

IN THE GRAND COURT OF THE CAYMAN ISLANDS

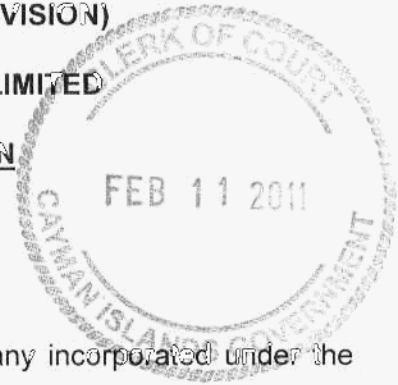
FINANCIAL SERVICES DIVISION

FSD NO. 246 OF 2010 - AJEF

IN THE MATTER OF THE COMPANIES LAW (2009/2010 REVISION)

AND IN THE MATTER OF TIMES PROPERTY HOLDINGS LIMITED

AMENDED WINDING UP PETITION



To: THE GRAND COURT OF THE CAYMAN ISLANDS

The humble petition of Highup Holdings Limited, a company incorporated under the laws of British Virgin Islands, having its registered office at P.O. Box 957, Offshore Incorporations Limited Centre, Road Town, Tortola, British Virgin Islands, PA Asset Opportunity IX Limited, a company incorporated under the laws of the British Virgin Islands, having its registered office at Commence Chambers, Road Town, Tortola, British Virgin Islands, PA Capital Opportunity II Limited, a company incorporated under the laws of the British Virgin Islands, having its registered office at Commence Chambers, Road Town, Tortola, British Virgin Islands, Sino-Ocean Land Capital Investment Limited, a company incorporated under the laws of the British Virgin Islands, having its registered office at P.O. Box 957, Offshore Incorporations Limited Centre, Road Town, Tortola, British Virgin Islands and Poplar Victory Limited, a company incorporated under the laws of the British Virgin Islands, having its registered office at Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (the "Petitioners"), shows that:-

1. Times Property Holdings Limited (the "Company") is an exempted limited liability company registered in the Cayman Islands on 14 November 2007 under the Companies Law (as amended) of the Cayman Islands (the "Companies Law").
2. The registered office of Times Propertythe Company is situated at the Offices of Codan Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands.
3. The total authorised share capital of the Company is HK\$380,000.00.

4. On 28 December 2007, ~~Times Property~~the Company entered into a Note Subscription and Rights Agreement ("**Subscription Agreement**") with Asiaciti Enterprises Ltd. ("**Asiaciti**"), Renowned Brand Investments Limited ("**Renowned Brand**"), East Profit Management Limited ("**East Profit**"), Mr Shum Chiu Hung ("**Mr Shum**"), Li Yiping and (in their capacity as lenders, defined in the Subscription Agreement as the "Investors"), Highup, PA Asset Opportunity IX Limited, PA Capital Opportunity II Limited and Sino-Ocean Land Capital Investment Limited. Poplar Victory Limited became party to the Subscription Agreement as an Investor by a deed of adherence dated 30 January 2008. The Subscription Agreement is governed by Hong Kong law.
5. Highup entered into the Subscription Agreement in the capacities of Investor, Security Trustee and Agent (each as defined in the Subscription Agreement) for all of the Petitioners, and is authorized to take action for and on behalf of the Petitioners pursuant to the provisions set out in clause 15 of the Subscription Agreement.
6. Pursuant to the Subscription Agreement, the Petitioners agreed to lend and Asiaciti agreed to borrow an aggregate principal amount of US\$200,000,000 (the "**Loan**") and Asiaciti agreed to issue redeemable exchange notes (the "**Notes**") to the Petitioners.
7. The Notes were issued to the Petitioners on 9 January 2008 and 30 January 2008.

Guarantee

8. Pursuant to clause 13 of the Subscription Agreement (the "**Guarantee Provisions**"), ~~Times Property~~the Company agreed to guarantee Asiaciti's performance of its obligations to the Petitioners pursuant to the Transaction Documents (as defined in the Subscription Agreement) and to indemnify each of the Petitioners against any loss suffered that Petitioner would otherwise have been able to recover from Asiaciti.
9. ~~Times Property~~The Company is therefore liable under the guarantee for redemption payments in respect of the Notes.

Security Arrangements

10. On 9 January 2008, various share mortgages (the “**Share Mortgages**”) were granted to Highup (in its capacity as Security Trustee and Agent for the Petitioners) pursuant to the Subscription Agreement as security for the Notes. The Share Mortgages were granted over shares in BVI companies¹ (the “**BVI Share Mortgages**”) and Hong Kong companies² (the “**Hong Kong Share Mortgages**”) and over shares in ~~Times Property~~the Company pursuant to a share mortgage granted by Asiaciti (the “**Asiaciti Share Mortgage**”). The BVI Share Mortgages are materially identical.

Events of Default under the Subscription Agreement

11. In accordance with condition 6(A) of the Notes, at any time after the occurrence of an Event of Default (as defined in clause 7.1 of the Subscription Agreement), the Petitioners are entitled to redeem the Notes in full, together with interest payable thereon in accordance with the terms of the Notes.

Panyu Acquisition and Panyu Loan

12. Clause 9.1 (b) of the Subscription Agreement prohibits each Relevant Company (as defined in the Subscription Agreement) “*without the prior written consent and approval of the Agent Director*” from making “*material asset acquisitions, capital expenditures, investment or cash outflows in excess of RMB300,000,000 in a single transaction or a series of transactions within any twelve (12) months*”

¹ The BVI Share Mortgages are as follows: (a) share mortgage granted by Mr Shum over his shareholding in Renowned Brand; (b) a share mortgage granted by Li Yiping over her shareholding in East Profit; (c) a share mortgage granted by Renowned Brand over its shareholding in Asiaciti; (d) a share mortgage granted by East Profit over its shareholding in Asiaciti; (e) a share mortgage granted by the ~~Times Property~~Company over its shareholding in Wisdom Sharp Investments Limited (“**Wisdom Sharp**”); (f) share mortgage granted by Wisdom Sharp over its shareholding in Million Sensor Management Limited (“**Million Sensor**”); (g) share mortgage granted by Wisdom Sharp over its shareholding in Heaven Town Holdings Limited (“**Heaven Town**”); (h) share mortgage granted by Wisdom Sharp over its shareholding in Grand Highway International Limited (“**Grand Highway**”);

² The Hong Kong Share Mortgages are as follows (a) a share mortgage granted by Million Sensor over its shareholding in Wah Tai (H.K.) Development Limited; (b) a share mortgage granted by Heaven Town over its shareholding in Times Development (HK) Company Limited; (c) a share mortgage granted by Grand Highway over its shareholding in Hong Kong Times Investment Limited.

period unless such expenditure is approved in the then current Approved Business Plan and Budget”.

13. In breach of clause 9.1 (b) of the Subscription Agreement, 广州市时代企业地产投资有限公司 ("**Guangzhou Times**"), a Relevant Company for the purposes of the Subscription Agreement, established a joint venture (the "**Joint Venture**") with another entity incorporated in the People's Republic of China in which Guangzhou Times owns seventy percent (70%) equity interest (the "**JV Partner**"); Guangzhou Times through the Joint Venture entered into an agreement to acquire ninety-nine percent (99%) equity interest of a company incorporated in the PRC which owns a partial stake in a piece of land in Panyu of the PRC (the "**Panyu Acquisition**"); Guangzhou Times invested approximately RMB540,000,000 for the transactions detailed above. In addition, Guangzhou Times lent RMB50,000,000 to the JV Partner (the "**Panyu Loan**").
14. The Panyu Acquisition and Panyu Loan were in breach of clause 9.1(b) of the Subscription Agreement and such breach entitled the Petitioners to serve a Notice of Default pursuant to the terms of the Subscription Agreement.

Notice of Default

15. On 21 August 2009, Highup, in its capacity as principal and Agent, served a notice of default (the "**Notice of Default**") on, among others, Asiaciti and Times Propertythe Company setting out particulars of the Event of Default constituted by the Panyu Acquisition and the Panyu Loan.

Service of the October Redemption Notice

16. On 28 October 2009, Highup, in its capacity as principal and Agent for and on behalf of the Petitioners, served a redemption notice on Asiaciti, pursuant to condition 6(A) of the Notes, requiring payment of the redemption price of US\$324,431,344.92 (being the principal amount of the Notes of US\$200,000,000 and all interest thereon as at the date of the Redemption Notice) within 10 Business Days of the Redemption Notice in accordance with the conditions of the Notes (the "**October Redemption Notice**").

17. The October Redemption Notice was not satisfied and to date no redemption payment has been made.
18. On 9 August 2010, Orrick, Highup's Hong Kong solicitors, wrote a letter of demand (the "Demand") to Asiaciti, Times Propertythe Company, Renowned Brand, East Profit and Mr Shum requiring payment of the DebtUS\$398,160,000, being the total redemption price determined pursuant to condition 6(B) of the Notes, within 10 Business Days and setting out various further breaches of the Subscription Agreement as set out in paragraph 2026 below.

Service of the January Redemption Notice

19. Pursuant to condition 6(A) of the Notes, the Petitioners were further entitled to demand that Asiaciti redeem the Notes if the Company did not complete a Qualified IPO (as defined in the Subscription Agreement) within 36 months following the Notes Date (defined in the Subscription Agreement). The Petitioners' entitlement to make a further demand pursuant to condition 6(A) of the Notes was not affected by its service of the October Redemption Notice.
20. The date falling 36 months after the Notes Date was 9 January 2011. The Company did not complete a Qualified IPO on or before 9 January 2011, and has not done so subsequently.
21. On 10 January 2011, Highup, in its capacity as Agent for and on behalf of the Petitioners, and without prejudice to the October Redemption Notice, served a further redemption notice on Asiaciti, pursuant to condition 6(A) of the Notes (the "January Redemption Notice"). The January Redemption Notice required Asiaciti to redeem the Notes at a redemption price of US\$444,802,278.49 (being the principal amount due under the Notes of US\$200,000,000 and all interest accrued thereon up to the 24 January 2011) within 10 Business Days (i.e. on or before 24 January 2011) in accordance with the conditions of the Notes.
22. The January Redemption Notice was served on Asiaciti at its office address in Guangzhou, PRC by cover of a letter dated 10 January 2011 which was countersigned by a representative of Asiaciti. The January Redemption Notice was also sent by facsimile to Asiaciti's office.

23. Pursuant to the January Redemption Notice, Asiaciti was requested to pay the Petitioners US\$444,802,278.49 on or before 24 January 2011. In accordance with condition 4(B) of the Notes, all payments in respect of the Notes must be paid not later than 4.00pm (Hong Kong time) on the due date.
24. As at the date of this Amended Petition the Petitioners have received no payments from Asiaciti pursuant to the January Redemption Notice.
25. ~~19.~~ Under the Guarantee Provisions, ~~Times Property~~ the Company is and remains indebted to the Petitioners in the amount of US\$421,154,856~~444,802,278.49~~ (the "Debt").

Other Events of Default

26. ~~20.~~ Since service of the Notice of Default on 21 August 2009, the Petitioners have become aware of numerous other breaches by the Warrantors (as defined in the Subscription Agreement) that of themselves represent further Events of Default under the Subscription Agreement.

(a) *Failure to deliver Accounts*

Under clause 6.1(a) of the Subscription Agreement, ~~Times Property~~ the Company must deliver to the Agent, audited consolidated trading and profit and loss accounts and audited balance sheets of the Group Companies within 120 days of the relevant financial year end and monthly financial reports. In breach of clause 6.1(a) and (b) of the Subscription Agreement, ~~Times Property~~ the Company has not delivered to Highup audited consolidated trading and profit and loss accounts and audited balance sheets of the Group Companies for the financial year ended 31 December 2009 and monthly financial reports for the month ended 30 September 2010;

(b) *Failure to deliver a Business Plan*

Under clause 6.2(a) of the Subscription Agreement, the Warrantors (as defined) must submit to the Agent a proposed business plan and budget of the Group Companies not less than 60 days prior to the commencement of each fiscal year.

The Warrantors have not delivered to Highup a proposed business plan and budget of the Group Companies for the financial year ending 31 December 2010;

(c) *Failure to hold Board Meetings*

Under clause 8.3 of the Subscription Agreement, board meetings shall occur at least on a quarterly basis. ~~in~~in breach of clause 8.3 of the Subscription Agreement, ~~Times Property~~the Company has failed to hold a meeting of the Board for twelve months;

(d) *Material Asset Acquisition*

Under clause 9.1(b) of the Subscription Agreement, the Relevant Companies are prohibited from making material asset acquisitions as set out in paragraph 14 above. In addition to the Panyu Acquisition and Panyu Loan, the Relevant Companies (as defined in the Subscription Agreement) have made further acquisitions in breach of Clause 9.1 (b).

(e) *Financial Indebtedness*

Under clause 9.1(i) of the Subscription Agreement, Relevant Companies are prohibited from incurring Financial Indebtedness (as defined in the Subscription Agreement) *in excess of RMB200,000,000 in a single transaction or a series of transactions within any twelve (12) months period unless such debt or financial obligation is approved in the then current Approved Business Plan and Budget.* In breach of Clause 9.1(i) of the Subscription Agreement, ~~Times Property~~the Company has incurred RMB1,387,000,000 of Financial Indebtedness;

(f) *Failure to perform*

Under Clause 12.4 of the Subscription Agreement, the Warrantors shall procure the full and punctual performance of all provisions in all the Transaction Documents (as defined in the Subscription Agreement). The Subscription Agreement is a Transaction Document. The Warrantors have breached, or have permitted the breach of the provisions of the Subscription Agreement as set out in the preceding paragraphs;

(g) *Changes to the Corporate Structure*

Under clauses 4.1 and 4.2 of the Subscription Agreement, a Relevant Company is prohibited from making a Restricted Transfer (as defined in the Subscription Agreement). In breach of clauses 4.1 and 4.2 there has been various changes in the corporate structure of the Times Group without the prior consent of Highup for and on behalf of the Petitioners.

Enforcement Action

27. ~~21.~~ In light of the Notice of Redemption, Asiatici's failure to repay the Debt and ~~Times Property~~the Company's failure to perform its obligations under the Guarantee Provisions, the Petitioners have taken steps to enforce their security.

28. ~~22.~~ As at today's date, none of the companies have given effect to the Share Mortgages and registered Highup as the holder of registered title to the charged shares.

THE PETITIONER THEREFORE HUMBLY PRAYS:-

1. That ~~Times Property~~the Company be wound up by the Court subject to the provisions of Part V of the Companies Law (20092010 Revision).
2. That Kris Beighton, Patrick Cowley and Edward Simon Middleton each of KPMG, Century Yard, Cricket Square, PO Box 493, Grand Cayman KY1-1106, Cayman Islands ("Kris Beighton") and 27th Floor Alexandra House, 18 Chater Road, Central, Hong Kong ("Patrick Cowley and Edward Simon Middleton") be appointed as joint official liquidators ("**Joint Official Liquidators**") and be authorised to exercise all the powers set out in Section 110 (2) and Part I and II of the Third Schedule to the Companies Law (20092010 Revision) without further sanction or intervention of this Honourable Court.
3. That the Joint Official Liquidators be authorised to do any act or thing considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs.

4. That the Joint Official Liquidators do file with the Clerk of the Court a report in writing of the position of and the progress made with the winding up of the Company and with the realisation of the assets thereof and as to any other matters connected to the winding up of the Company, in accordance with Order 10 of the Companies Winding Up Rules ~~2008,2008~~ (as amended), or at such further and other times as the Court may direct.
5. That the Joint Official Liquidators be at liberty to employ attorneys, counsel and professional advisors whether in the Cayman Islands or elsewhere as they may consider necessary to advise and assist them in the performance of their duties and on such terms as they may think fit.
6. That the Joint Official Liquidators and their staff be remunerated for their professional services and time in accordance with Part III of the Insolvency Practitioners Regulations 2008.
7. That the Joint Official Liquidators have liberty to apply for such further directions with respect to the winding up of the Company and its affairs and the conduct of the liquidation as they shall consider necessary from time to time.
8. The costs of and incidental to this Petition be paid forthwith from the assets of the Company.
9. Such further and/or other relief as this Honourable Court deems appropriate.

AND your Petitioner will ever pray etc.

Dated the 11th day of November 2010

REDATED the 11th February 2011



WALKERS

Attorneys at Law for the Petitioner

NOTE: This petition is intended to be served on the Registrar of Companies

NOTICE OF HEARING

TAKE NOTICE THAT the hearing of this Amended Petition will take place at the Law Courts, George Town, Grand Cayman on 10th March 2011 at 10.00 am.

Any correspondence or communication with the Court relating to the hearing of this Petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, Telephone 345 949 42964296.

This Petition is presented filed by Walkers, Attorneys at Law, of Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001. Attorneys at Law for the Petitioner Petitioners whose address for service is care of their said Attorneys.