

**A. FURTHER INFORMATION ABOUT OUR COMPANY****1. Incorporation**

Our Company was incorporated as an exempted company in the Cayman Islands under the Cayman Islands Company Law with limited liability on May 29, 2012. Our principal place of business is 3/F, Tsui Wah Group Centre, 50 Lai Yip St., Ngau Tau Kok, Kowloon, Hong Kong and we were registered as an overseas company in Hong Kong under Part XI of the Companies Ordinance on October 11, 2012. Mr. YANG Dong John has been appointed as our authorized representative in Hong Kong.

As we were incorporated in the Cayman Islands, we operate subject to Cayman Islands law and our constitution comprising the Memorandum and Articles of Association. A summary of various provisions of our constitution and relevant aspects of the Cayman Islands Company Law is set out in Appendix III to this prospectus.

**2. Changes in share capital of our Company**

Our Company was incorporated on May 29, 2012. As at the date of incorporation, our Company had an authorized share capital of HK\$100,000,000, divided into 10,000,000,000 Shares of HK\$0.01 each. On the same date, one Share was issued for cash at par to Codan Trust Company (Cayman) Limited, which subsequently transferred the said Share to Cui Fa.

On June 29, 2012, Cui Fa, Ample Favour, Victor Leap, Macca Investment and Mr. Chau subscribed for 157,818,399 Shares, 17,081,600 Shares, 12,691,200 Shares, 12,000,000 Shares and 408,800 Shares, respectively, at par for cash.

On November 5, 2012, our Shareholders resolved that conditional upon the share premium account of our Company being credited as a result of the allotment and issue of the Offer Shares pursuant to the Global Offering, our Directors were authorized to capitalize an amount of HK\$8,000,000 standing to the credit of the share premium account of our Company by applying such sum in paying up in full at par 800,000,000 Shares for allotment and issue to the Shareholders whose names appeared in the register of members of our Company at close of business on November 2, 2012.

Assuming that the Global Offering and the Capitalization Issue become unconditional and the issue of Shares is made pursuant thereto without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme, the issued share capital of our Company immediately following the completion of the Global Offering and Capitalization Issue will be HK\$13,333,340 divided into 1,333,334,000 Shares, fully paid or credited as fully paid.

Save as aforesaid and as mentioned in “— 4. Written Resolutions of our Shareholders passed on November 5, 2012” below, there has been no alternation in the share capital of our Company since the date of its incorporation.

**3. Changes in share capital of our subsidiaries**

Our subsidiaries are listed in “History, Development and Reorganization — Our Group Companies” in this prospectus above. The following alterations in the share capital or the registered capital of the subsidiaries of our Company have taken place within two years preceding the date of this prospectus:

**(a) Happy Billions**

- (i) As of the date of its incorporation on July 18, 2011, the authorized share capital of Happy Billions was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On August 30, 2011, the issued share capital of Happy Billions increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Happy Billions since August 30, 2011.

**(b) Green Wave**

- (i) As of the date of its incorporation on January 6, 2006, the authorized share capital of Green Wave was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On November 2, 2010, the issued share capital of Green Wave increased from HK\$3 divided into 3 shares of HK\$1 each to HK\$100 divided into 100 shares of HK\$1 each.
- (iii) On October 17, 2011, the issued share capital of Green Wave increased from HK\$100 divided into 100 shares of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Green Wave since October 17, 2011.

**(c) Euro Success**

- (i) As of the date of its incorporation on January 6, 2006, the authorized share capital of Euro Success was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On September 16, 2009, the issued share capital of Euro Success increased from HK\$3 divided into 3 shares of HK\$1 each to HK\$1,225 divided into 1,225 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Euro Success since September 16, 2009.

**(d) TW Restaurant Holding**

- (i) As of the date of its incorporation on August 12, 1993, the authorized share capital of TW Restaurant Holding was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On February 5, 1994, the issued share capital of TW Restaurant Holding increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$4 divided into 4 shares of HK\$1 each.

- (iii) On September 16, 2009, the issued share capital of TW Restaurant Holding increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$390 divided into 390 shares of HK\$1 each.
- (iv) On October 17, 2011, the issued share capital of TW Restaurant Holding increased from HK\$390 divided into 390 shares of HK\$1 each to HK\$9,400 divided into 9,400 shares of HK\$1 each.
- (v) There has been no change in the share capital of TW Restaurant Holding since October 17, 2011.

**(e) Win Idea**

- (i) As of the date of its incorporation on July 25, 1989, the authorized share capital of Win Idea was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On October 5, 1989, the authorized share capital of Win Idea increased from HK\$10,000 divided into 10,000 shares of HK\$1 each to HK\$600,000 divided into 600,000 shares of HK\$1 each.
- (iii) On October 5, 1989, the issued share capital of Win Idea increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$600,000 divided into 600,000 shares of HK\$1 each.
- (iv) On October 31, 2011, the authorized and issued share capital of Win Idea increased from HK\$600,000 divided into 600,000 shares of HK\$1 each to HK\$1,400,000 divided into 1,400,000 shares of HK\$1 each.
- (v) There has been no change in the share capital of Win Idea since October 31, 2011.

**(f) Senfield**

- (i) As of the date of its incorporation on March 16, 1998, the authorized share capital of Senfield was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On September 16, 2009, the issued share capital of Senfield increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) On July 18, 2011, the issued share capital of Senfield increased from HK\$10 divided into 10 shares of HK\$1 each to HK\$1,000 divided into 1,000 shares of HK\$1 each.
- (iv) On October 17, 2011, the issued share capital of Senfield increased from HK\$1,000 divided into 1,000 shares of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (v) There has been no change in the share capital of Senfield since October 17, 2011.

**(g) Billioncom**

- (i) As of the date of its incorporation on September 7, 1998, the authorized share capital of Billioncom was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On October 8, 1998, the issued share capital of Billioncom increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$4 divided into 4 shares of HK\$1 each.

- (iii) On September 16, 2009, the issued share capital of Billioncom increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$100 divided into 100 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Billioncom since September 16, 2009.

**(h) Kenglory**

- (i) As of the date of its incorporation on December 5, 1996, the authorized share capital of Kenglory was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On December 18, 1996, the issued share capital of Kenglory increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$4 divided into 4 shares of HK\$1 each.
- (iii) On September 16, 2009, the issued share capital of Kenglory increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$225 divided into 225 shares of HK\$1 each.
- (iv) On October 17, 2011, the issued share capital of Kenglory increased from HK\$225 divided into 225 shares of HK\$1 each to HK\$9,000 divided into 9,000 shares of HK\$1 each.
- (v) There has been no change in the share capital of Kenglory since October 17, 2011.

**(i) Sky Oasis**

- (i) As of the date of its incorporation on December 10, 2004, the authorized share capital of Sky Oasis was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On December 30, 2004, the issued share capital of Sky Oasis increased from HK\$1 divided into 1 share of HK\$1 each to HK\$8 divided into 8 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Sky Oasis since December 30, 2004.

**(j) Happy Oasis**

- (i) As of the date of its incorporation on October 6, 2004, the authorized share capital of Happy Oasis was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On October 28, 2004, the issued share capital of Happy Oasis increased from HK\$1 divided into 1 share to HK\$7 divided into 7 shares of HK\$1 each.
- (iii) On January 18, 2005, the issued share capital of Happy Oasis increased from HK\$7 divided into 7 shares to HK\$10 divided into 10 shares of HK\$1 each.
- (iv) On November 2, 2010, the issued share capital of Happy Oasis increased from HK\$10 shares divided into 10 shares of HK\$1 each to HK\$100 divided into 100 shares of HK\$1 each.
- (v) On October 17, 2011, the issued share capital of Happy Oasis increased from HK\$100 divided into 100 shares of HK\$1 each to HK\$10,000 shares divided into 10,000 shares of HK\$1 each.

- (vi) There has been no change in the share capital of Happy Oasis since October 17, 2011.

**(k) Royal Gold**

- (i) As of the date of its incorporation on February 1, 2007, the authorized share capital of Royal Gold was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On April 12, 2007, the issued share capital of Royal Gold increased from HK\$1 divided into 1 share of HK\$1 each to HK\$8 divided into 8 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Royal Gold since April 12, 2007.

**(l) Dragonsea**

- (i) As of the date of its incorporation on December 12, 2005, the authorized share capital of Dragonsea was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On February 18, 2006, the issued share capital of Dragonsea increased from HK\$1 divided into 1 share of HK\$1 each to HK\$2 divided into 2 shares of HK\$1 each.
- (iii) On February 3, 2010, the issued share capital of Dragonsea increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Dragonsea since February 3, 2010.

**(m) TW Catering Management**

- (i) As of the date of its incorporation on December 29, 2006, the authorized share capital of TW Catering Management was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On October 2, 2008, the authorized share capital of TW Catering Management increased from HK\$10,000 divided into 10,000 shares of HK\$1 each to \$1,200,000 divided into 1,200,000 shares of HK\$1 each.
- (iii) On October 3, 2008, the issued share capital of TW Catering Management increased from \$3 divided into 3 shares of HK\$1 each to HK\$1,200,000 divided into 1,200,000 shares of HK\$1 each.
- (iv) There has been no change in the share capital of TW Catering Management since October 3, 2008.

**(n) Joyhale**

- (i) As of the date of its incorporation on July 3, 2008, the authorized share capital of Joyhale was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On July 14, 2008, the issued share capital of Joyhale increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Joyhale since July 14, 2008.

**(o) TW Efford**

- (i) As of the date of its incorporation on March 20, 1998, the authorized share capital of TW Efford was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On May 28, 1998, the issued share capital of TW Efford increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$4 divided into 4 shares of HK\$1 each.
- (iii) On November 2, 2010, the issued share capital of TW Efford increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iv) There has been no change in the share capital of TW Efford since November 2, 2010.

**(p) Common Way**

- (i) As of the date of its incorporation on April 7, 2010, the authorized share capital of Common Way was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On May 20, 2010, the issued share capital of Common Way increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Common Way since May 20, 2010.

**(q) Ever Million Rich**

- (i) As of the date of its incorporation on April 7, 2010, the authorized share capital of Ever Million Rich was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On April 27, 2010, the issued share capital of Ever Million Rich increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Ever Million Rich since April 27, 2010.

**(r) Flying Gold**

- (i) As of the date of its incorporation on June 16, 2011, the authorized share capital of Flying Gold was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On August 30, 2011, the issued share capital of Flying Gold increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Flying Gold since August 30, 2011.

**(s) Golden York**

- (i) As of the date of its incorporation on August 3, 2009, the authorized share capital of Golden York was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On September 2, 2009, the issued share capital of Golden York increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Golden York since September 2, 2009.

**(t) Pioneer Ray**

- (i) As of the date of its incorporation on November 23, 2009, the authorized share capital of Pioneer Ray was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On December 18, 2009, the issued share capital of Pioneer Ray increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Pioneer Ray since December 18, 2009.

**(u) Richberg**

- (i) As of the date of its incorporation on August 8, 2007, the authorized share capital of Richberg was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On November 2, 2007, the issued share capital of Richberg increased from HK\$1 divided into 1 share of HK\$1 each to HK\$8 divided into 8 shares of HK\$1 each.
- (iii) On November 2, 2010, the issued share capital of Richberg increased from HK\$8 divided into 8 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Richberg since November 2, 2010.

**(v) Special Wise**

- (i) As of the date of its incorporation on April 23, 2010, the authorized share capital of Special Wise was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On May 20, 2010, the issued share capital of Special Wise increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Special Wise since May 20, 2010.

**(w) Summer Rich**

- (i) As of the date of its incorporation on June 14, 2011, the authorized share capital of Summer Rich was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On August 30, 2011, the issued share capital of Summer Rich increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Summer Rich since August 30, 2011.

**(x) TW Catering**

- (i) As of the date of its incorporation on October 21, 1998, the authorized share capital of TW Catering was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On November 2, 2010, the issued share capital of TW Catering increased from HK\$4 divided into 4 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.



- (iii) There has been no change in the share capital of TW Catering since November 2, 2010.

**(y) TW Patent**

- (i) As of the date of its incorporation on February 3, 2010, the authorized share capital of TW Patent was US\$50,000 divided into 50,000 shares of US\$1 each.
- (ii) On February 3, 2010, the issued share capital of TW Patent was US\$8 divided into 8 shares of US\$1 each.
- (iii) There has been no change in the share capital of TW Patent since February 3, 2010.

**(z) China Sure**

- (i) As of the date of its incorporation on January 14, 2009, the authorized share capital of China Sure was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On March 30, 2009, the issued share capital of China Sure increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of China Sure since March 30, 2009.

**(aa) Popular Green**

- (i) As of the date of its incorporation on December 17, 2009, the authorized share capital of Popular Green was US\$50,000 divided into 50,000 shares of US\$1 each.
- (ii) On January 7, 2010, the issued share capital of Popular Green was US\$50,000 divided into 50,000 shares of US\$1 each.
- (iii) There has been no change in the share capital of Popular Green since January 7, 2010.

**(bb) Famous China**

- (i) As of the date of its incorporation on March 5, 2003, the authorized share capital of Famous China was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On April 1, 2003, the issued share capital of Famous China increased from HK\$2 divided into 2 shares of HK\$1 each to HK\$10 divided into 10 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Famous China since April 1, 2003.

**(cc) Kang Wang**

- (i) As of the date of its incorporation on July 12, 2011, the authorized share capital of Kang Wang was US\$50,000 divided into 50,000 shares of US\$1 each.
- (ii) On November 4, 2011, the authorized share capital of Kang Wang diminished by US\$50,000 divided into 50,000 shares of US\$1 each and increased by HK\$2,000,000 divided into 2,000,000 shares of HK\$1 each.



- (iii) On November 4, 2011, the issued share capital of Kang Wang was HK\$1,000,000 divided into 1,000,000 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Kang Wang since November 4, 2011.

***(dd) Cui Xin***

- (i) As of the date of its incorporation on September 28, 2011, the authorized share capital of Cui Xin was US\$50,000 divided into 50,000 shares of US\$1 each.
- (ii) On November 15, 2011, the authorized share capital of Cui Xin diminished by US\$50,000 divided into 50,000 shares of US\$1 each and increased by HK\$2,000,000 divided into 2,000,000 shares of HK\$1 each.
- (iii) On November 15, 2011, the issued share capital of Cui Xin was HK\$1,000,000 divided into 1,000,000 shares of HK\$1 each.
- (iv) There has been no change in the share capital of Cui Xin since November 15, 2011.

***(ee) Shanghai Cai Hua***

- (i) As of the date of its incorporation on April 27, 2009, the registered capital of Shanghai Cai Hua was HK\$1.2 million.
- (ii) On November 19, 2009, the registered capital of Shanghai Cai Hua in the amount of HK\$1.2 million was fully paid.
- (iii) On May 18, 2012, the registered capital of Shanghai Cai Hua increased from HK\$1.2 million to HK\$20.6 million.
- (iv) There has been no change in the registered capital of Shanghai Cai Hua since May 18, 2012.

***(ff) Shanghai Cui Sheng***

- (i) As of the date of its incorporation on September 8, 2010, the registered capital of Shanghai Cui Sheng was HK\$0.8 million.
- (ii) On January 14, 2011, the registered capital of Shanghai Cui Sheng increased from HK\$0.8 million to HK\$4.3 million.
- (iii) On March 7, 2011, the registered capital of Shanghai Cui Sheng in the amount of HK\$4.3 million was fully paid.
- (iv) There has been no change in the registered capital of Shanghai Cui Sheng since January 14, 2011.

***(gg) Wuhan Cai Hua***

- (i) As of the date of its incorporation on April 25, 2012, the registered capital of Wuhan Cai Hua was RMB2 million.

- (ii) On October 14, 2011, the registered capital of Wuhan Cai Hua in the amount of RMB2 million was fully paid.
- (iii) There has been no change in the registered capital of Wuhan Cai Hua since April 25, 2012.

**(hh) Famous Star**

- (i) As of the date of its incorporation on October 15, 2008, the authorized share capital of Famous Star was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On November 11, 2008, the issued share capital of Famous Star increased from HK\$1 divided into 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Famous Star since November 11, 2008.

**(ii) Pak Tat**

- (i) As of the date of its incorporation on October 30, 2008, the registered capital of Pak Tat was MOP25,000.
- (ii) On October 30, 2008, the registered capital of Pak Tat in the amount of MOP25,000 was fully paid.
- (iii) There has been no change in the registered share capital of Pak Tat since October 30, 2008.

**(jj) Champion Richstar**

- (i) As of the date of its incorporation on June 14, 2012, the authorized share capital of Champion Richstar was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On July 24, 2012, the issued share capital of Champion Richstar increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Champion Richstar since July 24, 2012.

**(kk) Green Luck**

- (i) As of the date of its incorporation on April 1, 2012, the authorized share capital of Green Luck was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On June 6, 2012, the issued share capital of Green Luck increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Green Luck since June 6, 2012.

**(II) Green Treasure**

- (i) As of the date of its incorporation on June 26, 2012, the authorized share capital of Green Treasure was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On July 24, 2012, the issued share capital of Green Treasure increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Green Treasure since July 24, 2012.

**(mm) Longwin Corporate**

- (i) As of the date of its incorporation on June 8, 2012, the authorized share capital of Longwin Corporate was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On July 24, 2012, the issued share capital of Longwin Corporate increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of Longwin Corporate since July 24, 2012.

**(nn) New Top Star**

- (i) As of the date of its incorporation on April 11, 2012, the authorized share capital of New Top Star was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On June 7, 2012, the issued share capital of New Top Star increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of New Top Star since June 7, 2012.

**(oo) New Power Zone**

- (i) As of the date of its incorporation on April 11, 2012, the authorized share capital of New Power Zone was HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (ii) On June 6, 2012, the issued share capital of New Power Zone increased from HK\$1 comprising 1 share of HK\$1 each to HK\$10,000 divided into 10,000 shares of HK\$1 each.
- (iii) There has been no change in the share capital of New Power Zone since June 6, 2012.

Save as mentioned herein and in “History, Development and Reorganization — Our corporate development” in this prospectus above, there has been no other alternation in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this prospectus.

**4. Written resolutions of our Shareholders passed on November 5, 2012**

Pursuant to the written resolutions of the Shareholders of our Company passed on November 5, 2012, among other matters:

- (a) the Articles were adopted in substitution for and to the exclusion of the then existing articles of association of our Company with effect from the Listing Date;
- (b) conditional on the share premium account of our Company being credited as a result of the Global Offering, our Directors were authorized to capitalize the sum of HK\$8,000,000 (or any such amount any one Director may determine) and apply the same in paying up in full at par 800,000,000 Shares (or any such number of Shares any one Director may determine) for allotment and issue to the Shareholders whose names appeared on the register of members of our Company at the close of business on November 2, 2012 in proportion to their then existing shareholding in our Company and such Shares to be allotted and issued shall rank *pari passu* in all respects with existing issued shares.
- (c) conditional upon:—
  - (i) the Listing Committee of the Stock Exchange granting the approval of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering, the Capitalisation Issue and the Over-allotment Option;
  - (ii) the final Hong Kong dollar Offer Price having been fixed on the Price Determination Date; and
  - (iii) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional (including, if relevant, as a result of the waiver of any condition(s) by the Sole Global Coordinator (acting for itself and on behalf of the Underwriters)) and not being terminated in accordance with the terms therein or otherwise, in each case on or before such dates as may be specified in the Underwriting Agreements:—
    - (A) the Global Offering and the Over-allotment Option as stated in and upon the terms set out in this prospectus were approved;
    - (B) the Listing was approved; and
    - (C) the Share Option Scheme, the principal terms of which are set out in “— E. Share Option Schemes — Share Option Scheme” in this Appendix below, were approved and adopted and our Directors or any committee established by our Board were authorized, at their sole discretion, to (aa) administer the Share Option Scheme; (bb) modify/amend the Share Option Scheme from time to time as required by the Stock Exchange; (cc) grant options to subscribe for Shares under the Share Option Scheme before up to the limits referred to in the Share Option Scheme; (dd) allot, issue and deal with the Shares pursuant to the exercise of any option which may be granted under the Share Option Scheme; (ee) make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares or any part thereof that may hereafter from time to time be issued and allotted pursuant to the exercise of the options granted under

the Share Option Scheme; and (ff) take all such actions as they consider necessary, desirable or expedient to implement or give effect to the Share Option Scheme.

- (d) the Pre-IPO Share Option Scheme, the principal terms of which are set out in “— E. Share Option Schemes — Pre-IPO Share Option Scheme” in this Appendix below, were approved and adopted and our Directors or any committee established by our Board were authorized, at their sole discretion, to (i) administer the Pre-IPO Share Option Scheme; (ii) grant options to subscribe for Shares under the Pre-IPO Share Option Scheme before up to the limits referred to in the Pre-IPO Share Option Scheme; (iii) allot, issue and deal with the Shares pursuant to the exercise of any option which may be granted under the Pre-IPO Share Option Scheme; (iv) make application at the appropriate time or times to the Stock Exchange for the listing of, and permission to deal in, any Shares or any part thereof that may hereafter from time to time be issued and allotted pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme; and (v) take all such actions as they consider necessary, desirable or expedient to implement or give effect to the Pre-IPO Share Option Scheme;
- (e) a general unconditional mandate was given to our Directors to exercise all the powers of our Company to allot, issue and deal with, otherwise than by way of rights issue, scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of a dividend on Shares in accordance with the Articles, or pursuant to the exercise of any options which have been granted under the Share Option Scheme or other arrangements regulated by Chapter 17 of the Listing Rules or any specific authority granted by the Shareholders in general meetings, Shares with an aggregate nominal amount not exceeding 20% of the aggregate nominal value of the issued share capital of our Company immediately following completion of the Global Offering and the Capitalization Issue, such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, the expiration of the period within which the next general meeting of our Company is required by the Articles or any applicable law of the Cayman Islands to be held, or the passing of an ordinary resolution of the Shareholders in a general meeting revoking, varying or renewing such mandate, whichever is the earliest;
- (f) a general unconditional mandate was given to our Directors to exercise all powers of our Company to repurchase Shares on the Stock Exchange, or on any other stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, with a total nominal value of not more than 10% of the aggregate nominal value of our Company's share capital in issue immediately following completion of the Capitalization Issue and the Global Offering until the conclusion of the next annual general meeting of our Company, the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable law of the Cayman Islands to be held, or the passing of an ordinary resolution of the Shareholders in a general meeting revoking, varying or renewing such mandate whichever is the earliest; and
- (g) the extension of the general mandate to allot, issue and deal with the Shares as mentioned in sub-paragraph (e) by the addition to the aggregate nominal value of the number of Shares of our Company which may be allotted and issued or agreed (conditionally or unconditionally) to be allotted or issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the number of Shares of our Company repurchased by our Company pursuant to sub-paragraph (f) above.

Immediately following the Global Offering becoming unconditional and the issue of Shares as mentioned herein being made, but without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option, any options that have been or may be granted pursuant to the Pre-IPO Share Option Scheme and the Share Option Scheme, the authorized share capital of our Company will be HK\$100,000,000 divided into 10,000,000,000 Shares and the issue share capital will be HK\$13,333,340 divided into 1,333,334,000 Shares, all fully paid or credited as fully paid and 8,666,666,000 Shares will remain unissued.

## 5. Reorganization

In preparation for the listing of the Shares on the Stock Exchange, the companies comprising our Group underwent the Reorganization and our Company became the holding company of our Group. Our Reorganization involved the following major steps:

- (i) On May 29, 2012, our Company was incorporated with limited liability in the Cayman Islands with an authorized share capital of HK\$100,000,000 divided into 10,000,000,000 Shares of HK\$0.01 each. On the same day, one Share was allotted, issued and credited as fully paid to our Company's initial subscriber, and was subsequently transferred to Cui Fa.
- (ii) On June 21, 2012, Kang Wang acquired 550 shares in Green Wave and 500 shares in Happy Oasis from Mr. Chau, in consideration for which Cui Fa, Ample Favour, Victor Leap transferred 3,439 shares in Kang Wang, 372 shares in Kang Wang and 277 shares in Kang Wang respectively to Mr. Chau. The transfer of the shares in Kang Wang by Cui Fa, Ample Favour and Victor Leap to Mr. Chau took the form of a shareholder's contribution towards Kang Wang without any consideration directly or indirectly from Kang Wang, including but not limited to, any adjustment to its then existing shareholding in Kang Wang.
- (iii) On June 29, 2012, Cui Fa, Ample Favour, Victor Leap, Macca Investment and Mr. Chau subscribed for 157,818,399 Shares, 17,081,600 Shares, 12,691,200 Shares, 12,000,000 Shares and 408,800 Shares, respectively, at par for cash.
- (iv) On June 30, 2012 our Company acquired 787,372, 85,222, 63,318, 60,000 and 4,088 shares in Kang Wang, representing its entire issued share capital, respectively, from Cui Fa, Ample Favour, Victor Leap, Macca Investment and Mr. Chau for cash at par.
- (v) On June 30, 2012 our Company acquired 790,811, 85,594, 63,595 and 60,000 shares in Cui Xin, representing its entire issued share capital, respectively, from Cui Fa, Ample Favour, Victor Leap and Macca Investment for cash at par.
- (vi) Following the completion of the above steps, our Company was held as to approximately 78.91%, 8.54%, 6.35%, 6.00% and 0.20%, respectively, by Cui Fa, Ample Favour, Victor Leap, Macca Investment and Mr. Chau, and our Company became the holding company of the members of our Group.

See "History, Development and Reorganization — Our corporate development — Reorganization" in this prospectus for more details of the Reorganization arrangements undergone by our Group in preparation for the Listing.

## 6. Repurchase by our Company of its own securities

The Listing Rules permit companies with a primary listing on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important of which are summarized below:

### (a) Shareholders' approval

All proposed repurchases of securities (which must be fully paid up in the case of shares) on the Stock Exchange by a company with a primary listing on the Stock Exchange must be approved in advance by an ordinary resolution, either by way of general mandate or by special approval of a particular transaction. Our Company's sole listing will be on the Stock Exchange.

*Note:* Pursuant to a resolution in writing passed by the Shareholders of our Company on November 5, 2012 a general unconditional mandate (the "**Repurchase Mandate**") was given to our Directors authorizing any repurchase by our Company of Shares on the Stock Exchange, or on any other stock exchange on which the Shares may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, of up to 10% of the aggregate nominal value of our entire issued share capital immediately following the completion of the Global Offering at the Capitalization Issue, such mandate to expire at the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by the Articles or applicable laws of the Cayman Islands to be held, or when revoked or varied by ordinary resolution of the shareholders of our Company, whichever shall first occur.

Under the Listing Rules and the Hong Kong Companies Ordinance, the shares which are proposed to be purchased by a company must be fully paid up.

### (b) Reasons for repurchases

Our Directors believe that it is in the best interests of our Company and our Shareholders as a whole to have general authority from the Shareholders of our Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net value and the assets of our Company and/or the earnings per Share and will only be made when our Directors believe that such repurchases will benefit our Company and the Shareholders of our Company as a whole.

### (c) Funding of repurchases

In repurchasing securities, our Company may only apply funds legally available for such purpose in accordance with our Memorandum and Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands.

On the basis of our Group's current financial position as disclosed in this prospectus and taking into account our Group's current working capital position, our Directors consider that, if the Repurchase Mandate was to be exercised in full, it might have a material adverse effect on our Group's working capital and/or the gearing position as compared with the position disclosed in this prospectus. However, our Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on our Group's working capital requirements or the gearing levels which in the opinion of our Directors are from time to time appropriate to our Group.

### (d) General

None of our Directors or, any of their associates currently intends to sell Shares to our Company or the subsidiaries of our Company.



Our Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

No connected person has notified us that he has a present intention to sell Shares to our Company, or has undertaken to do so.

No purchase of Shares has been made by our Company since the date of our incorporation.

If as a result of a securities repurchase a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purpose of the Takeovers Code. Accordingly, the Shareholder or a group of the Shareholders of our Company acting in concert could obtain or consolidate our Company's control and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code and the provision may apply as a result of any such increase. Our Directors are not aware of any consequences of repurchases which would arise under the Takeovers Code.

**(e) *Share capital***

Exercise in full of the Repurchase Mandate, on the basis of 1,333,334,000 Shares in issue immediately following the completion of the Global Offering and the Capitalization Issue but without taking into account any Shares which may be issued and allotted upon any exercise of the Over-allotment Option or any options that have been or may be granted pursuant to the Pre-IPO Share Option Scheme and the Share Option Scheme, could accordingly result in up to 1,333,334,000 Shares being repurchased by our Company during the course of the period prior to the date on which such Repurchase Mandate expires or terminates as mentioned in “— A. Further information about our Company — 4. Written resolutions of our Shareholders passed on November 5, 2012” in this Appendix above.

**B. FURTHER INFORMATION ABOUT THE BUSINESS**

**1. Summary of material contracts**

The following contracts (not being contracts in the ordinary course of business) have been entered into by our Group within the two years preceding the date of this prospectus and are, or may be, material:

- (a) the Restructuring Agreement;
- (b) the Sale and Purchase Agreement;
- (c) the Deed of Non-Competition;
- (d) the Deed of Indemnity;
- (e) the cornerstone placing agreement dated November 7, 2012 entered into between our Company, the Sole Bookrunner, the Sole Sponsor, LT Growth Investment XV Limited and Capital Today China Growth Fund II, L.P. as described in “Cornerstone Placing” in this prospectus;
- (f) the cornerstone placing agreement dated November 9, 2012 entered into between our Company, the Sole Bookrunner, the Sole Sponsor and Prax Capital China Growth Fund III, L.P. as described in “Cornerstone Placing” in this prospectus;

(g) the Deed of Lock-Up Undertakings; and







(h) Hong Kong Underwriting Agreement.

## 2. Our material intellectual property rights

As at the Latest Practicable Date, our Group had 14 registered trademarks in Hong Kong, the PRC, Macau, Europe, Japan, Singapore and Taiwan. Our registered trademarks all relate to our restaurant operations. Set out below is a summary of our material intellectual property rights. Our material intellectual property rights were determined by our Directors on the basis of their materiality to our business operation, financial position and prospects.

### (a) Trademark






As at the Latest Practicable Date, we were the registered owner of the following trademarks which we believe are material to our business:

Trademark	Place of Registration	Class	Registration Number	Registration Date	Expiry Date
 翠華集團® Tsui Wah Group	Hong Kong	43	300724671	September 19, 2006	September 18, 2016
 翠華集團® Tsui Wah Group	PRC	43	5648870	February 7, 2011	February 6, 2021
 翠華集團® Tsui Wah Group	Macau	43	N/024498	March 28, 2007	March 28, 2014
 翠華餐廳® Tsui Wah Restaurant	Hong Kong	42	200203292	March 26, 2002	January 16, 2018
 翠華餐廳® Tsui Wah Restaurant	PRC	43	3356883	August 21, 2004	August 20, 2014
 翠華餐廳® Tsui Wah Restaurant	Macau	42	N/016038	June 8, 2005	June 8, 2019

Our PRC legal advisers have advised that registered trademarks in the PRC are classified as goods marks and services marks by its different functions. Goods marks are mainly used to distinguish the types of goods, and services marks are mainly used to distinguish the types of services. According to the eighth edition of “International Classification of Goods and Services for the Purpose of the Registration of Marks”, classes 35 to 45 are classified as services marks.

At present, our No. 3356883 and No. 5648870 registered trademarks are registered in class 43 as services marks, which can be used exclusively by our Group in the operation of coffee shops, cafeterias, restaurants, hotels, lecheries, buffets, fast food restaurants, cocktail parties, liquidity catering and tea houses. Our PRC legal advisers have confirmed that our Group has complete ownership of the above two registered trademarks during their respective validity periods and the above two registered trademarks provide sufficient intellectual property rights protection to our Group’s present PRC businesses. Without the permission of our Group, no third party is allowed to use any mark that is the same as or similar to the above two registered trademarks for identical or similar services or carry out other activities which constitute an infringement of our Group’s exclusive right to use the registered trademarks as the registered owner.

As at the Latest Practicable Date, we have applied for the registration for the following trademarks which we believe are material to our business:

Trademark	Place of Registration	Class	Application Number	Application Date
	Hong Kong	43	302263121	May 25, 2012
	PRC	30	11331216	August 10, 2012
 翠華餐廳 Tsui Wah Restaurant	PRC	30	11331215	August 10, 2012
	Hong Kong	30 and 43	302402991	October 11, 2012
翠華	PRC	43	10205337	November 18, 2011
翠 华	PRC	43	10205312	November 18, 2011
	PRC	21	10205537	November 18, 2011

As at the Latest Practicable Date, all relevant marks with respect to our business operations in Hong Kong, Macau and the PRC had been duly registered or applied for registration.

**(b) Domain names**

As at the Latest Practicable Date, we were the registered owner of the following domain name which we believe is material to our business:

Domain Name	Expiry Date (DD-MM-YYYY)
www.tsuiwah.com. . . . .	August 18, 2017

The contents of this website, registered or licensed, do not form part of this prospectus.

**C. FURTHER INFORMATION ABOUT OUR SUBSIDIARIES IN THE PRC**

Our Company has the following subsidiaries in the PRC, the basic information of which as at the Latest Practicable Date is set out below:

**1. Shanghai Cai Hua**

Nature:	wholly foreign-owned company
Date of incorporation:	April 27, 2009
Term of operation:	from April 27, 2009 to April 26, 2029
Total investment amount:	HK\$41.2 million
Registered capital:	HK\$20.6 million
Attributable interest of our Group:	100%
Principal scope of business:	operation of restaurants
Executive director:	Mr. Lee
Legal representative:	Mr. Chau

**2. Shanghai Cui Sheng**

Nature:	wholly foreign-owned company
Date of incorporation:	September 8, 2010
Term of operation:	From September 8, 2010 to September 7, 2030
Total investment amount:	HK\$6 million
Registered capital:	HK\$4.3 million
Attributable interest of our Group:	100%
Principal scope of business:	operation of restaurants
Executive director:	Mr. Lee
Legal representative:	Mr. Chau

**3. Wuhan Cai Hua**

Nature:	limited liability company
Date of incorporation:	April 25, 2012
Term of operation:	from April 25, 2012 to April 24, 2029
Total investment amount:	RMB2 million
Registered capital:	RMB2 million
Attributable interests of our Group:	100%
Principal scope of business:	operation of restaurants
Executive director:	Mr. Chau
Legal representative:	Mr. Chau

**D. FURTHER INFORMATION ABOUT DIRECTORS, MANAGEMENT AND STAFF****1. Particulars of Directors' service agreements**

Each of our executive Directors has entered into a service agreement with our Company commencing from November 5, 2012 for a term of three years.

Each of our executive Directors is entitled to a director's fee and a basic salary. The basic annual remunerations according to their respective service agreements (excluding any discretionary bonus which may be paid) payable by our Group to the executive Directors are set out below. Our executive Directors are entitled to participate in our Group's social insurance and accident insurance.

<b>Executive Director</b>	<b>HK\$</b>
Mr. Lee . . . . .	1,440,000
Mr. Ho . . . . .	1,440,000
Mr. YT Cheung . . . . .	1,440,000
Mr. WK Cheung . . . . .	1,440,000
Mr. YP Cheung . . . . .	1,440,000

Each of our independent non-executive Director has entered into a letter of appointment with our Company for a term of three years commencing from November 5, 2012. The basic annual remuneration payable by our Group to the independent non-executive Directors according to their respective letter of appointment are as follows:

<b>Independent Non-executive Director</b>	<b>HK\$</b>
Mr. Goh . . . . .	180,000
Mr. Wong . . . . .	180,000
Mr. Yim . . . . .	180,000

All of our Directors are covered by the directors' and officers' liability insurance purchased by our Company.

**2. Directors' remuneration**

The aggregate remunerations paid to our Directors in respect of the financial year ended March 31, 2012 were HK\$4.2 million. The aggregate remunerations and benefits in kind which our Directors are entitled to receive for the financial year ending March 31, 2013 are estimated to be approximately HK\$7.5 million, excluding any discretionary bonuses which may be paid to our Directors.

**3. Disclosure required under Rule 13.51(2) of the Listing Rules*****Country Rank International Limited***

Mr. Lee and Mr. Ho were directors of Country Rank International Limited ("Country Rank"), a company incorporated in Hong Kong and wound-up by the High Court in Hong Kong in 1998 pursuant to section 177 of the Companies Ordinance as a result of a creditor's petition. While Mr. Ho was the single largest shareholder of Country Rank, holding two out of six shares in its then issued share capital, Mr. Lee had no interest in Country Rank. Mr. Lee and Mr. Ho were two out of the six directors within the board of directors of Country Rank. The creditor's petition was initiated on February 23, 1998 and Country Rank was wound-up on April 29, 1998. No demand for payment of any liabilities was received. Given that over 14 years have lapsed since the date of winding-up, we were advised by our Hong Kong legal advisers that none of Mr. Lee, Mr. Ho and Country Rank is subject to any legal liabilities in connection with its winding-up pursuant to section 4 of the Limitation Ordinance (Chapter 347 of the Laws of Hong Kong). Our Hong Kong legal advisers have confirmed that the winding-up order and creditor's petition against Country Rank did not and will not restrict Mr. Lee and Mr. Ho from acting as Directors of our Company.

***Silver Success Asia Limited***

Mr. Lock, our chief executive officer, is one of the defendants of an alleged claim initiated by Silver Success Asia Limited ("Silver Success") on February 2011. Based on publicly available legal documentation, the alleged claim is a commercial dispute over a share sale agreement dated March 1, 2010 entered into between Silver Success and the then shareholders of California Red Limited, of which Mr. Lock is one. The said dispute was a result of differences in the understanding of the adjustments made to the consideration of the transactions contemplated under the subject share sale agreement. According to the writ of summons dated February 28, 2011, the alleged claim amounted to about HK\$8.13 million in aggregate.

At an initial stage of serving writ of summons, the said dispute has not proceeded to a court trial and there is a possibility for the parties to reach a settlement. None of the parties to the said dispute, including Mr. Lock, has been found guilty of dishonesty, breach of duties, fraud, misrepresentation, or other wrongdoings whatsoever by the court. Given that Mr. Lock has entrusted his legal advisers to handle the subject dispute, our Directors are satisfied that Mr. Lock's involvement in the said dispute would not affect the time he could spend in managing our Group's affairs.

We have been advised by the legal advisers of Mr. Lock that the said dispute does not involve any claims in the nature of dishonesty, fraud or breach of fiduciary duties on the part of Mr. Lock. On the basis of this advice and that no judgment or order has been made against Mr. Lock, our Directors are of the view that the said dispute would not affect Mr. Lock's competence and suitability to act as a member of our senior management.

Mr. Lock has confirmed to our Company that, save as disclosed in this prospectus, there is no other information that would otherwise be required to be disclosed under Rule 13.51(2) of the Listing Rules as if Mr. Lock were appointed as a Director.

#### 4. Interests of Directors and chief executive in our share capital

Immediately following completion of the Global Offering and the Capitalization Issue (but without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and Share Option Scheme), the interests and short positions of the Directors and chief executive of our Company in the Shares, underlying Shares and debentures of our Company or any of its associated corporations (within the meaning of Part XV of the SFO), which, once the Shares are listed on the Stock Exchange, will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they have taken or deemed to have under such provisions of the SFO), or will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, will be as follows:

##### (i) Shares

<u>Name of Director</u>	<u>Nature of Interest</u>	<u>Number of Shares<sup>(note 1)</sup></u>	<u>Approximate percentage of shareholding</u>
Mr. Lee . . . . .	Interests held jointly with another person; interest in a controlled corporation	937,956,000 (L)	70.35%
Mr. Ho . . . . .	Interests held jointly with another person; interest in a controlled corporation (2)	937,956,000 (L)	70.35%
Mr. YT Cheung . . . . .	Interests held jointly with another person; interest in a controlled corporation (2)	937,956,000 (L)	70.35%
Mr. WK Cheung . . . . .	Interests held jointly with another person; interest in a controlled corporation (2)	937,956,000 (L)	70.35%
Mr. YP Cheung . . . . .	Interests held jointly with another person; interest in a controlled corporation (2)	937,956,000 (L)	70.35%

*Note:*

- (1) The letter “L” denotes long position of the directors in the Shares.
- (2) Our Company will be held as to approximately 59.18%, 6.41% and 4.76%, respectively, by Cui Fa, Ample Favour and Victor Leap immediately following the completion of the Global Offering and the Capitalization Issue (but without taking into account any Shares which may be allotted and issued upon exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and Share Option Scheme). Cui Fa is held as to approximately 48.19%, 37.35% and 14.46% by Mr. Lee, Mr. Ho and Mr. YT Cheung, respectively. Ample Favour is wholly-owned by Mr. WK Cheung and Victor Leap is wholly-owned by Mr. YP Cheung. Pursuant to the Acting in Concert Confirmation, each of Mr. Lee, Mr. Ho, Mr. YT Cheung, Mr. WK Cheung and Mr. YP Cheung (the “Core Shareholders”) have agreed to jointly control their respective interests in



our Company and decisions as to the business and operations of our Group shall be in accordance with the unanimous consent of all Core Shareholders. Each of the Core Shareholders shall exercise their respective voting rights in our Company in the same way. Hence, each of the Core Shareholders is deemed to be interested in all the Shares held by the Core Shareholders in aggregate by virtue of the SFO.

## 5. Substantial shareholders

So far as our Directors are aware, immediately following the completion of the Global Offering and the Capitalization Issue (but without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and Share Option Scheme), the following persons will have an interest or short position in the Shares and the underlying Shares which would fall to be disclosed to our Company under provisions of Divisions 2 and 3 of Part XV of the SFO, or who are, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of our Company:

<u>Name of Shareholder</u>	<u>Nature of interest</u>	<u>Number of securities held <sup>(1)</sup></u>	<u>Approximate shareholding percentage in our Company (%)</u>
Mr. Lee (2) . . . . .	Interests held jointly with another person; interest in a controlled corporation	937,956,000 (L)	70.35%
Ms. CHAN Choi Fung (4) . . . . .	Interest of spouse	937,956,000 (L)	70.35%
Mr. Ho (2) . . . . .	Interests held jointly with another person; interest in a controlled corporation	937,956,000 (L)	70.35%
Ms. TAI Ngan Har Talia (5). . . . .	Interest of spouse	937,956,000 (L)	70.35%
Cui Fa (3) . . . . .	Beneficial owner	789,092,000 (L)	59.18%
Mr. YP Cheung (2) . . . . .	Interests held jointly with another person	937,956,000 (L)	70.35%
Ms. LAM Hiu Man (6). . . . .	Interest of spouse	937,956,000 (L)	70.35%
Mr. YT Cheung (2). . . . .	Interests held jointly with another person; interest in a controlled corporation	937,956,000 (L)	70.35%
Ms. WONG Yung Kuen (7) . . . . .	Interest of spouse	937,956,000 (L)	70.35%
Mr. WK Cheung (2) . . . . .	Interests held jointly with another person; interest in a controlled corporation	937,956,000 (L)	70.35%
Ms. WOO Chun Li (8) . . . . .	Interest of spouse	937,956,000 (L)	70.35%

*Notes:*

- (1) The letter “L” denotes a person’s “long position” (as defined under Part XV of the SFO) in such Shares.
- (2) Our Company is held as to approximately 59.18%, 6.41% and 4.75%, respectively, by Cui Fa, Ample Favour and Victor Leap immediately following the completion of the Global Offering and the Capitalization Issue (but without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and Share Option Scheme). Cui Fa is held as to approximately 48.19%, 37.35% and 14.46% by Mr. Lee, Mr. Ho and Mr. YT Cheung, respectively. Ample Favour is wholly-owned by Mr. WK Cheung and Victor Leap is wholly-owned by Mr. YP Cheung. Pursuant to the Acting in Concert Confirmation, each of Mr. Lee, Mr. Ho, Mr. YT Cheung, Mr. YP Cheung, and Mr. WK Cheung (the “Core Shareholders”) have agreed to jointly control their respective interests in our Company and decisions as to the business and operations of our Group shall be in accordance with the unanimous consent of all Core Shareholders. Each of the Core Shareholders shall exercise their respective voting rights in our Company in the same way. Hence, each of the Core Shareholders is deemed to be interested in all the Shares held by the Core Shareholders in aggregate by virtue of the SFO.
- (3) Cui Fa is directly interested in approximately 59.18% in our Company (without taking into account any Shares which may be allotted and issued upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and Share Option Scheme).
- (4) Ms. CHAN Choi Fung is the spouse of Mr. Lee. Under the SFO, Ms. CHAN Choi Fung is taken to be interested in the same number of Shares in which Mr. Lee is interested.
- (5) Ms. TAI Ngan Har Talia is the spouse of Mr. Ho. Under the SFO, Ms. TAI Ngan Har Talia is taken to be interested in the same number of Shares in which Mr. Ho is interested.
- (6) Ms. LAM Hiu Man is the spouse of Mr. YP Cheung. Under the SFO, Ms. LAM Hiu Man is taken to be interested in the same number of Shares in which Mr. YP Cheung is interested.
- (7) Ms. WONG Yung Kuen is the spouse of Mr. YT Cheung. Under the SFO, Ms. WONG Yung Kuen is taken to be interested in the same number of Shares in which Mr. YT Cheung is interested.
- (8) Ms. WOO Chun Li is the spouse of Mr. WK Cheung. Under the SFO, Ms. WOO Chun Li is taken to be interested in the same number of Shares in which Mr. WK Cheung is interested.

**6. Disclaimers**

Except as disclosed in this prospectus:

- (a) none of our Directors or any of the experts referred to in “G. Other information — 8. Consents of experts” in this Appendix has any direct or indirect interest in the promotion of our Company, or in any assets which have been within the two years immediately preceding the date of this prospectus, acquired or disposed of by or leased to, any member of our Group, or are proposed to be so acquired, disposed of or leased;
- (b) none of our Directors or any of the experts referred to in “G. Other information — 8. Consents of experts” in this Appendix is materially interested in any contract or arrangement subsisting at the date to this prospectus which is significant in relation to our business;
- (c) none of the experts referred to in “G. Other information — 8. Consents of experts” in this Appendix has any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group, save in connection with the Underwriting Agreements, nor is in the employment of an officer of our Company; and
- (d) none of our Directors, any of their associates (as defined in the Listing Rules) or any Shareholder of our Company (which to the knowledge of our Directors owns more than 5% of the issued share capital of our Company) has any interest in any of our Group’s five largest suppliers or five largest customers.

**E. SHARE OPTION SCHEMES****Share Option Scheme**

Application has been made to the Listing Committee for the listing of and permission to deal in 133,334,000 Shares, representing 10% of our Company's issued share capital as at the Listing Date (without taking into account the Shares which may be issued or allotted upon any exercise of the Over-allotment Option and any option which have been or may be granted under the Pre-IPO Share Option Scheme or the Share Option Scheme), which may fall to be issued pursuant to the exercise of the options granted under the Share Option Scheme. As at the date of this prospectus, no option has been granted or agreed to be granted under the Share Option Scheme.

The following is a summary of the principal terms of the Share Option Scheme adopted pursuant to the written resolutions of all the Shareholders our Company passed on November 5, 2012 and adopted by a Board meeting on November 5, 2012. The terms of the Share Option Scheme are in compliance with the provisions of Chapter 17 of the Listing Rules:

**1. Purpose of the Share Option Scheme**

- (a) The Share Option Scheme is a share incentive scheme and is established to recognize and acknowledge the contributions that Eligible Participants (as defined below) had made or may make to our Group.
- (b) The Share Option Scheme will provide the Eligible Participants with an opportunity to acquire proprietary interests in our Company with the view to achieving the following principal objectives:
  - (i) motivate the Eligible Participants to optimize their performance and efficiency for the benefit of our Group; and
  - (ii) attract and retain or otherwise maintain ongoing business relationship with the Eligible Participants whose contributions are, will or expected to be beneficial to our Group.
- (c) For the purpose of the Share Option Scheme, "Eligible Participant" means any person who satisfies the eligibility criteria in paragraph 2 below.

**2. Who may join and basis for determining eligibility**

- (a) Our Board may at its discretion grant options to: (i) any director, employee, consultant, professional, customer, supplier, agent, partner or adviser of or contractor to our Group or a company in which our Group holds an interest or a subsidiary of such company ("Affiliate"); or (ii) the trustee of any trust the beneficiary of which or any discretionary trust the discretionary objects of which include any director, employee, consultant, professional, customer, supplier, agent, partner or adviser of or contractor to our Group or an Affiliate; or (iii) a company beneficially owned by any director, employee, consultant, professional, customer, supplier, agent, partner, adviser of or contractor to our Group or an Affiliate.
- (b) In order for a person to satisfy our Board that he/she/it is qualified to be (or, where applicable, continues to qualify to be) an Eligible Participant, such person shall provide all such information as the Board may request for the purpose of assessing his/her/its eligibility (or continuing eligibility).

- (c) Each grant of options to a connected person (as defined in the Listing Rules) of our Company, or any of his associates (as defined in the Listing Rules), must be approved in accordance with the requirements of the Listing Rules.
- (d) Should our Board resolve that a grantee fails/has failed or otherwise is/has been unable to meet the continuing eligibility criteria under the Share Option Scheme, our Company would (subject to any relevant laws and regulations) be entitled to deem any outstanding option or part thereof, granted to such grantee and to the extent not already exercised, as lapsed, subject to the requirements in paragraph 9 below.

### **3. Grant of options**

- (a) On and subject to the terms of the Share Option Scheme, our Board shall be entitled at any time on a business day within ten years commencing on the effective date of the Share Option Scheme to offer the grant of an option to any Eligible Participant as our Board may in its absolute discretion select in accordance with the eligibility criteria set out in the Share Option Scheme. An offer shall be accepted when we receive the duly signed offer letter together with a non-refundable payment of HK\$10 (or such other sum in any currency as our Board may determine).
- (b) Subject to the provisions of the Share Option Scheme, the Listing Rules and any relevant laws and regulations, our Board may, on a case by case basis and at its discretion when offering the grant of an option, impose any conditions, restrictions or limitations in relation thereto additional to those expressly set forth in the Share Option Scheme as it may think fit (which shall be stated in the letter containing the offer of the grant of the option) including (without prejudice to the generality of the foregoing):
  - (i) the continuing eligibility of the grantee under the Share Option Scheme, and in particular, where our Board resolves that the grantee has failed or otherwise is or has been unable to meet the continuing eligibility criteria, the option (to the extent it has not already been exercised) shall lapse, subject to the requirements in paragraph 9 below;
  - (ii) the continuing compliance of any such terms and conditions that may be attached to the grant of the option, failing which the option (to the extent that it has not already been exercised) shall lapse unless otherwise resolved to the contrary by our Board, subject to the requirements in paragraph 9 below;
  - (iii) in the event that the Eligible Participant is a corporation, that any change of the management and/or shareholding of the Eligible Participant shall constitute a failure to meet the continuing eligibility criteria under the Share Option Scheme;
  - (iv) in the event that the Eligible Participant is a trust, that any change of the beneficiary of the Eligible Participant shall constitute a failure to meet the continuing eligibility criteria under the Share Option Scheme;
  - (v) in the event that the Eligible Participant is a discretionary trust, that any change of the discretionary objects of the Eligible Participant shall constitute a failure to meet the continuing eligibility criteria under the Share Option Scheme;
  - (vi) conditions, restrictions or limitations relating to the achievement of operating or financial targets; and

- (vii) if applicable, the satisfactory performance of certain obligations by the grantee.
- (c) Our Board shall not offer the grant of an option to any Eligible Participant:
  - (i) after a price sensitive development has occurred or a price sensitive matter has been the subject of a decision, until such price sensitive information has been announced pursuant to the relevant requirements of the Listing Rules; or
  - (ii) within the period commencing one month immediately preceding the earlier of:
    - (1) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules for the approval of our Company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and
    - (2) deadline for our Company to publish an announcement of its result for any year, half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),and ending on the date of the results announcement. The period during which no option may be granted will cover any period of delay in the publication of a results announcement.
- (d) Any grant of options to a connected person must be approved by all of our Company's independent non-executive Directors (excluding any independent non-executive Director who is a proposed grantee).

#### **4. Exercise Price**

The exercise price for any Share under the Share Option Scheme shall be a price determined by our Board and notified to each grantee and shall be not less than the highest of (i) the closing price of a Share as stated in the Stock Exchange's daily quotations sheet on the date of grant of the relevant option, which must be a business day, (ii) an amount equivalent to the average closing price of a Share as stated in the Stock Exchange's daily quotation sheets for the five business days immediately preceding the date of grant of the relevant option and (iii) the nominal value of a Share on the date of grant. The exercise price shall also be subject to any adjustments made in a situation contemplated under paragraph 10 below.

#### **5. Maximum number of Shares**

- (a) The maximum number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other schemes must not, in aggregate, exceed 30% of the issued share capital of our Company from time to time. No options may be granted under any schemes of our Company (including the Share Option Scheme) if this will result in the said 30% limit being exceeded.
- (b) The maximum number of Shares in respect of which options may be granted under the Share Option Scheme and any other share option schemes involving the issue or grant of options or similar rights over Shares or other securities by our Company shall not, in aggregate, exceed 10% of the issued share capital of our Company as at the Listing Date (without taking into account the Shares which may be issued and allotted pursuant to the exercise of the Over-allotment Option and the options which may be

or have been granted under the Pre-IPO Share Option Scheme and the Share Option Scheme) (the “Scheme Mandate Limit”) unless Shareholders’ approval has been obtained pursuant to sub-paragraph (d) below.

- (c) The Scheme Mandate Limit may be renewed by the Shareholders of our Company in general meeting from time to time provided always that the Scheme Mandate Limit so renewed must not exceed 10% of the issued share capital of our Company as at the date of the approval of such renewal by the shareholders of our Company in general meeting. Upon such renewal, all options granted under the Share Option Scheme and any other share options schemes of our Company (including those exercised, outstanding, cancelled, lapsed in accordance with the Share Option Scheme or any other share options of our Company) prior to the approval of such renewal shall not be counted for the purpose of calculating the Scheme Mandate Limit. A circular must be sent to the Shareholders of our Company containing such relevant information from time to time as required by the Listing Rules.
- (d) Our Board may seek separate Shareholders’ approval in general meeting to grant options beyond the Scheme Mandate Limit provided that the options in excess of the Scheme Mandate Limit are granted only to the Eligible Participants specifically identified by our Company before such approval is sought and our Company must issue a circular to the Shareholders of our Company containing such relevant information from time to time as required by the Listing Rules in relation to any such proposed grant to such Eligible Participants.
- (e) No option may be granted to any Eligible Participant which, if exercised in full, would result in the total number of Shares issued and to be issued upon exercise of the options already granted or to be granted to such Eligible Participant under the Share Option Scheme (including exercised, cancelled and outstanding share options) in the twelve-month period up to and including the date of such new grant exceeding 1% in aggregate of the issued share capital of our Company as at the date of such grant. Any grant of further share options above this limit shall be subject to certain requirements provided under the Listing Rules.
- (f) The maximum number of Shares referred to in sub-paragraph (a) shall be adjusted, in such manner as our Company’s auditors or our Company’s independent financial adviser shall confirm in writing that the adjustments satisfy the requirements set forth in paragraph 10.

#### **6. Time of exercise of option**

- (a) Subject to certain restrictions contained in the Share Option Scheme, an option may be exercised in accordance with the terms of the Share Option Scheme and the terms of grant thereof at any time during the applicable option period, which is not more than ten years from the date of grant of option.
- (b) There is no general requirement on the minimum period for which an option must be held or the performance targets which must be achieved before an option can be exercised under the terms of the Share Option Scheme. However, at the time of granting any option, our Board may, on a case by case basis, make such grant subject to such conditions, restrictions or limitations including (without limitation) those in relation to the minimum period of the options to be held and/or the performance targets to be achieved as our Board may determine in its absolute discretion.



**7. *Rights are personal to grantee***

An option shall be personal to the grantee and shall not be assignable and no grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favour of any third party over or in relation to any option.

**8. *Rights on ceasing to be an Eligible Participant***

Should our Board resolve that a grantee fails/has failed or otherwise is/has been unable to meet the continuing eligibility criteria under the Share Option Scheme, our Company would (subject to any relevant laws and regulations) be entitled to deem any outstanding option or part thereof, granted to such grantee and to the extent not already exercised, as lapsed, subject to the requirements of paragraph 9 below.

**9. *Rights on death/ceasing employment***

- (a) If the grantee (being an individual) dies before exercising the option in full, his or her legal personal representative(s) may exercise the option up to the grantee's entitlement (to the extent exercisable as at the date of his death and not exercised) within a period of twelve months following his death or such longer period as our Board may determine.
- (b) Subject to sub-paragraphs (c) and (d), if the grantee who is an employee ceases to be an employee for any reason other than his death, disability or the termination of his employment on one or more of the following grounds that:
  - (i) there is unsatisfied judgment, order or award outstanding against the grantee or our Company has reason to believe that the grantee is unable to pay or to have no reasonable prospect of being able to pay his debts;
  - (ii) there are circumstances which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of the type mentioned in sub-paragraph (i) above;
  - (iii) a bankruptcy order has been made against the grantee in any jurisdiction; or
  - (iv) a petition for bankruptcy has been presented against the grantee in any jurisdiction;

the grantee may exercise the option (to the extent exercisable as at the date of the relevant event and not exercised) within 30 days following the date of such cessation.

- (c) If the grantee is an employee, director, consultant, professional, agent, partner, advisor of or contractor to our Group or its Affiliate at the time of the grant of the relevant option(s) and his employment or service to our Company is terminated on the ground of disability, the grantee may exercise the option (to the extent exercisable as at the date on which such grantee ceases to be an employee, director, consultant, professional, agent, partner, advisor of or contractor to our Group or its Affiliate and not exercised) within six months following such cessation or such longer period as our Board may determine.
- (d) If the grantee is an employee at the time of the grant of the relevant option(s), in the event that such grantee shall cease to be an employee but becomes, or continues to be, a consultant, professional, customer, supplier, agent, partner or adviser of or



contractor to our Group or an Affiliate, then the option (to the extent exercisable as at the date on which such grantee ceases to be an employee and not exercised) shall be exercised within three months following the date of such cessation or such longer period as our Board may determine.

- (e) If the grantee is an employee at the time of the grant of the relevant option(s), in the event that such grantee shall cease to be an employee but becomes, or continues to be, a director of our Group or an Affiliate, then the option(s) (to the extent exercisable as at the date on which such grantee ceases to be an employee and not exercised) granted prior to the date of his becoming a director of our Group or its Affiliate shall remain exercisable until its expiry in accordance with the provisions of the Share Option Scheme and the terms and conditions upon which such option(s) is granted unless our Board shall determine to the contrary.
- (f) If the grantee, who is a director, consultant, professional, customer, supplier, agent, partner or adviser of or contractor to our Group or an Affiliate but not an employee, ceasing to be a director, consultant, customer, supplier, agent, partner or adviser of or contractor to our Group or an Affiliate (as the case may be) for any reason other than his death (in the case of a grantee being an individual) or disability (in the case of a grantee being a director or consultant of our Group or its Affiliate), the option (to the extent exercisable as at the date of such cessation and not exercised) shall be exercised within 30 days following the date of such cessation or such longer period as the Board may determine.

#### **10. *Effects of alterations to capital***

In the event of any alteration in our capital structure while an option remains exercisable, and such event arises from, including a capitalization of our Company profits or reserves, rights issue, consolidation, reclassification, subdivision or reduction of the share capital of our Company, such corresponding alterations (if any) shall be made to the number or nominal amount of Shares subject to the options so far as unexercised; and/or the exercise price; and/or the method of exercise of the options; and/or the maximum number of Shares subject to the Share Option Scheme. Any adjustments required under this paragraph must give a grantee the same proportion of the equity capital as that to which that grantee was previously entitled, but no such adjustments may be made to the extent that Shares would be issued at less than their nominal value or (unless with the prior approval from our shareholders in general meeting) to the extent that such adjustments are made to the advantage of the grantee. For the avoidance of doubt, the issue of securities as consideration in a transaction may not be regarded as a circumstance requiring adjustment. In respect of any such adjustments, other than any made on a capitalization issue, independent financial adviser appointed by our Company or our Company's auditors must confirm to our Directors in writing that the adjustments satisfy the requirements set out in this paragraph.

#### **11. *Rights on a Takeover***

If a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) is made to all the holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional (within the meaning of the Takeovers Code), the grantee shall be entitled to exercise the option (to the extent exercisable as at the date on which the general offer becomes or is declared unconditional and not exercised) in full or in part at any time within one month after the date on which the offer becomes or is declared unconditional (within the meaning of the Takeovers Code).

**12. Rights on a Scheme of Arrangement**

In the event of a compromise or arrangement between us and our members or creditors being proposed in connection with a scheme for reconstruction or amalgamation of our Company (other than any relocation schemes as contemplated in Rule 7.14(3) of the Listing Rules), we shall give notice thereof to all grantees on the same date as it gives notice of the meeting to our members or creditors to consider such a scheme of arrangement, and thereupon the grantee may, by notice in writing to our Company accompanied by the remittance for the total exercise price payable in respect of the exercise of the relevant option (such notice to be received by our Company not later than two business days (excluding any period(s) of closure of our share registers) prior to the proposed meeting) exercise the option (to the extent exercisable as at the date of the notice to the grantee and not exercised) either in full or in part and we shall, as soon as possible and in any event no later than the business day (excluding any period(s) of closure of our share registers) immediately prior to the date of the proposed meeting, allot and issue such number of Shares to the grantee which falls to be issued on such exercise credited as fully paid and registered the grantee as holder thereof.

**13. Rights on a Voluntary Winding up**

In the event notice is given by us to our Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind up us, we shall forthwith give notice thereof to the grantee and the grantee may, by notice in writing to our Company accompanied by the remittance for the total exercise price payable in respect of the exercise of the relevant option (such notice to be received by our Company not later than two business days (excluding any period(s) of closure of our share registers) prior to the proposed meeting) exercise the option (to the extent exercisable as at the date of the notice to the grantee and not exercised) either in full or in part and we shall, as soon as possible and in any event no later than the business day (excluding any period(s) of closure of our share registers) immediately prior to the date of the proposed shareholders' meeting, allot and issue such number of Shares to the grantee which falls to be issued on such exercise.

**14. Rights attaching to Shares upon exercise of an option**

Shares allotted upon the exercise of an option shall rank *pari passu* in all respects with the existing fully paid Shares in issue at the date of allotment.

**15. Lapse of options**

An option (to the extent such option has not already been exercised) shall lapse and not be exercisable on the earliest of:

- (a) the expiry of the exercise period;
- (b) the expiry of the periods referred to in paragraph 9;
- (c) the date of commencement of our Company's winding-up in respect of the situation contemplated in paragraph 13;
- (d) the date when the proposed compromise or arrangement becomes effective in respect of the situation contemplated in paragraph 12;

- (e) the date of which the grantee who is an employee ceases to be an employee by reason of the termination of his employment on the grounds that he has been guilty of serious misconduct or has been convicted of any criminal offence involving his integrity or honesty;
- (f) the happening of any of the following events, unless otherwise waived by our Board:
  - (i) any liquidator, provisional liquidator, receiver or any person carrying out any similar function has been appointed anywhere in the world in respect of the whole or any part of the asset or undertaking of the grantee (being a corporation);
  - (ii) the grantee (being a corporation) has ceased or suspended payment of its debts, become unable to pay its debts (within a meaning of section 178 of the Companies Ordinance or any similar provisions under the Cayman Islands Company Law) or otherwise become insolvent;
  - (iii) there is unsatisfied judgment, order or award outstanding against the grantee or our Company has reason to believe that the grantee is unable to pay or to have no reasonable prospect of being able to pay his/her/its debts;
  - (iv) there are circumstances which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of the type mentioned in sub-paragraphs (i), (ii) and (iii) above;
  - (v) a bankruptcy order has been made against the grantee or any director of the grantee (being a corporation) in any jurisdiction; or
  - (vi) a petition for bankruptcy has been presented against the grantee or any director of the grantee (being a corporation) in any jurisdiction;
- (g) the date on which a situation as contemplated under paragraph 7 arises;
- (h) the date on which the grantee commits a breach of any terms or conditions attached to the grant of the option, unless otherwise resolved to the contrary by our Board; or
- (i) the date on which our Board resolves that the grantee has failed or otherwise is or has been unable to meet the continuing eligibility criteria as may be prescribed pursuant to paragraph 8.

#### **16. Cancellation of options granted**

Our Board shall have the absolute discretion to cancel any options granted at any time if the grantee so agreed provided that where an option is cancelled and a new option is proposed to be issued to the same grantee, the issue of such new option may only be made with available but unissued Shares in the authorized share capital of our Company, and available ungranted options (excluding for this purpose all the cancelled options) within the limits referred to in paragraph 5.

#### **17. Period of the Share Option Scheme**

Options may be granted to Eligible Participants under the Share Option Scheme during the period of ten years commencing on the effective date of the Share Option Scheme.

**18. Alteration to Share Option Scheme and Termination**

- (a) The Share Option Scheme may be altered in any respect by resolution of our Board except those specific provisions relating to matters in Rule 17.03 of the Listing Rules (or any other relevant provisions of the Listing Rules from time to time applicable) be altered to the advantage of grantees or prospective grantees except with the prior approval of the Shareholders of our Company in general meeting.
- (b) Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature must be approved by the Shareholders of our Company in general meeting, except where such alterations take effect automatically under the existing terms of the Share Option Scheme.
- (c) We by resolution in general meeting or our Board may at any time terminate the operation of the Share Option Scheme and in such event, no further options will be offered but the provisions of the Share Option Scheme shall remain in force in all other respects.

**19. Conditions of the Share Option Scheme**

The Share Option Scheme shall take effect subject to the passing of the necessary resolution to adopt the Share Option Scheme by our Shareholders in a special general meeting of our Company and is conditional upon the Listing Committee of the Stock Exchange granting approval for the listing of, and permission to deal in, any Shares to be issued and allotted by our Company pursuant to the exercise of options in accordance with the terms and conditions of the Share Option Scheme.

**20. Administration of the Share Option Scheme**

The Share Option Scheme shall be subject to the administration of our Board or any committee established by our Board from time to time, whose decision (save as otherwise provided in the Share Option Scheme) shall be final and binding on all parties.

**Pre-IPO Share Option Scheme**

Pursuant to the written resolutions of the shareholders of our Company passed on November 5, 2012, the rules of the Pre-IPO Share Option Scheme were approved and adopted.

**Purpose and terms**

The purpose of the Pre-IPO Share Option Scheme is to recognize the contribution of certain executives, employees and directors of our Group who are in full-time employment of our Group to the growth of our Group and/or to the Listing of the Shares on the Stock Exchange by granting options to them as incentive or reward. The principal terms of the Pre-IPO Share Option Scheme, approved and adopted pursuant to the written resolutions of the Shareholders of our Company passed on November 5, 2012, are substantially the same as the terms of the Share Option Scheme except that:

- (a) the total number of Shares which may be issued upon the exercise of all options granted under the Pre-IPO Share Option Scheme is 100,000,200 Shares, representing approximately 7.5% of the enlarged issued share capital of our Company immediately following the completion of the Global Offering and the Capitalization Issue (without

taking into account any Shares which may be issued and allotted upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme);

- (b) save for the options which have been granted on or before November 7, 2012, no further options will be granted under the Pre-IPO Share Option Scheme on or after the Listing Date;
- (c) the option(s) granted to Mr. Lee under the Pre-IPO Share Option shall become exercisable in accordance with the time and subject to the meeting of the annual growth target of consolidated PRC profit after tax, i.e. the aggregate profit after tax of either (a) our Group's subsidiaries established in the PRC which are engaged in the business of operating restaurants in the PRC; or (b) or the consolidated profit after tax of the holding company of all our Group's subsidiaries established in the PRC which are engaged in the business of operating restaurants in the PRC, in each case as audited by the auditor(s) of our Company's subsidiaries established in the PRC (the "PRC Profit") as described below:

- (i) on the first anniversary date of the Listing Date, only if:

((PRC Profit for the year ending 31 March 2013/PRC Profit for the year ended 31 March 2012)-1)x100%≥50%,

then option(s) in respect of 33% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lee under the Pre-IPO Share Option Scheme shall become exercisable;

- (ii) on the second anniversary date of the Listing Date, only if:

((PRC Profit for the year ending 31 March 2014/PRC Profit for the year ending 31 March 2013)-1)x100%≥30%,

then option(s) in respect of 33% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lee under the Pre-IPO Share Option Scheme shall become exercisable;

- (iii) on the third anniversary date of the Listing Date, only if:

((PRC Profit for the year ending 31 March 2015/PRC Profit for the year ending 31 March 2014)-1)x100%≥20%,

then option(s) in respect of 34% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lee under the Pre-IPO Share Option Scheme shall become exercisable.

All the options granted to Mr. Lee under the Pre-IPO Share Option Scheme that (i) does not become exercisable as a result of the relevant growth rate of the PRC Profit falling short of the indicated percentage for any given year or (ii) are not exercised by him within five years after the Listing, shall lapse and be deemed as cancelled and void. The options granted to Mr. Lee under the Pre-IPO Share Option Scheme are only exercisable if the total subscription money for an exercise reaches a prescribed benchmark of HK\$2,500,000;

- (d) the option(s) granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option shall become exercisable in accordance with the time as indicated below:
- (i) on the first anniversary date of the Listing Date, option(s) in respect of 33% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option Scheme shall become exercisable;
  - (ii) on the second anniversary date of the Listing Date, option(s) in respect of 34% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option Scheme shall become exercisable;
  - (iii) on the third anniversary date of the Listing Date, option(s) in respect of 33% of the total number of Shares to be issued pursuant to the exercise of the options granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option Scheme shall become exercisable.

All the options granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option Scheme that are not exercised by them prior to the fourth anniversary date of the Listing Date shall lapse and be deemed as cancelled and void. Options granted to Mr. Lock and one other Grantee under the Pre-IPO Share Option Scheme are only exercisable if the total subscription money for an exercise reaches a prescribed benchmark of HK\$2,500,000.

- (e) the option(s) granted to the Grantees other than those mentioned in paragraphs (c) and (d) above under the Pre-IPO Share Option Scheme shall become exercisable in accordance with the time as indicated below:
- (i) on the first anniversary date of the Listing Date, option(s) in respect of 50% of the total number of Shares to be issued pursuant to the exercise of the options granted to the Grantees other than those mentioned in paragraphs (c) and (d) above under the Pre-IPO Share Option Scheme shall become exercisable;
  - (ii) on the second anniversary date of the Listing Date, option(s) in respect of 50% of the total number of Shares to be issued pursuant to the exercise of the options granted to the Grantees other than those mentioned in paragraphs (c) and (d) above under the Pre-IPO Share Option Scheme shall become exercisable.

All the options granted to the Grantees other than those mentioned in paragraphs (c) and (d) above under the Pre-IPO Share Option Scheme that are not exercised by them prior to the third anniversary date of the Listing Date shall lapse and be deemed as cancelled and void;

- (f) the exercise price for any Share under the Pre-IPO Share Option Scheme shall be the Offer Price;
- (g) our Board may at its discretion grant option(s) under the Pre-IPO Share Option Scheme to:
- (i) any executive, non-executive or independent non-executive director of any member of the Group or an entity in which the Group holds an interest ("Affiliate");

- (ii) any Employee of any member of the Group;
  - (iii) any customer, supplier, agent, partner, consultant, adviser or shareholder of or contractor to any member of the Group or an Affiliate;
  - (iv) the trustee of any trust the beneficiary of which or any discretionary trust the discretionary objects of which include any director, employee, customer, supplier, agent, partner, consultant, adviser or shareholder of or contractor to any member of the Group or an Affiliate; or
  - (v) a company beneficially owned by any director, employee, consultant, customer, supplier, agent, partner, shareholder, adviser of or contractor to any member of the Group or an Affiliate; and
- (h) each of the Grantees is required to pay HK\$1.00 on acceptance of the options granted under the Pre-IPO Share Option Scheme.

Application has been made to the Listing Committee of the Stock Exchange for the approval of the listing of and permission to deal in, 100,000,200 Shares to be issued pursuant to the exercise of the options granted under the Pre-IPO Share Option Scheme.

***Outstanding options under the Pre-IPO Share Option Scheme***

As at the date of this prospectus, options to subscribe for an aggregate of 100,000,200 Shares (representing approximately 7.5% of the enlarged issued share capital of our Company immediately after completion of the Global Offering, without taking into account any Shares which may be issued and allotted upon any exercise of the Over-allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme) have been granted under the Pre-IPO Share Option Scheme. All the options under the Pre-IPO Share Option Scheme were granted on or before November 7, 2012 and no further options will be granted under the Pre-IPO Share Option Scheme prior to the Listing Date.



Particulars of the outstanding options conditionally granted under the Pre-IPO Share Option Scheme are set out below:

			Number of underlying Shares to be issued upon full exercise of the Pre-IPO Share options	Percentage of issued share capital of our Company immediately following the completion of the Global Offering and the Capitalisation Issue (without taking into account any Shares which may be issued and allotted upon any exercise of the Over- allotment Option and the options which have been or may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme)
	<u>Grantee and position</u>	<u>Residential address</u>		
1.	Mr. Lee (Executive Director and Chairman of the Board)	Flat A, 10/F, Right Mansion, 29 Robinson Road, Mid-Levels, Hong Kong	40,000,080	3.00%
2.	Mr. Lock (Chief executive officer)	8A, No. 50A, Tai Hang Road, Jardine's Lookout, Hong Kong	26,666,720	2.00%
3.	Ms. LI Tsau Ha (李楸夏) (General manager)	Flat RD, 28/F, Tower 5, Water Lilies, Le Prestige, Tseung Kwan O, New Territories	274,616	0.02%
4.	Mr. YANG Dong John (楊東) (Chief financial officer and company secretary)	Flat G, 35/F, BLK 2, Banyan Garden, Lai Chi Kok, Hong Kong	137,308	0.01%
5.	Mr. LAW Cho Yan (羅祖恩) (Chief operation officer)	Flat D, 33/F, Tower 5, 33 Tsing King Road, Phase 1, Tierra Verde, Tsing Yi, New Territories	274,616	0.02%
6.	Mr. CHAN Hoi Tung (陳海東) (Manager)	Flat E, 9/F, BLK 1, Vantage Park 22 Conduit Road Hong Kong	13,333,360	1.00%
7.	Other Grantees (187 employees of our Group)	N/A	19,313,500	1.45%
	<b>Total</b>		<b>100,000,200</b>	<b>7.5%</b>

The shareholding of the Shareholders of our Company and the earnings per Share immediately following the completion of the Global Offering and the Capitalisation Issue, assuming the Over-allotment Option is not exercised, would be diluted by approximately 7%.

Save as disclosed in the above paragraphs, no other options have been granted or agreed to be granted by our Company under the Pre-IPO Share Option Scheme or the Share Option Scheme as at the date of the prospectus.

Save as disclosed in the above paragraphs, no other options have been granted or agreed to be granted by our Company under the Share Option Scheme as at the date of the prospectus.

## **G. OTHER INFORMATION**

### **1. Estate duty**

We have been advised that no material liability for estate duty is likely to fall on us or any of our subsidiaries in the PRC and that the Cayman Islands currently have no estate duty, inheritance tax or gift tax.

### **2. Indemnities given by the Controlling Shareholders**

Under the Deed of Indemnity, Mr. Lee, Mr. Ho, Mr. YT Cheung, Mr. WK Cheung, Mr. YP Cheung, Cui Fa, Ample Favour and Victor Leap, each being a Controlling Shareholder (together the “Indemnifiers”) have jointly and severally undertaken to and covenanted with our Company that they will indemnify and at all times keep our Group fully indemnified against any actions, claims, losses, liabilities, damages, costs, charges or expenses which may be made, suffered or incurred by any of them in respect of or arising directly or indirectly from any claims which are covered by the indemnities in relation to taxation, estate duty and claims (as set out below) including, but not limited to, all reasonable costs (including legal costs), charges, expenses, penalties and other liabilities which our Group may reasonably and properly incur in connection with:

- (a) the investigation, assessment or the contesting of any claim;
- (b) the settlement of any claim;
- (c) any legal proceedings in which our Group claims under or in respect of the Deed of Indemnity and in which judgment is given in favour of our Group;
- (d) the enforcement of any such settlement or judgment in respect of any claim;
- (e) building orders issued by the Building Authority and/or Buildings Department served on any member of our Group, in relation to any building structure(s) and/or equipment(s) erected by any of our member Group prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled, on the relevant premises where any of our Group’s restaurants was/is located at; or
- (f) building orders and/or notices issued by the Building Authority and/or Buildings Department to any third parties, including the relevant landlord(s) of any of the premises at which any of our Group’s restaurants was/is located, to the extent that the concerned building structure(s) and/or equipment(s) was erected by any member of our Group companies, prior to the date on which conditions set out in “Structure and

Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled and/or to the extent the operations of the Group or any of the Group companies are affected due to such orders and/or notices.

In addition, pursuant to the Deed of Indemnity, the Indemnifiers also agree and undertake, jointly and severally, with our Company, subject to the terms of the Deed, to indemnify our Company and our Group (on its own behalf and as trustee for our Group) and at all times keep the same fully indemnified on demand against all claims, actions, demands, proceedings, judgments, losses, liabilities, damages, costs, charges, fees, expenses, penalties and fines falling on our Company or our Group directly or indirectly resulting from, or relating to or in consequence of:

- (a) the Reorganization;
- (b) any unlawful use of the real properties leased by any company of our Group and/or non-compliance by the relevant company of our Group of any relevant land, construction or user regulations applicable to the properties leased by the relevant company of our Group prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled, including those in connection with the orders issued by the Buildings Department under section 24 of the Buildings Ordinance against any company of our Group;
- (c) any rectifying works carried out by any of our landlord of the premises or third party on which the relevant building order/notice was served where our restaurants are located to remove any unauthorized building work (as defined under section 14 of the Buildings Ordinance) which has been erected by any member of our Group prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled;
- (d) any possible or alleged violation or non-compliance by our Group Companies with any Hong Kong or PRC laws or regulations (including but not limited to the Food Business Regulation (Chapter 132X of the Laws of Hong Kong), the Buildings Ordinance and the Water Pollution Control Ordinance (Chapter 358 of the Laws of Hong Kong)) prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled, including in relation to (i) non-compliance with the Companies Ordinance; (ii) the requirement to obtain all relevant licenses, approvals, permit and certificates for conducting its business; (iii) the PRC laws and regulations in relation to the participation of social welfare scheme (including housing provident fund); and (iv) the PRC laws and regulations to the loans and advances provided by third parties to our Group or provided by our Group to certain related companies prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled; and
- (e) claims by any person alleging to be so interested with or without being registered in the register of members our Group prior to the date on which conditions set out in “Structure and Conditions of Global Offering — Conditions of the Global Offering” in this prospectus are fulfilled.

**3. Litigation**

Save as disclosed in “Business — Legal proceedings” in this prospectus, neither our Company nor any of its subsidiaries is engaged in any litigation or arbitration of material importance and no litigation, arbitration or claim of material importance is known by our Directors to be pending or threatened by or against any member of our Group.

**4. Promoters**

Our Company has no promoter as the term is defined under the Listing Rules.

**5. Application for listing**

The Sole Sponsor has made an application on behalf of our Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus, and any Shares which may fall to be issued pursuant to the exercise of any options granted under the Pre-IPO Share Option Scheme and which may be granted under the Share Option Scheme.

**6. Preliminary expenses**

The preliminary expenses of our Company are estimated to be approximately HK\$40,000, and are payable by our Company.

**7. Qualifications of experts**

The following are the qualifications of the experts which have given their opinions or advice which are contained, or referred to, in this prospectus:

<b>Expert</b>	<b>Qualification</b>
Deutsche Securities Asia Limited. . .	Licensed under the SFO for type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts), type 6 (advising on corporate finance) and type 7 (providing automated trading services) of regulated activities as defined under the SFO
Ernst & Young . . . . .	Certified Public Accountants
Frost & Sullivan . . . . .	Independent professional market research firm
Deacons . . . . .	Qualified Hong Kong lawyers
Conyers Dill & Pearman (Cayman) Limited . . . . .	Cayman Islands attorneys-at-law
Commerce & Finance Law Offices. .	Qualified PRC lawyers
Rato, Ling, Vong, Lei & Cortés — Advogados. . . . .	Qualified Macau lawyers

**8. Consents of experts**

Each of the experts referred to above has given and has not withdrawn its written consent to the issue of this prospectus with inclusion of its report and/or letter and/or the references to its name in the form and context in which they are respectively included.

As at the Latest Practicable Date, none of the experts referred to above have any shareholding in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

**9. Binding effect**

This prospectus shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all the provisions (other than the penal provisions) of sections 44A and 44B of the Companies Ordinance so far as applicable.

**10. Miscellaneous**

Except as disclosed in this prospectus:

- (a) within the two years immediately preceding the date of this prospectus, no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued fully or partly paid for either cash or a consideration other than cash;
- (b) within the two years immediately preceding the date of this prospectus, no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (c) within the two years immediately preceding the date of this prospectus, no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;
- (d) since June 30, 2012 (being the date to which the latest audited consolidated financial statements of our Group were made up) there has not been any material adverse effect in the financial or trading position of our Group;
- (e) no founder, management or deferred shares or debentures of our Company or any of our subsidiaries have been issued or agreed to be issued;
- (f) all necessary arrangements have been made to enable the Shares to be admitted into CCASS for clearing and settlement;
- (g) no company within our Group is presently listed on any stock exchange or traded or any trading system;
- (h) there is no arrangement under which future dividends are waived or agreed to be waived;
- (i) there has not been any interruption in the business of our Group which may have or have had a significant effect on the financial position of our Group in the twelve (12) months immediately preceding the date of this prospectus; and

- (j) subject to the provisions of the Cayman Islands Company Law, the register of members of our Company will be maintained in Hong Kong by Tricor Investor Services Limited.

**11. Bilingual Prospectus**

The English language and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided in section 4 of the Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).