of shares.

Other than as disclosed above, no notifications were received by the Company from any person (other than Directors) of having an interest or short position in the shares or underlying shares of the Company (within the meaning of Part XV of the SFO).

Interests in other members of the Group:

Kerry Properties Limited is indirectly interested in approximately 10.16% of the issued share capital of each of Fruitful Gain Limited, Missleton Finance Limited, Throng Limited and Horana Limited.

LITIGATION

As at the Latest Practicable Date, no member of the Group was engaged in any litigation, arbitration or claim of material importance and no litigation or claim of material importance was known to the Directors to be pending or threatened against the Company or any of its subsidiaries.

SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had a service contract or a proposed service contract with any member of the Group which is not expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

COMPETING BUSINESS INTERESTS OF DIRECTORS

As far as the Directors are aware, Mr. Lo Hong Sui, Vincent, a Director, is the Chairman of Shui On Construction and Materials Limited, a Hong Kong listed company which engages in asset management, construction, cement production, property development and venture capital investment in Hong Kong, Macau and Mainland China. Mr Lo is also the Chairman and Chief Executive Officer of Shui On Land Limited, a property company whose shares are listed on the Stock Exchange.

Save as disclosed in this section, as at the Latest Practicable Date, none of the Directors and their respective associates had any interest in a business apart from the Group’s business, which competes or is likely to compete directly or indirectly, with the Group’s business and would require disclosure under Rule 8.10 of the Listing Rules.

GENERAL

- (a) The secretary of the Company is Mr. Tsang Yiu Wing, Peter, who is a Fellow of both The Institute of Chartered Secretaries and Administrators in the United Kingdom and The Hong Kong Institute of Chartered Secretaries.
- (b) The Qualified Accountant of the Company is Mr. Kan Tak Kwong, who is a Fellow of the Hong Kong Institute of Certified Public Accountants.
- (c) The registered office of the Company is situated at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda.
- (d) The principal office of the Company is situated at 33rd Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong.
- (e) The principal share registrar and the transfer office of the Company is Butterfield Fund Services (Bermuda) Limited at Rosebank Centre, 11 Bermudiana Road, Pembroke HM08, Bermuda.
- (f) The branch share registrar and transfer office is Computershare Hong Kong Investor Services Limited at 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.
- (g) The English text of this circular shall prevail over the Chinese text.