

## UNDERWRITERS

### International Placing Underwriters

Kingsway Financial Services Group Limited  
China Everbright Securities (HK) Limited  
UOB Kay Hian (Hong Kong) Limited  
CCB International Capital Limited  
First Shanghai Securities Limited  
Kingston Securities Limited  
SBI Crosby Limited  
VC Brokerage Limited

### Hong Kong Public Offer Underwriters

Kingsway Financial Services Group Limited  
China Everbright Securities (HK) Limited  
UOB Kay Hian (Hong Kong) Limited  
CCB International Capital Limited  
First Shanghai Securities Limited  
KCG Securities Asia Limited  
KGI Capital Asia Limited  
Kingston Securities Limited  
Polaris Capital (Asia) Limited  
VC Brokerage Limited

## UNDERWRITING ARRANGEMENTS AND EXPENSES

### Hong Kong Public Offer

#### *Hong Kong Public Offer Underwriting Agreement*

Our Company initially offers 30,000,000 Hong Kong Public Offer Shares (subject to reallocation) for subscription by way of the Hong Kong Public Offer on and subject to the terms and conditions of this prospectus and the Application Forms.

Subject to (i) the Listing Committee granting listing of, and permission to deal in, the Shares not later than 11 June 2007 (or such later date as the Global Co-ordinator (on behalf of the Hong Kong Public Offer Underwriters) may agree but no later than 28 June 2007) and (ii) certain other conditions set out in the Hong Kong Public Offer Underwriting Agreement, the Hong Kong Public Offer Underwriters have severally agreed to apply, or procure applications, on the terms and subject to the conditions of this prospectus and the related Application Forms, for the Hong Kong Public Offer Shares not taken up under the Hong Kong Public Offer.

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## *Grounds for termination*

The obligations of the Hong Kong Public Offer Underwriters to subscribe or procure subscribers for the Hong Kong Public Offer Shares will be subject to termination by notice in writing from the Global Co-ordinator (for itself and on behalf of the Hong Kong Public Offer Underwriters) if any of the following events occur prior to 8:00 a.m. on the Listing Date:—

- (1) there has come to the notice of the Global Co-ordinator:—
  - (a) that any statement, reasonably considered by the Global Co-ordinator to be material, contained in this prospectus, the Application Forms, the preliminary prospectus in relation to the Share Offer was when the same was issued, or has become, untrue, incorrect or misleading in any material respect; or
  - (b) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, constitute an omission therefrom reasonably considered by the Global Co-ordinator to be material to the Share Offer; or
  - (c) any material breach of any of the obligations imposed upon any party to the Hong Kong Public Offer Underwriting Agreement or the International Placing Underwriting Agreement (other than on any of the Hong Kong Public Offer Underwriters or the International Placing Underwriters or the Global Co-ordinator); or
  - (d) any change or development involving a prospective change in the conditions, business affairs, prospects or the financial or trading position of the Group as a whole; or
  - (e) any breach, considered by the Global Co-ordinator to be material, of any of the warranties under the Hong Kong Public Offer Underwriting Agreement;
- (2) there shall develop, occur, exist or come into effect:—
  - (a) any event, or series of events, beyond the control of the Hong Kong Public Offer Underwriters (including, without limitation, acts of government, strikes, lock-outs, fire, explosion, flooding, civil commotion, acts of war, acts of God, acts of terrorism, riot, public disorder, economic sanctions, outbreak of diseases or epidemics including SARS and avian influenza and such related/mutated forms or interruption or delay in transportation) which in the opinion of the Global Co-ordinator has or would have the effect of making any part of the Hong Kong Public Offer Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the

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processing of applications and/or payments pursuant to the Hong Kong Public Offer or pursuant to the underwriting thereof; or

- (b) any change or development involving a prospective change, or any event or series of events likely to result in any change or development involving a prospective change in local, national, international, financial, economic, political, military, industrial, fiscal, regulatory or market conditions and matters and/or disaster or any monetary or trading settlement systems (including any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ National Market or any of the stock exchanges in China, or a material fluctuation in the exchange rate of Hong Kong dollars against any foreign currency, or any interruption in securities settlement or clearance service or procedures in Hong Kong or anywhere in the world); or
- (c) any new law or regulation or change or development involving a prospective change in existing laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in Hong Kong or any other jurisdictions relevant to any member of the Group (the “**Specific Jurisdictions**”); or
- (d) the imposition of economic sanctions, in whatever form, directly or indirectly, by, or for the U.S. or by the EU (or any member thereof) on Hong Kong or any of the Specific Jurisdictions; or
- (e) a change or development occurs involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong or any of the Specific Jurisdictions; or
- (f) any change or development involving a prospective change, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in this prospectus; or
- (g) any litigation or claim of material importance of any third party being threatened or instigated against any member of the Group; or
- (h) a valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (i) any loss or damage sustained by any member of the Group (howsoever caused and whether or not the subject of any insurance or claim against any person); or

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- (j) a petition is presented for the winding-up or liquidation of any member of the Group or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (k) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary of Hong Kong and/or the Hong Kong Monetary Authority or other competent authority) or any of the Specific Jurisdictions,

which in the sole opinion of the Global Co-ordinator (for itself and on behalf of the Hong Kong Public Offer Underwriters) (1) is or will have or could be expected to have an adverse effect on the business, financial or other conditions or prospects of the Group as a whole or in the case of paragraph (e) above, to any present or prospective Shareholder in his, her or its capacity as such; (2) has or will have or could reasonably be expected to have an adverse effect on the success, marketability or pricing of the Share Offer or the level of applications under the Hong Kong Public Offer or the level of interest under the International Placing; or (3) makes it inadvisable, inexpedient or impracticable for the Share Offer to proceed.

### *Our undertakings*

Our Company has undertaken to the Hong Kong Public Offer Underwriters and each of them that we shall not, and each of our Controlling Shareholders and those Existing Shareholders which are beneficially owned by our Directors or individuals having relationship with our Directors, and the respective beneficial owners of such Existing Shareholders, namely Plenty Gold Holdings Limited, Mr. ZHANG Kaihong, Precise Asia Global Limited, Mr. SHI Borong, Top Benefits International Limited, Mr. ZHANG Aogen, Profit Best International Limited, Mr. CHEN Minru, Success Zone Limited, Mr. YANG Lianming, Oriental Best Trading Limited, Mr. ZHANG Zengquan, Glorious Crest Limited and Mr. YANG Huanrong, has, jointly and severally, undertaken to the Hong Kong Public Offer Underwriters and each of them to procure, except pursuant to the Share Offer (including the Over-allocation Option) and the issue of new Shares pursuant to the exercise of any option which may be granted under the Share Option Scheme and save as mentioned in this prospectus or with the prior written consent of the Global Co-ordinator (on behalf of the Hong Kong Public Offer Underwriters), and unless in compliance with the requirements of the Listing Rules, we shall not, and shall procure that our subsidiaries shall not, allot or issue, or agree to allot or issue, any Shares or securities convertible into equity securities of our Company (whether or not of a class already listed) (including warrants or other convertible or exchangeable securities), or grant or agree to grant any options, warrants or other rights to subscribe for or otherwise acquire any securities or convertible or exchangeable into Shares or our other securities, or repurchase Shares or our other securities, or enter into any swap or other arrangement that transfers, in whole

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or in part, any of the economic consequences of ownership of any Shares, or offer to or agree to do any of the foregoing or announce any intention to do so within six months from the Listing Date (whether or not such issue of Shares or securities will be completed within six months from the Listing Date) and in the event that we do any of the foregoing by virtue of the aforesaid consent or exceptions or during the period of six months immediately following the expiry of the first six-month period after the Listing Date, we shall take all reasonable steps to ensure that any such act will not create a disorderly or false market for any Shares or our other securities.

Pursuant to rule 10.08 of the Listing Rules, except pursuant to the Share Offer or any issue of Shares or securities in compliance with rules 10.08(1) to (4) of the Listing Rules, we shall not, at any time within six months from the Listing Date, issue any Shares or other securities convertible into equity securities of our Company or enter into any agreement or arrangement to issue such Shares or securities (whether or not such issue of Shares or securities will be completed within six months from the Listing Date).

## **International Placing**

### *International Placing Underwriting Agreement*

Our Company initially offers 220,000,000 International Placing Shares (subject to reallocation and the Over-allocation Option) for subscription, and the Selling Shareholders initially offers 50,000,000 International Placing Shares (subject to the Over-allocation Option), of which 33,333,382 International Placing Shares are to be sold by Power Active and 16,666,618 International Placing Shares are to be sold by Prax Capital, for sale, by way of the International Placing on and subject to the terms and conditions of this prospectus. In connection with the International Placing, it is expected that our Company and the Selling Shareholders will enter into the International Placing Underwriting Agreement on terms and conditions that are substantially similar to the Hong Kong Public Offer Underwriting Agreement as described above and on the additional terms described below. Under the International Placing Underwriting Agreement, the International Placing Underwriters will severally agree to subscribe, purchase or procure subscribers for or purchasers of, the International Placing Shares.

Our Company and the Selling Shareholders will grant to the Global Co-ordinator the Over-allocation Option, exercisable by the Global Co-ordinator, no later than 30 days from 1 June 2007, being the last date for lodging of applications under the Hong Kong Public Offer at the final Offer Price in connection with over-allocation in the International Placing, if any.

### *Our undertakings*

It is expected that pursuant to the International Placing Underwriting Agreement, our Company will give similar undertakings as those given pursuant to the Hong Kong Public Offer Underwriting Agreement as described under “Hong Kong Public Offer” above.

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## Undertakings given by our Existing Shareholders and the Selling Shareholders

Pursuant to the Underwriting Agreements, each of our Controlling Shareholders and those Existing Shareholders which are beneficially owned by our Directors or individuals having relationship with our Directors, and the respective beneficial owners of such Existing Shareholders, namely Plenty Gold Holdings Limited, Mr. ZHANG Kaihong, Precise Asia Global Limited, Mr. SHI Borong, Top Benefits International Limited, Mr. ZHANG Aogen, Profit Best International Limited, Mr. CHEN Minru, Success Zone Limited, Mr. YANG Lianming, Oriental Best Trading Limited, Mr. ZHANG Zengquan, Glorious Crest Limited and Mr. YANG Huanrong, has, jointly and severally, undertaken to our Company and the Underwriters and each of them that without the prior written consent of the Global Co-ordinator (on behalf of the Underwriters), he or it shall not, directly or indirectly, and shall procure that the relevant registered holder(s) shall not in the period commencing on the date of this prospectus and ending on a date which is fifteen months from the Listing Date:—

- (a) transfer or dispose of, nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interests or encumbrances (including the creation or entry into of any agreement to create any pledge or charge) in respect of any of those securities in respect of which he or it is shown by this prospectus to be the beneficial owner(s) or any interest in such securities (which includes any interest in a company which holds any such securities) or securities that constitute or confer the right to receive such securities or securities convertible into or exercisable or exchangeable for or repayable with such securities; or
- (b) enter into a swap agreement or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such securities, whether any such swap agreement or other agreement or transaction is to be settled by delivery of such securities or other securities, in cash or otherwise; or
- (c) agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (a) and (b) above; or
- (d) announce any intention to enter into or effect any of the transactions referred to in paragraphs (a), (b) or (c) above.

For the avoidance of doubt, the above undertakings do not apply to the transactions contemplated under the Stock Borrowing Agreement.

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Each of the following Existing Shareholders, and the respective beneficial owners of such Existing Shareholders, namely Easy Express Limited, Mr. RUAN Mansheng, Super View Investments Limited, Mr. GAO Xinkun, Mark Victory Limited, Mr. HU Shijin, High Profit Capital Limited, Mr. SHE Rensong, Centre Wealth Limited and Mr. ZHOU Jianzhong, has given the above non-disposal undertakings, jointly and severally, by way of separate confirmations, to our Company and the Underwriters commencing from the date of this prospectus and ending on a date which is fifteen months from the Listing Date.

Each of the Selling Shareholders will give, severally, the above non-disposal undertakings to our Company and the International Placing Underwriters for a period commencing from the date of this prospectus and ending on a date which is twelve months from the Listing Date.

## **Underwriting commission**

The Underwriters will receive a commission of 3.00 per cent. (if the final Offer Price is not less than HK\$1.62) or 2.75 per cent. (if the final Offer Price is less than HK\$1.62) of the aggregate Offer Price of the Offer Shares (including Shares to be issued or sold pursuant to the Over-allocation Option). In consideration of the Sponsor's services in sponsoring the Share Offer, the Sponsor will also receive a financial advisory fee. The underwriting commission is to be borne by our Company and the Selling Shareholders in proportion to the number of the Offer Shares issued or sold by each of them. The financial advisory fee and the underwriting commission to be borne by our Company, together with the listing fee, the Stock Exchange trading fee, the SFC transaction levy, legal and other professional fees, printing and other expenses relating to the Share Offer, which are currently estimated to be approximately HK\$33 million in aggregate (based on an Offer Price of HK\$1.70 per Share, being the mid-point of the stated range of the Offer Price of between HK\$1.48 and HK\$1.92 per Share and the assumption that the Over-allocation Option is not exercised), are to be borne by our Company solely.

## **UNDERWRITERS' INTERESTS IN OUR COMPANY**

Save as disclosed above and other than pursuant to the Underwriting Agreements, none of the Underwriters has any shareholding in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.