

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 189 OF 2001

IN THE MATTER OF THE COMPANIES LAW (2000 REVISION)

AND

IN THE MATTER OF GOTRADE.COM, INC.



PETITION



TO: HER MAJESTY'S GRAND COURT OF THE CAYMAN ISLANDS

SHOWETH as follows:

The Petition of **ASIAN NEW ISSUE FUND**, c/o 31st Floor, NatWest Tower, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the "Petitioner")

1. **GoTrade.com, Inc.** (the "Company") was incorporated under the Companies Law of the Cayman Islands on the 13th July 1999 as a company limited by shares.
2. The registered office of the Company is situate at c/o Maples & Calder, P.O. Box 309 GT, Grand Cayman, British West Indies.
3. The Company is indebted to the Petitioner in the sum of US\$1,000,000 plus interest at the rate of 5% per annum pursuant to the terms of a Mandatorily Convertible and Redeemable Secured 5% Note due 17th May 2002 dated 18th May 2000 (the "Note"). The Note was purchased by the Petitioner from the Company pursuant to the terms of a Mandatorily Convertible and Redeemable Secured 5% Notes Purchase Agreement dated 5th May 2000 entered into among the Company, the Petitioner, AIG Midas Asian High-Tech Fund and Midas Global Diversified Investment Ltd. (the "Agreement"). Pursuant to the Agreement, the Petitioner, AIG Midas Asian High-Tech Fund and Midas Global Diversified Investment Ltd. (collectively, the "AIG Funds") agreed to purchase and the Company agreed to sell Mandatorily Convertible and Redeemable Secured 5% Notes in

identical terms save for the amount of principal debt (as detailed below) (the "Notes"). Subject to further contractual, redemption and default clauses contained within the Agreement and the Notes, the Notes were to become due on their maturity date of 17th May 2002.

4. The AIG Funds purchased individually the following Notes from the Company, in the following denominations:

The Petitioner	US\$1,000,000 principal
AIG Midas Asian High-Tech Fund	US\$500,000 principal
Midas Global Diversified Investment Limited	US\$500,000 principal

5. Pursuant to the terms of the Agreement (Clause 1) and the Notes, the Notes are to bear interest at the rate of 5% per annum from 1st August 2000 until maturity, conversion or redemption pursuant to their terms.
6. Pursuant to the terms of the Notes (page 4 of the Notes):

"This Security shall be redeemable at its principal amount plus accrued interest to the date of redemption upon 30 days' notice by the Holder to the Company, if the closing of the initial public offering of the shares of the Company has not occurred by the close of business in Hong Kong on October 31, 2000 provided that such notice for redemption may not be given until after October 31, 2000."

Substantially the same provision also appears at clause 6.5 of the Agreement.

7. As of the close of business in Hong Kong on 31st October 2000, the Company had failed to close its initial public offering of the shares of the Company. As a result of this failure and in accordance with the terms of the Agreement and the Notes, the AIG Funds (including the Petitioner) served by hand on the Company notices for redemption for the Notes on 1st November 2000. The Company was thereafter required to pay the principal amount of the Notes plus accrued interest at the date of redemption within thirty days of the Company receiving the said notices for redemption. Thirty days thereafter, the Company failed to pay the aforesaid amounts. Accordingly, the Company became indebted to the Petitioner and to the other AIG Funds.

8. Further or alternatively, after negotiations and correspondence between the Company and the AIG Funds, the following pro rata repayment schedule for the debts due to the AIG Funds was proposed by the Company by way of a letter from their co-chairperson, Mr. Frank Bi, dated 17th January 2001:

- (a) first repayment of US\$500,000 to be paid by the Company to the AIG Funds by 15th February 2001;
- (b) second repayment of US\$500,000 to be paid by the Company to the AIG Funds by 31st March 2001; and
- (c) third repayment of US\$1,000,000 being the remainder of the amount outstanding and due under the Notes plus the further payment in respect of accrued interest under the Notes to be paid by 30th June 2001.

It was further agreed between the Company and the AIG Funds that should the Company fail to make any of the above repayments, the whole amount due under the Notes would become immediately due and payable.

9. The Company failed to make the first repayment of US\$500,000 by 15th February 2001. Accordingly, the entire amount under the Notes has, again, become due and payable.

10. On 19th February 2001 the Petitioner and the other AIG Funds served Statutory Demands at the registered office of the Company. Further, on 22nd February 2001 the Petitioner and the other AIG Funds served by fax and courier copies of the covering letter and accompanying Statutory Demands on the Company's offices in Hong Kong and in Beijing, the People's Republic of China. The courier packages containing the covering letter and the accompanying Statutory Demands were delivered at the Company's offices in both Hong Kong and Beijing on February 26, 2001.

11. To date, the Company has neglected to pay or satisfy the said debt due to the Petitioner (as well as the debts due to the other AIG Funds) or to make any satisfactory offer to the Petitioner to serve or compound the same.

12. To conclude, the Company is unable to pay its debts as they fall due.

13. In the circumstances, it is just and equitable that the Company should be wound up.

THE PETITIONER THEREFORE HUMBLY PRAYS as follows: -


- (1) That the Company be wound up by the Court subject to the provisions of Part V of the Companies Law (2000 Revision);
- (2) That Christopher Dorrien Johnson and Nicholas Freeland of PriceWaterhouseCoopers, Chartered Accountants be appointed jointly and severally Official Liquidators of the Company and that the Joint Official Liquidators be authorised to do any acts or things considered by them to be necessary or desirable in connection with the liquidation of the Company and the winding up of its affairs;
- (3) That the Joint Official Liquidators be authorised to exercise all the powers set out in Section 109 of the Companies Law (2000 Revision) without further sanction or intervention of this Honourable Court;
- (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, every twelve calendar months or as the Court may from time to time 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 out of the assets of the Company at the following hourly rates such remuneration to be approved by this Honorable Court:-

	US\$
(i) Partners	425
(ii) Senior Manager	315
(iii) Manager	250-280
(iv) Assistant Manager	220
(v) Senior Accountant	170
(vi) Staff Accountant	135

(7) Such further and/or other relief as this Honourable Court deems appropriate.

AND YOUR PETITIONER will ever pray etc.

DATED this 28th day of March 2001.



FOR AND ON BEHALF OF
ASIAN NEW ISSUE FUND

NOTE: This Petition is intended to be served on the Company and the Registrar of Companies.

INDORSEMENT

This Petition, having been presented to the Grand Court of the Cayman Islands on the day of
2001 will be heard at the Grand Court of the Cayman Islands on:

DATE:

TIME:

(or as soon thereafter as the Petition can be heard).

THIS PETITION is filed by Walkers, Attorneys-at-Law for the Petitioner herein, whose address for service is that of its said Attorneys-at-Law, Walker House, P.O. Box 265, George Town, Grand Cayman, Cayman Islands.