

INFORMATION ABOUT THE COMPANY**1. Incorporation of the Company**

The Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 28 September 2011.

We have been registered in Hong Kong under Part XI of the Hong Kong Companies Ordinance as a non-Hong Kong company and our principal place of business in Hong Kong is at Flat B, 13/F, Wing Chai Industrial Building, 27–29 Ng Fong Street, San Po Kong, Kowloon, Hong Kong. In compliance with the requirements of the Hong Kong Companies Ordinance, Mr. Huang has been appointed as our agent for the acceptance of service of process and any notice required to be served on the Company in Hong Kong.

The Company was incorporated in the Cayman Islands and is subject to Cayman Islands law. Its constitution comprises a memorandum of association and articles of association. A summary of certain relevant parts of its constitution and certain relevant aspects of Companies Law is set out in Appendix III to this prospectus.

2. Changes in share capital of the Company*(a) Increase in authorised share capital*

- (i) As at the date of incorporation of the Company on 28 September 2011, our authorised share capital was HK\$100,000 divided into 1,000,000 Shares having a par value of HK\$0.10 each.
- (ii) On 24 December 2012, the authorised share capital of the Company was further increased to HK\$120,000,000 by the creation of further 1,199,000,000 Shares pursuant to a resolution passed by the Shareholders.
- (iii) Immediately following completion of the Global Offering and the Capitalisation Issue but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the options which may be granted under the Share Option Scheme and upon the exercise of the Over-allotment Option, the authorised share capital of the Company will be HK\$120,000,000 divided into 1,200,000,000 Shares, of which 600,000,000 Shares will be issued fully paid or credited as fully paid, and 600,000,000 Shares will remain unissued.

Other than pursuant to the exercise of the Over-allotment Option and the exercise of any options which may be granted under the Share Option Scheme, there is no present intention to issue any of the authorised but unissued share capital of the Company and, without the prior approval of the Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of the Company.

Save as disclosed herein and in sections headed “Information about the Company — 3. Resolutions in writing of the Shareholders passed on 24 December 2012” and “Information about the Company — 4. Group reorganisation” in this Appendix of the prospectus, there has been no alteration in the share capital of the Company since its incorporation.

(b) *Founder shares*

The Company has no founder shares, management shares or deferred shares.

3. Resolutions in writing of the Shareholders passed on 24 December 2012

Written resolutions were passed by the Shareholders on 24 December 2012 pursuant to which, among other matters:

- (a) the Company approved and adopted the Articles of Association conditional upon and with effect from the listing of the Shares on the Stock Exchange on the Listing Date;
- (b) The authorised share capital of the Company was increased from HK\$100,000 to HK\$120,000,000 by the creation of further 1,199,000,000 Shares;
- (c) conditional on (aa) the Listing Committee of the Stock Exchange granting listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus; (bb) the Offer Price having been determined; (cc) the execution and delivery of the Underwriting Agreements on or before the date as mentioned in this prospectus; and (dd) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and not being terminated in accordance with the terms of the Underwriting Agreements or otherwise, in each case on or before the day falling 30 days after the date of this prospectus:
 - (i) the Global Offering and the Over-allotment Option were approved and the Directors were authorised to allot and issue of the Offer Shares pursuant to the Global Offering and such number of Shares as may be required to be allotted and issued upon the exercise of the Over-allotment Option;
 - (ii) the rules of the Share Option Scheme, the principal terms of which are set out in paragraph 15 of this appendix, were approved and adopted and the Directors were authorised to approve any amendments to the rules of the Share Option Scheme as may be acceptable or not objected to by the Stock Exchange, and at the Directors' absolute discretion to grant options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of options which may be granted under the Share Option Scheme and to take all such steps as may be necessary, desirable or expedient to implement the Share Option Scheme;
 - (iii) conditional on the share premium account of the Company being credited as a result of the Global Offering, the Directors were authorised to capitalise HK\$44,900,000 standing to the credit of the share premium account of the Company by applying such sum in paying up in full at par 449,000,000 Shares for allotment and issue to holders of Shares whose names appear on the register of members of the Company at the close of business on 24 December 2012 (or as they may direct) in proportion (as nearly as possible without involving fractions so that no fraction of a share shall be allotted and issued) to their then existing holdings in the Company and so that the Shares to be allotted and issued pursuant to this resolution should rank *pari passu* in all respects with the then existing issued Shares and the Directors were authorised to give effect to such capitalisation;

- (iv) a general unconditional mandate was given to the Directors to exercise all powers of the Company to allot, issue and deal with, otherwise than by way of rights issue, scrip dividend schemes or similar arrangements providing for allotment of Shares in lieu of the whole or in part of any dividend in accordance with the Articles of Association, or pursuant to the exercise of any options which may be granted under the Share Option Scheme, or under the Global Offering or the Capitalisation Issue or upon the exercise of the Over-allotment Option, Shares with an aggregate nominal amount of not exceeding the sum of (aa) 20% of the aggregate nominal amount of the share capital of the Company in issue immediately following completion of the Global Offering and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option, and (bb) the aggregate nominal amount of the share capital of the Company which may be purchased by the Company pursuant to the authority granted to the Directors as referred to in sub-paragraph (vi) below, until the conclusion of the next annual general meeting of the Company, or the date by which the next annual general meeting of the Company is required by the Articles of Association, the Companies Law or any other applicable Cayman Islands law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first;
 - (v) a general unconditional mandate (the “Repurchase Mandate”) was given to the Directors to exercise all powers of the Company to purchase or repurchase Shares on the Stock Exchange or other stock exchange on which the securities of the Company may be listed and recognised by the SFC and the Stock Exchange for this purpose, with an aggregate nominal amount of not exceeding 10% of the aggregate nominal amount of the share capital of the Company in issue immediately following the completion of the Global Offering and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option until the conclusion of the next annual general meeting of the Company, or the date by which the next annual general meeting of the Company is required by the Articles of Association or any applicable Cayman Islands law to be held, or the passing of an ordinary resolution by the Shareholders revoking or varying the authority given to the Directors, whichever occurs first; and
 - (vi) the extension of the general mandate to allot, issue and deal with Shares pursuant to paragraph (v) above to include the nominal amount of Shares which may be purchased or repurchased pursuant to paragraph (vi) above.
- (d) We approved the form and substance of each of the service agreements made between the executive Directors and us, and the form and substance of each of the appointment letters made between each of our independent non-executive Directors with us.

4. Group reorganisation

The companies comprising the Group underwent a reorganisation to rationalise the Group's structure in preparation for the listing of the Shares on the Stock Exchange. For more details regarding the Reorganisation, please refer to section headed “History and Corporate Structure — Reorganisation” in this prospectus.

5. Changes in share capital of subsidiaries

The subsidiaries of the Company are listed in the Accountant's Report set out in Appendix I to this prospectus.

Save as disclosed herein and in paragraph 4 of this Appendix, the following alterations in the share capital of each of the Company's subsidiaries took place within the two years immediately preceding the date of this prospectus:

Higrowth

- (a) On 18 November 2011, Master Trend transferred 9.9% shareholding in Higrowth to Obvious Success.
- (b) On 2 January 2012, Peakwin Group and Obvious Success transferred 90.1% and 9.9% shareholding in Higrowth to the Company for a consideration of allotting and issuing 944,842 Shares and 55,157 Shares, credited as fully paid, to Sky Halo and Obvious Success.

Rich Vast

- (a) On 25 October 2011, Rich Vast was incorporated as a limited liability company in the BVI and became a wholly-owned subsidiary of the Company.
- (b) On 30 December 2011, Rich Vast allotted and issued 1,000 shares to the Company.

Mega Dollar

- (a) On 25 October 2011, Mega Dollar was incorporated as a limited liability company in the BVI and became a wholly-owned subsidiary of the Company.
- (b) On 30 December 2011, Mega Dollar allotted and issued 1,000 shares to the Company.

Halo Cypress

- (a) On 25 October 2011, Halo Cypress was incorporated as a limited liability company in the BVI and became a wholly-owned subsidiary of the Company.
- (b) On 30 December 2011, Halo Cypress allotted and issued 1,000 shares to the Company.

Jointex Garment

- (a) On 23 March 2011, the authorised share capital of Jointex Garment was increased from HK\$10,000 to HK\$1,000,000 and 504,900 shares were issued to Peakwin Group, 198,000 shares were issued to Mr. Chan, 188,100 shares were issued to Mr. Au and 99,000 shares were issued to Vivach.
- (b) On 30 December 2011, Peakwin Group, Mr. Chan, Mr. Au and Vivach transferred their respective 51%, 20%, 19% and 10% shareholding in Jointex Garment to Rich Vast for a consideration of allotting and issuing 1,000 shares in Rich Vast, credited as fully paid, to the Company.

Goalwill Garment

- (a) On 30 December 2011, Peakwin Group, Mr. Chan, Mr. Au and Ms. Chang transferred their respective 51%, 20%, 19% and 10% shareholding in Goalwill Garment to Mega Dollar for a consideration of allotting and issuing 1,000 shares in Mega Dollar, credited as fully paid, to the Company.

Shining China

- (a) On 2 June 2010, Mr. Cheuk, Smart Grain and Mr. Yan Yan and Multigrowth transferred their respective 9.6%, 11%, 20% and 30% shareholding in Shining China to Fortune Elite for a consideration of HK\$706,000.
- (b) On 27 September 2010, Fortune Elite transferred its 70.6% shareholding in Shining China to Peakwin Group for a consideration of HK\$706,000.
- (c) On 1 November 2011, Mr. Cheuk and Smart Grain transferred their respective 10.4% and 19% shareholding in Shining China to Peakwin Group for a consideration of HK\$294,000.
- (d) On 30 December 2011, Peakwin Group transferred its 100% shareholding in Shining China to Halo Cypress for a consideration of allotting and issuing 1,000 shares in Halo Cypress, credited as fully paid, to the Company.

Unisex Trading

- (a) On 3 June 2010, Unisex Trading was incorporated as a wholly-foreign owned company with a registered capital of US\$1,000,000 in the PRC and was wholly-owned by Shining China.

Shanghai Shining

- (a) On 8 November 2011, at the instruction of the Huang Brothers, Ms. Li Minhua and Ms. Zhuo Meijuan completed the transfer of their respective 80% and 20% equity interests in Shanghai Shining to Unisex Trading.

6. Further information about the Group's PRC establishment

The Group has interest in the registered capital of various PRC subsidiaries. A summary of the corporate information of such PRC subsidiaries as at the Latest Practicable Date is set out as follows:

(a) *Speedy Dongguan*

Name of the enterprise:	東莞迅捷環球製衣有限公司 (Dongguan Speedy Garment Manufacturing Company Limited*)
Registered address:	Nanmian Industrial District, Xiagang Village, Changan Town, Dongguan, the PRC
Date of its establishment:	9 October 2004
Economic nature:	Wholly foreign-owned enterprise
Registered owner:	Speedy Garment
Registered capital:	HK\$10,000,000
Attributable interest to the Group:	100%
Term of operation:	9 October 2004 to 9 October 2019

(b) *Koyip Huizhou*

Name of the enterprise:	高業製衣(惠州)有限公司 (Koyip Garment Manufacturing (Huizhou) Company Limited*)
Registered address:	Shengfeng Industrial Park, Julong Village, Yuanzhou Town, Boluo County, Huizhou, the PRC
Date of its establishment:	22 January 2009
Economic nature:	Wholly foreign-owned enterprise
Registered owner:	Jointex Garment
Registered capital:	HK\$10,000,000
Attributable interest to the Group:	100%
Term of operation:	22 January 2009 to 22 January 2039

(c) *Unisex Trading*

Name of the enterprise:	優捷思貿易(惠州)有限公司 (Unisex Trading (Huizhou) Company Limited*)
Registered address:	Shangyuan Road, Julong Village, Yuanzhou Town, Boluo County, Huizhou, the PRC
Date of its establishment:	3 June 2010
Economic nature:	Wholly foreign-owned enterprise
Registered owner:	Shining China
Registered capital:	US\$1,000,000
Attributable interest to the Group:	100%
Term of operation:	3 June 2010 to 3 June 2040

(d) Shanghai Shining

Name of the enterprise:	上海耀中貿易有限公司 (Shanghai Shining China Trading Company Limited*)
Registered address:	Room G369, No. 7735 Fanghuang Road, Huangdu Town, Jiading District, the PRC
Date of its establishment:	11 August 2004
Economic nature:	Limited liability company
Registered owner:	Unisex Trading
Registered capital:	RMB1,000,000
Attributable interest to the Group:	100%
Term of operation:	11 August 2004 to 10 August 2014

7. Securities repurchase mandate

This paragraph includes information required by the Stock Exchange to be included in this prospectus concerning the repurchase by the Company of its own securities.

(a) Shareholders' approval

All proposed repurchases of securities (which must be fully paid up in the case of shares) by a company listed on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholder, either by way of general mandate or by specific approval of a particular transaction.

Pursuant to a resolution in writing passed by the Shareholders on 24 December 2012, the Repurchase Mandate was given to the Directors authorising any repurchase by the Company of Shares on the Stock Exchange or any other stock exchange on which the securities of the Company may be listed and which is recognised by the SFC of Hong Kong and the Stock Exchange for this purpose, of up to 10% of the aggregate nominal amount of the share capital of the Company in issue immediately following completion of the Global Offering and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the Over-allotment Option and the Share Option Scheme, such mandate to expire at the conclusion of the next annual general meeting of the Company, or the date by which the next annual general meeting of the Company is required by the Articles of Association or applicable Cayman Islands law to be held, or the passing of an ordinary resolution by Shareholders in general meeting revoking or varying the authority given to the Directors, whichever occurs first.

(b) Source of funds

Repurchases must be paid out of funds legally available for the purpose in accordance with the Articles of Association and the Companies Law. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Under the Cayman Islands laws, any repurchases by the Company may be made out of profits of the Company or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if so authorised by the Articles of Association and subject to the provisions of the Companies Law, out of capital.

Any premium payable on a redemption or purchase over the par value of the Shares to be purchased must be provided for out of the profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to the provisions of the Companies Law, out of capital.

(c) Reasons for repurchases

The Directors believe that it is in the best interest of the Company and the Shareholders for the Directors to have general authority from the Shareholders to enable the 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 asset value per Share and/or earnings per Share and will only be made if the Directors believe that such repurchases will benefit the Company and the Shareholders.

(d) Funding of repurchases

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

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

The exercise in full of the Repurchase Mandate, on the basis of 600,000,000 Shares in issue immediately after the Listing, would result in up to 60,000,000 Shares being repurchased by the Company during the period in which the Repurchase Mandate remains in force.

(e) General

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates currently intends to sell any Shares to the Company or our subsidiaries.

The 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, the Articles of Association and the applicable laws of the Cayman Islands.

If, as a result of a securities repurchase, a Shareholder's proportionate interest in the voting rights of the Company is increased, such increase will be treated as an acquisition for the purpose of the Takeovers Code. The Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

The Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the Listing Rules).

No connected person (as defined in the Listing Rules) of the Company has notified the Company that he/she/it has a present intention to sell Shares to the Company, or has undertaken not to do so if the Repurchase Mandate is exercised.

FURTHER INFORMATION ABOUT THE BUSINESS OF THE COMPANY

8. Summary of material contracts

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

- (a) an equity transfer agreement (股權轉讓協議) dated 9 October 2011 and entered into among Ms. Li Minhua (李敏華), Ms. Zhuo Meijuan (卓美娟) and Unisex Trading, pursuant to which Unisex Trading agreed to acquire 100% equity interest in Shanghai Shining from Ms. Li Minhua (李敏華) and Ms. Zhuo Meijuan (卓美娟) for a consideration of RMB1,000,000;
- (b) a memorandum of agreement for sale and purchase dated 12 December 2011 and entered into between Speedy Garment and Shing Fun International Industrial Limited, pursuant to which Shing Fun International Industrial Limited purchased the property located at Workshops A to D on 13th Floor, Wing Chai Industrial Building, Nos. 222–224 Choi Hung Road, Nos. 27–29 Ng Fong Street, Kowloon, Hong Kong from Speedy Garment for a consideration of HK\$20,000,000;
- (c) a share swap agreement (the “**Speedy Share Swap Agreement**”) dated 16 December 2011 and entered into among the Company, Peakwin Group, Obvious Success and Sky Halo relating to the transfer of 90.1% and 9.9% equity interests in Higrowth from Peakwin Group and Obvious Success to the Company in exchange for the consideration shares issued by the Company;
- (d) a deed of termination dated 16 December 2011 and entered into among Giordano International Limited, Master Trend, the Company, Shing Fun and Higrowth relating to the termination of certain agreements entered into among the relevant parties;
- (e) a share swap agreement (the “**Management Share Swap Agreement**”) dated 29 December 2011 and entered into among the Company, Mr. Huang, Mr. Huang Chih Chien, Mr. Chan, Mr. Au, Ms. Chang and Sky Halo relating to the transfer of the entire equity interests in each of Jointex Garment, Goalwill Garment and Shining China to Rich Vast, Mega Dollar and Halo Cypress respectively by way of share swap;
- (f) a supplemental agreement entitled “Speedy Supplemental Agreement” dated 14 May 2012 and entered into among the Company, Peakwin Group, Obvious Success and Sky Halo relating to the distribution of dividend of Higrowth Group accumulated before completion of the Speedy Share Swap Agreement;

- (g) a supplemental agreement entitled “Management Supplemental Agreement” dated 14 May 2012 and entered into among the Company, Mr. Huang, Mr. Huang Chih Chien, Mr. Chan, Mr. Au, Ms. Chang and Sky Halo relating to the distribution of dividend of Jointex and Goalwill Group and Shining China Group accumulated before completion of the Management Share Swap Agreement;
- (h) the Deed of Non-competition;
- (i) the Deed of Indemnity; and
- (j) the Hong Kong Underwriting Agreement.

9. Property

As at the Latest Practicable Date, the Group had 13 leased properties which are used for retail, warehouse, office, industrial and staff quarters purposes. No single property interest that forms part of its non-property activities has a carrying amount of 15% or more of the Group's total assets. The leased properties range in size from approximately 50 square metres to 29,164 square metres. The terms of the leases for the leased properties are between two and five years. The table below set out the details of the leased properties of the Group:

	<u>Property</u>	<u>Use</u>	<u>Area in square metres (sq. m.) (approx.)</u>	<u>Restrictions on use</u>	<u>Leases particulars</u>	<u>Ownership</u>
1.	Nos. 4043 and 4045 on Level 4, Longzhimeng Shopping Centre No. 1018 of Changning Road, Changning District, Shanghai, The PRC	Retail	The total lettable area of the property is approximately 110 sq. m.	None	The property is leased from 上海龍之夢百貨有限公司 to the Group for a term of 2 years till 14 October 2013 at a current monthly basic rental of RMB63,250 or profit rent of 20% of sales revenue, whichever is higher.	The owner of the property is an independent third party from the Group.
2.	No. 01-25 on Level 1, No. 3655 Qixin Road, Minxing District, Shanghai, The PRC	Retail	The total lettable area of the property is approximately 96.16 sq. m.	None	The property is leased from 凱德龍城（上海）商用置業有限公司 to the Group for a term of 2 years till 19 June 2014 at a current monthly basic rental of RMB48,039.61 or profit rent of 20% of sales revenue, whichever is higher.	The owner of the property is an independent third party from the Group.

	<u>Property</u>	<u>Use</u>	<u>Area in square metres (sq. m.) (approx.)</u>	<u>Restrictions on use</u>	<u>Leases particulars</u>	<u>Ownership</u>
3.	No. 03-36 on Level 3, No. 6088 Humin Road, Minxing District, Shanghai, The PRC	Retail	The total lettable area of the property is approximately 111.24 sq. m.	None	The property is leased from 上海碧峰房地產發展有限公司 to the Group for a term of 3 years till 14 July 2014 at a current monthly basic rental of RMB37,265.4 or profit rent of 18% of sales revenue, whichever is higher.	The owner of the property is an independent third party from the Group.
4.	Nos. 113, 114 and 115 on Level 1, No. 2 of Lane 3611, Zhangyang Road, Jinqiao International Commercial Plaza Pudong New Area, Shanghai, The PRC	Retail	The total lettable area of the property is approximately 428 sq. m.	None	The property is leased from 上海愛夢敦置業有限公司 to the Group for a term of 4 years till 31 October 2013 at a current monthly basic rental of RMB52,073 or profit rent of 20% of sales revenue, whichever is higher.	The owner of the property is an independent third party from the Group.
5.	Level 4 on Block 2, No. 2185 Laifang Road, Songjiang District, Shanghai, The PRC	Production and office	The total lettable area of the property is approximately 1,686 sq. m.	None	The property is leased from 上海新業鴻刺綉服飾有限公司 to the Group for a term of 5 years till 19 February 2017 at an current monthly rental of RMB33,333.	The owner of the property is an independent third party from the Group.









	Property	Use	Area in square metres (sq. m.) (approx.)	Restrictions on use	Leases particulars	Ownership
6.	Nos. 201 and 202, No. 1077 Moyu South Road, Jiatinghui Urban Life Plaza, Jiading District, Shanghai, the PRC	Retail	The total lettable area of the property is approximately 307 sq. m.	None	The property is leased from 上海嘉亭薈房地產發展有限公司 to the Group for a term of 50 months till 14 May 2016 at an current monthly basic rental of RMB 28,014 or profit rent of 18% of sales revenue, whichever is higher.	The owner of the property is an independent third party from the Group.
7.	Room 107B on Level 1, Daning International Commercial Plaza No. 1978 Gonghe Xin Road, Zhabei District, Shanghai, the PRC	Retail	The total lettable area of the property is approximately 121.31 sq. m.	None	The property is leased from 上海福樂思特房地產發展有限公司 to the Group for a term of 3 years till 31 October 2013 at a current monthly rental of RMB176,459.	The owner of the property is an independent third party from the Group.
8.	Tower B of Shengfeng Industrial Park, Julong Village, Yuanzhou Town, Boluo County, Huizhou City, Guangdong Province, the PRC	Industrial	The total lettable area of the property is approximately 6,000 sq. m.	None	The property is leased from Jinfeng Garment (Huizhou) Company Limited to the Group for a term of 3 years till 31 December 2014 at an annual rental of RMB396,000.	The owner of the property is a related party of the Group.
9.	Level 6 of Dormitory Tower A, Shengfeng Industrial Park, Julong Village, Yuanzhou Town, Boluo County, Huizhou City, Guangdong Province, the PRC	Staff quarters	The total lettable area of the property is approximately 2,000 sq. m.	None	The property is leased from Yicheng Weaving Garment (Huizhou) Company Limited to the Group for a term of 3 years till 31 December 2014 at an annual rental of RMB132,000.	The owner of the property is a related party of the Group.

	Property	Use	Area in square metres (sq. m.) (approx.)	Restrictions on use	Leases particulars	Ownership
10.	An office area of approximately 50 square metres on the Level 5, Tower 3 of Shengfeng Industrial Park, Julong Village, Yuanzhou Town, Boluo County, Huizhou City, Guangdong Province, the PRC	Office	The total lettable area of the property is approximately 50 sq. m.	None	The property is leased from Jinfeng Garment (Huizhou) Company Limited to the Group for a term of 3 years till 31 December 2014 at an annual rental of RMB3,300.	The owner of the property is a related party of the Group.
11.	No. 52 Fuhai Road, Xiagang Village, Changan Town, Dongguan City, Guangdong Province, the PRC	Industrial, office, staff quarters and other ancillary usages	The total lettable area of the property is approximately 29,164 sq. m.	None	The property is leased from 東莞市長安鎮廈崗股份經濟聯合社 to the Group for a term of 3 years till 31 December 2014 at a monthly rental of RMB233,312.	The owner of the property is a related party of the Group.
12.	Workshops A and B on 13th Floor (excluding the whole of the roof above workshops A to D), Wing Chai Industrial Building, Nos. 222, 224 Choi Hung Road, Nos. 27-29 Ng Fong Street, Kowloon, Hong Kong	Office	The total lettable area of the property is approximately 775 sq. m.	None	The property is leased from Shing Fun International Industrial Limited to the Group for a term of 3 years till 31 December 2014 at a monthly rental of HK\$41,586.	The owner of the property is a related party of the Group.
13.	Workshops C and D on 13th Floor (excluding the whole of the roof above workshops A to D), Wing Chai Industrial Building, Nos. 222, 224 Choi Hung Road, Nos. 27-29 Ng Fong Street, Kowloon, Hong Kong	office	The total lettable area of the property is approximately 451 sq. m.	None	The property is leased from Shing Fun International Industrial Limited to the Group for a term of 3 years till 31 December 2014 at a monthly rental of HK\$24,414.	The owner of the property is a related party of the Group.

10. Intellectual property rights of the Group

(a) Trade marks

As at the Latest Practicable Date, the Group has obtained all material intellectual property rights for its operations and is the registered proprietor and beneficial owner of the following material trademarks:

No.	Trademark	Place of Registration	Class	Registration number	Duration of Validity	Registered Owner
1.		PRC	18 (Note 1)	4027332	7 May 2009 to 6 May 2019	Shining China
2.		PRC	25 (Note 2)	4027334	28 May 2009 to 27 May 2019	Shining China
3.		PRC	18 (Note 3)	4027333	7 October 2007 to 6 October 2017	Shining China
4.		PRC	25 (Note 2)	4027336	7 October 2007 to 6 October 2017	Shining China
5.		PRC	18 (Note 3)	4027351	28 February 2009 to 27 February 2019	Shining China
6.		PRC	25 (Note 2)	4027335	7 October 2007 to 6 October 2017	Shining China
7.	优捷思	PRC	18 (Note 3)	4155410	7 February 2008 to 6 February 2018	Shining China
8.	优捷思	PRC	25 (Note 4)	4155409	7 February 2008 to 6 February 2018	Shining China
9.		Hong Kong	25 (Note 5)	302083220	11 November 2011 to 10 November 2021	The Company
10.	REPUBLIC QUEEN	Hong Kong	18 (Note 6) 25 (Note 7)	302202326	26 March 2012 to 25 March 2022	Shining China
11.		Hong Kong	18 (Note 6) 25 (Note 7)	302195578	20 March 2012 to 19 March 2022	Shining China
12.	Republic Hero	Hong Kong	18 (Note 6) 25 (Note 7)	302202335	26 March 2012 to 25 March 2022	Shining China
13.	瑞派克羅	Hong Kong	18 (Note 6) 25 (Note 7)	302202344	26 March 2012 to 25 March 2022	Shining China
14.	瑞派昆兒	Hong Kong	18 (Note 6) 25 (Note 7)	302202353	26 March 2012 to 25 March 2022	Shining China



















Notes:



- The specific goods under class 18 in respect of which the trademark was registered are canes; umbrellas.
- The specific goods under class 25 in respect of which the trademark was registered are clothing; layettes; bathing suits; waterproof clothing; hats; shoes; straps (accessory use); wedding cloth; hosiery; gloves (clothing).
- The specific goods under class 18 in respect of which the trademark was registered are purses; school satchels; travelling bags (boxes); briefcases; canes; straps (non-accessory use); travelling sets (leatherware); handbags; key cases (leatherware); umbrellas.

4. The specific goods under class 25 in respect of which the trademark was registered are clothing; layettes; bathing suits; scarves; hats; shoes; straps (accessory use); underclothes; hosiery; gloves (clothing).
5. The specific goods under class 25 in respect of which the trademark was registered are clothing, footwear, headgear, socks, belts and caps; all included in class 25.
6. The specific goods under class 18 in respect of which the trademark was registered are leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins; trunks and travelling bags; umbrellas and parasols; walking sticks; whips and harness.
7. The specific goods under class 25 in respect of which the trademark was registered are clothing; footwear; headgear.

As at the Latest Practicable Date, the Group has applied for registration of the following material trademarks:

No.	Trademark	Place of Application	Class	Application number	Date of Application	Applicant
1.		PRC	9 (Note 1)	11038825	7 June 2012	Shining China
2.		PRC	14 (Note 2)	10869300	4 May 2012	Shining China
3.		PRC	35 (Note 3)	11039034	7 June 2012	Shining China
4.		PRC	14 (Note 4)	10869368	4 May 2012	Shining China
5.		PRC	35 (Note 3)	11039083	7 June 2012	Shining China
6.		PRC	14 (Note 2)	10869253	4 May 2012	Shining China
7.		PRC	35 (Note 3)	11039065	7 June 2012	Shining China
8.	优捷思	PRC	9 (Note 1)	11038839	7 June 2012	Shining China
9.	优捷思	PRC	14 (Note 5)	10869700	4 May 2012	Shining China
10.	优捷思	PRC	35 (Note 3)	11039050	7 June 2012	Shining China
11.	Republic Hero	PRC	9 (Note 6)	11045674	8 June 2012	Shanghai Shining
12.	Republic Hero	PRC	14 (Note 7)	11045732	8 June 2012	Shanghai Shining
13.	Republic Hero	PRC	18 (Note 8)	10078898	18 October 2011	Shanghai Shining
14.	Republic Hero	PRC	25 (Note 9)	10079027	18 October 2011	Shanghai Shining
15.	RH.	PRC	9 (Note 6)	11045688	8 June 2012	Shanghai Shining
16.	RH.	PRC	14 (Note 7)	11045729	8 June 2012	Shanghai Shining
17.	瑞派克罗	PRC	9 (Note 6)	11045667	8 June 2012	Shanghai Shining
18.	瑞派克罗	PRC	14 (Note 7)	11045741	8 June 2012	Shanghai Shining
19.	瑞派克罗	PRC	18 (Note 8)	10078889	18 October 2011	Shanghai Shining
20.	瑞派克罗	PRC	25 (Note 9)	10079120	18 October 2011	Shanghai Shining
21.	瑞派克罗	PRC	35 (Note 10)	10079169	18 October 2011	Shanghai Shining

No.	Trademark	Place of Application	Class	Application number	Date of Application	Applicant
22.	REPUBLIC  QUEEN	PRC	9 (Note 11)	11032887	6 June 2012	Unisex Trading
23.	REPUBLIC  QUEEN	PRC	14 (Note 12)	11032996	6 June 2012	Unisex Trading
24.	REPUBLIC  QUEEN	PRC	18 (Note 13)	10084161	19 October 2011	Unisex Trading
25.	REPUBLIC  QUEEN	PRC	25 (Note 9)	10084412	19 October 2011	Unisex Trading
26.	REPUBLIC  QUEEN	PRC	35 (Note 14)	10084244	19 October 2011	Unisex Trading
27.	瑞派昆兒	PRC	9 (Note 11)	11032858	6 June 2012	Unisex Trading
28.	瑞派昆兒	PRC	14 (Note 12)	11033067	6 June 2012	Unisex Trading
29.	瑞派昆兒	PRC	18 (Note 13)	10084063	19 October 2011	Unisex Trading
30.	瑞派昆兒	PRC	25 (Note 9)	10084386	19 October 2011	Unisex Trading
31.	瑞派昆兒	PRC	35 (Note 14)	10084424	19 October 2011	Unisex Trading
32.		PRC	9 (Note 11)	11032899	6 June 2012	Unisex Trading
33.		PRC	14 (Note 12)	11032986	6 June 2012	Unisex Trading
34.		PRC	18 (Note 13)	10084197	19 October 2011	Unisex Trading
35.		PRC	35 (Note 14)	10084229	19 October 2011	Unisex Trading
36.		PRC	9 (Note 6)	11038927	7 June 2012	Shining China
37.		PRC	14 (Note 15)	11039002	7 June 2012	Shining China
38.		PRC	18 (Note 16)	10648662	20 March 2012	Shining China
39.		PRC	25 (Note 9)	10648685	20 March 2012	Shining China
40.		PRC	35 (Note 17)	10654915	21 March 2012	Shining China
41.		PRC	9 (Note 6)	11038957	7 June 2012	Shining China
42.		PRC	14 (Note 15)	11038980	7 June 2012	Shining China
43.		PRC	18 (Note 16)	10648652	20 March 2012	Shining China
44.		PRC	25 (Note 9)	10648739	20 March 2012	Shining China

No.	Trademark	Place of Application	Class	Application number	Date of Application	Applicant
45.		PRC	35 (Note 17)	10654907	21 March 2012	Shining China
46.		Hong Kong	18 (Note 18) 25 (Note 19)	302195569	20 March 2012	Shining China

Notes:

1. The specific goods under class 9 in respect of which the trademark was applied for registration are spectacles (optics), eyeglass frames, eyeglasses, contact lenses, eyeglass cases, sunglasses, eyeglass cords, lenses (optics), portable telephones, notebook computers.
2. The specific goods under class 14 in respect of which the trademark was applied for registration are unwrought or semi-wrought precious metals, unwrought or unpolished silver, caskets, watches, agates, jewellery, ornaments (jewellery), pearl (jewellery), precious stones, jade.
3. The specific services under class 35 in respect of which the trademark was applied for registration are advertising, on-line advertising on a computer network, presentation of goods on communication media for retail purposes, franchise business management, organising fashion show for advertising and promotion, import-export agencies, sales promotion for others, marketing, administrative processing of purchase orders, personnel management consultancy.
4. The specific goods under class 14 in respect of which the trademark was applied for registration are unwrought or semi-wrought precious metals, unwrought or unpolished silver, watches, caskets, agates, jewellery, pearl (jewellery), precious stones, jade, silver crafts.
5. The specific goods under class 14 in respect of which the trademark was applied for registration are unwrought or semi-wrought precious metals, unwrought or unpolished silver, watches, caskets, agates, jewellery, ornaments (jewellery), precious stones, jades, silver crafts.
6. The specific goods under class 9 in respect of which the trademark was applied for registration are spectacles (optics), spectacle glasses, eyeglass frames, eyeglasses, contact lenses, eyeglass cases, sunglasses, notebook computers, portable telephones, lenses (optics).
7. The specific goods under class 14 in respect of which the trademark was applied for registration are unwrought or semi-wrought precious metals, alloys of precious metals, watches, boxes of precious metals, agates, jewellery, pearls (jewellery), precious stones, jade, silver crafts.
8. The specific goods under class 18 in respect of which the trademark was applied for registration are (animal) skins, furs, umbrellas, canes, harnesses, casings for making sausages, purses, backpacks, travelling bags (cases), suitcases.
9. The specific goods under class 25 in respect of which the trademark was applied for registration are clothing, underwear, layettes, bathing suits, shoes, hats, hosiery, gloves (clothing), scarfs, girdles.
10. The specific services under class 35 in respect of which the trademark was applied for registration are advertising, advertising by mail order, presentation of goods on communication media for retail purposes, organising commercial or advertising exhibitions, organising fashion show for advertisement or selling, import-export agencies, sales promotion for others, administrative processing of purchase orders, relocation services for businesses, personnel management consultancy.

11. The specific goods under class 9 in respect of which the trademark was applied for registration are spectacle glasses, eyeglass frames, eyeglasses, contact lenses, eyeglass cases, sunglasses, eyeglass cords, lenses (optics), portable telephones, notebook computers.
12. The specific goods under class 14 in respect of which the trademark was applied for registration are unwrought or semi-wrought precious metals, alloys of precious metals, boxes of precious metals, watches, agates, jewellery, ornaments (jewellery), pearls (jewellery), precious stones, jade.
13. The specific goods under class 18 in respect of which the trademark was applied for registration are (animal) skin, furs, umbrellas, canes, harnesses, casings for sausages, purses, briefcases, travelling bags (cases), suitcases.
14. The specific services under class 35 in respect of which the trademark was applied for registration are advertising, on-line advertising on digital communication network, presentation of goods on communication media for retail purposes, franchise business management, organising fashion show for advertising and promotion, import-export agencies, sales promotion for others, marketing, administrative processing of purchase orders, personnel management consultancy.
15. The specific goods under class 14 in respect of which the trademark was applied for registration are iridium, alloys of precious metals, watches, boxes of precious metals, agates, jewellery, ornaments (jewellery), precious stones, jade, silver crafts.
16. The specific goods under class 18 in respect of which the trademark was applied for registration are animal skins, furs, umbrellas, canes, clothing for pets, casings for making sausages, purses (wallets), handbags, travelling bags, suitcases.
17. The specific services under class 35 in respect of which the trademark was applied for registration are on-line advertising on a computer network, presentation of goods on communication media for retail purposes, organising commercial or advertising exhibitions, organising commercial or advertising trade fairs, organising fashion show for advertisement and promotion, organising fashion show for advertisement or selling, marketing, business management of artists, administrative processing of purchase orders, relocation services for businesses.
18. The specific goods under class 18 in respect of which the trademark was applied for registration are leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins; trunks and travelling bags; umbrellas and parasols; walking sticks; whips and harness.
19. The specific goods under class 25 in respect of which the trademark was applied for registration are clothing; footwear; headgear.

(b) Domain Names

As at the Latest Practicable Date, the Group has the following material registered domain names:

<u>Domain Name</u>	<u>Date of registration</u>	<u>Date of expiry</u>
speedy-global.com	3 October 2011	2 October 2016
speedyglobal.net	3 October 2011	2 October 2016
unx-unisex.com	23 April 2004	23 April 2013

11. Connected transactions and related party transactions

Save as disclosed in the sections headed “Business”, “Connected Transactions” and “Relationship with Controlling Shareholders” and in note 30 to the Accountant’s Report, the text of which is set out in Appendix I to this prospectus, during the two years immediately preceding the date of this prospectus, the Company has not engaged in any other material connected transactions or related party transactions.

FURTHER INFORMATION ABOUT DIRECTORS AND SHAREHOLDERS**12. Directors***(a) Disclosure of interests of the Directors*

- (i) Each of Mr. Huang, Mr. Chan, Mr. Au and Ms. Tang is interested in the Reorganisation, pre-IPO investment and the transactions as contemplated under the material contracts as set out in the paragraph 8 of this Appendix.
- (ii) Save as disclosed in this prospectus, none of the Directors or their associates were engaged in any dealings with the Group during the two years preceding the date of this prospectus.

*(b) Particulars of Directors’ service contracts***Executive Directors**

Each of the executive Directors has entered into a service contract with the Company for a term of three years commencing from the Listing Date until terminated by not less than three months’ notice in writing served by either party on the other. Each of the executive Directors is entitled to their respective basic salaries set out below.

The current basic annual salaries of the executive Directors payable under their service contracts are as follows:

<u>Name</u>	<u>Approximate annual salary (HK\$)</u>
Mr. Huang	3,800,000
Mr. Chan	1,037,000
Ms. Tang	1,075,000
Mr. Au	794,000

Independent non-executive Directors

Each of the independent non-executive Directors has been appointed for an initial term of three years commencing from the Listing Date until terminated by either party giving not less than three months’ written notice to the other expiring at the end of the initial term of their appointment or any time thereafter. The appointments are subject to the provisions of the Articles of Association with regard to vacation of office of Directors, removal and retirement by rotation of Directors. Each of the independent non-executive Directors is entitled to a director’s fee of HK\$180,000 per annum. Save

for directors' fees, none of the independent non-executive Directors is expected to receive any other remuneration for holding their office as an independent non-executive Director.

Save as aforesaid, none of the Directors has or is proposed to have a service contract with the Company or any of our subsidiaries other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

(c) Directors remuneration

- (i) The aggregate emoluments paid and benefits in kind granted by the Group to the Directors in respect of the three years ended 31 December 2011 and six months ended 30 June 2012 were approximately HK\$4,636,000, HK\$5,552,000, HK\$6,616,000 and HK\$2,962,000, respectively.
- (ii) Under the arrangements currently in force, the aggregate emoluments (excluding discretionary bonus) payable by the Group to and benefits in kind receivable by the Directors (including the independent non-executive Directors in their respective capacity as Directors) for the year ending 31 December 2012 are expected to be approximately HK\$6,796,919.
- (iii) None of the Directors or any past directors of any member of the Group has been paid any sum of money for the years ended 31 December 2009, 2010 and 2011 and six months ended 30 June 2012 (i) as an inducement to join or upon joining the Group or (ii) for loss of office as a director of any member of the Group or of any other office in connection with the management of the affairs of any member of the Group.
- (iv) There has been no arrangement under which a Director has waived or agreed to any emoluments for the years ended 31 December 2009, 2010 and 2011 and six months ended 30 June 2012.

(d) Interests and short positions of Directors in the shares, underlying shares or debentures of the Company and our associated corporations

Immediately following completion of the Global Offering and the Capitalisation Issue and taking no account of any Shares which may be allotted and issued pursuant to the exercise of the Over-allotment Option and the options which may be granted under the Share Option Scheme, the interests and short positions of the Directors in the shares, underlying shares or debentures of the Company and our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions in which they are taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the

register referred to therein, or which will be required to notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules, once the Shares are listed, will be as follows:

The Company

<u>Name of Director</u>	<u>Nature of interest</u>	<u>Number and class of securities⁽¹⁾</u>	<u>Approximate percentage of interest in the Company</u>
Mr. Huang ⁽²⁾	Interest of a controlled corporation	411,908,400 Shares (L)	68.65%

Notes:

1. The letter "L" denotes the Directors' long position in the shares of the Company or the relevant associated corporation.
2. The disclosed interest represents the interest in the Company held by Sky Halo which is in turn 39.72% owned by Mr. Huang. Therefore, Mr. Huang is deemed to be interested in Sky Halo's interest in the Company by virtue of the SFO.

Associated Corporation — Sky Halo

<u>Name of Director</u>	<u>Nature of interest</u>	<u>Number and class of securities in the Associated Corporation⁽¹⁾</u>	<u>Approximate percentage of interest in the Associated Corporation</u>
Mr. Huang	Beneficially owner	3,972.275 shares	39.72%
Mr. Chan	Beneficially owner	686.07 shares	6.86%
Mr. Au	Beneficially owner	651.78 shares	6.52%
Ms. Tang	Beneficially owner	374.57 shares	3.75%

Notes:

1. The disclosed interest represents the interests in Sky Halo, the Association Corporation which is wholly owned by Mr. Huang, Mr. Huang Chih Chien, Mr. Chan, Mr. Au, Ms. Chang and Ms. Tang in the respective proportions of 39.72%, 39.72%, 6.86%, 6.52%, 3.43% and 3.75%.

13. Interest discloseable under the SFO and substantial shareholders

So far as is known to the Directors, immediately following completion of the Global Offering and the Capitalisation Issue (but without taking account of any Shares which may be taken up or acquired under the Global Offering and any Shares which may be allotted and issued pursuant to the exercise of the Over-allotment Option and the options which may be granted under the Share Option Scheme), other than a Director or chief executive of the Company whose interests are disclosed under the section headed "Further Information about Directors and Shareholders — 12. Directors" above, the following persons will have an interest or a short position in the Shares or underlying Shares which would fall to be disclosed to the Company under the

provisions of Divisions 2 and 3 of Part XV of the SFO, or who will be, 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 any other member of the Group:

<u>Name of shareholder</u>	<u>Capacity/ nature of interest</u>	<u>Number and class of securities</u> ⁽¹⁾	<u>Approximate percentage of shareholding</u>
Sky Halo	Beneficial owner	411,908,400 Shares (L)	68.65%
Ms. Cheuk Wai Ying ⁽²⁾	Family	411,908,400 Shares (L)	68.65%
Mr. Huang Chih Chien ⁽³⁾	Interest of a controlled corporation	411,908,400 Shares (L)	68.65%
Ms. Ang Ellena Balesteros ⁽⁴⁾	Family	411,908,400 Shares (L)	68.65%

Notes:

1. The letter "L" denotes the person's long position in the shares of the Company or the relevant Group member.
2. Ms. Cheuk Wai Ying, the spouse of Mr. Huang, is deemed to be interested in Mr. Huang's interest in the Company by virtue of the SFO.
3. The disclosed interest represents the interest in the Company held by Sky Halo which is in turn 39.72% owned by Mr. Huang Chih Chien. Therefore, Mr. Huang Chih Chien is deemed to be interested in Sky Halo's interest in the Company by virtue of the SFO.
4. Ms. Ang Ellena Balesteros, the spouse of Mr. Huang Chih Chien, is deemed to be interested in Mr. Huang Chih Chien's interest in the Company by virtue of the SFO.

14. Disclaimers

Save as disclosed in this prospectus:

- (a) and taking no account of any Shares which may be taken up or acquired under the Global Offering or upon the exercise of the Over-allotment Option and any options which may be granted under the Share Option Scheme, the Directors are not aware of any person (not being a Director or chief executive of the Company) who immediately following the completion of the Global Offering and the Capitalisation Issue will have an interest or a short position in the Shares and underlying Shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or who will, either directly or indirectly, be 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 any other member of the Group;
- (b) none of the Directors has any interest or short position in any of the shares, underlying shares or debentures of the Company or any associated corporations within the meaning of Part XV of the SFO, which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which any of them is deemed to have

under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers, in each case once the Shares are listed;

- (c) none of the Directors nor any of the parties listed in the paragraph 22 below has been interested in the promotion of, or has any direct or indirect interest 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 the Company or any of the subsidiaries of the Company, or are proposed to be acquired or disposed of by or leased to the Company or any other member of the Group nor will any Director apply for the Offer Shares either in his own name or in the name of a nominee;
- (d) none of the Directors nor any of the parties listed in the paragraph 22 below is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to business of the Group; and
- (e) save in connection with the Underwriting Agreements, none of the parties listed in the paragraph 22 below:
 - (i) is interested legally or beneficially in any securities of any member of the Group; or
 - (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

OTHER INFORMATION

15. Share Option Scheme

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by the written resolutions of the sole shareholder of the Company passed on 24 December 2012.

(a) Purpose

The Share Option Scheme is a share incentive scheme and is established to recognise and acknowledge the contributions the Eligible Participants (as defined in paragraph (b) below) have had or may have made to the Group. The Share Option Scheme will provide the Eligible Participants an opportunity to have a personal stake in the Company with the view to achieving the following objectives:

- (i) motivating the Eligible Participants to optimise their performance efficiency for the benefit of the Group; and
- (ii) attracting and retaining or otherwise maintaining on-going business relationships with the Eligible Participants whose contributions are or will be beneficial to the long-term growth of the Group.

(b) Who may join

The Board may, at its discretion, offer to grant an option to subscribe for such number of new Shares as the Board may determine at an exercise price determined in accordance with paragraph (f) below to the following persons ("**Eligible Participants**"):

- (i) any full-time or part-time employees, executives or officers of the Company or any of its subsidiaries;
- (ii) any Directors (including non-executive Directors and independent non-executive Directors) of the Company or any of its subsidiaries;
- (iii) any advisors, consultants, suppliers, customers and agents to the Company or any of its subsidiaries; and
- (iv) such other persons who, in the sole opinion of the Board, will contribute or have contributed to the Group, the assessment criteria of which are:
 - (aa) contribution to the development and performance of the Group;
 - (bb) quality of work performed for the Group;
 - (cc) initiative and commitment in performing his/her duties; and
 - (dd) length of service or contribution to the Group.

(c) Acceptance of an offer of options

An option shall be deemed to have been granted and accepted by the grantee and to have taken effect when the duplicate offer document constituting acceptance of the options duly signed by the grantee, together with a remittance in favour of the Company of HK\$1.00 by way of consideration for the grant thereof, is received by the Company on or before the relevant acceptance date. Such payment shall in no circumstances be refundable. Any offer to grant an option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting acceptance of the option. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.

Subject to paragraphs (l), (m), (n), (o) and (p), an option shall be exercised in whole or in part and, other than where it is exercised to the full extent outstanding, shall be exercised in integral multiples of such number of Shares as shall represent one board lot for dealing in Shares on the Stock Exchange for the time being, by the grantee by giving notice in writing to the Company stating that the option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the exercise price for the Shares in respect of which the notice is given.

Within 21 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate by the auditors to the Company or the approved independent financial advisor as the case may be pursuant to paragraph (r), the Company shall allot and issue the relevant number of Shares to the grantee credited as fully paid and issue to the grantee certificates in respect of the Shares so allotted.

The exercise of any option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorised share capital of the Company.

(d) Maximum number of Shares

The maximum number of Shares in respect of which options may be granted (including Shares in respect of which options, whether exercised or still outstanding, have already been granted) under the Share Option Scheme and under any other share option schemes of the Company must not in aggregate exceed 10% of the total number of Shares in issue on the Listing Date, being 60,000,000 Shares (the “**Scheme Limit**”), excluding for this purpose Shares which would have been issuable pursuant to options which have lapsed in accordance with the terms of the Share Option Scheme (or any other share option schemes of the Company). Subject to the issue of a circular by the Company and the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Board may:

- (i) renew this limit at any time to 10% of the Shares in issue (the “**New Scheme Limit**”) as at the date of the approval by the Shareholders in general meeting; and/or
- (ii) grant options beyond the Scheme Limit to Eligible Participants specifically identified by the Board. The circular issued by the Company to the Shareholders shall contain a generic description of the specified Eligible Participants who may be granted such options, the number and terms of the options to be granted, the purpose of granting options to the specified Eligible Participants with an explanation as to how the options serve such purpose, the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules.

Notwithstanding the foregoing, the 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 share option schemes of the Company at any time shall not exceed 30% of the Shares in issue from time to time (the “**Maximum Limit**”). No options shall be granted under any schemes of the Company (including the Share Option Scheme) if this will result in the Maximum Limit being exceeded. The maximum number of Shares in respect of which options may be granted shall be adjusted, in such manner as the auditors of the Company or an approved independent financial advisor shall certify to be appropriate, fair and reasonable in the event of any alteration in the capital structure of the Company in accordance with paragraph (r) below whether by way of capitalisation issue, rights issue, consolidation, sub-division of shares or reduction of the share capital of the Company but in no event shall exceed the limit prescribed in this paragraph.

(e) Maximum number of options to any one individual

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Share Option Scheme and any other share option schemes of the Company (including both exercised, outstanding options and Shares which were the subject of options which have been granted and accepted under the Share Option Scheme

or any other scheme of the Company but subsequently cancelled (the “**Cancelled Shares**”) to each Eligible Participant in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue as at the date of grant. Any further grant of options in excess of this 1% limit shall be subject to:

- (i) the issue of a circular by the Company containing the identity of the Eligible Participant, the numbers of and terms of the options to be granted (and options previously granted to such participant) the information as required under Rules 17.02(2)(d) and the disclaimer required under 17.02(4) of the Listing Rules; and
- (ii) the approval of the Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Eligible Participant and his associates (as defined in the Listing Rules) abstaining from voting. The numbers and terms (including the exercise price) of options to be granted to such participant must be fixed before the Shareholders’ approval and the date of the Board meeting at which the Board proposes to grant the options to such Eligible Participant shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares. The Board shall forward to such Eligible Participant an offer document in such form as the Board may from time to time determine or, alternatively, documents accompanying the offer document which state, among other things:
 - (aa) the Eligible Participant’s name, address and occupation;
 - (bb) the date on which an option is offered to an Eligible Participant which must be a date on which the Stock Exchange is open for the business of dealing in securities;
 - (cc) the date upon which an offer for an option must be accepted;
 - (dd) the date upon which an option is deemed to be granted and accepted in accordance with paragraph (c);
 - (ee) the number of Shares in respect of which the option is offered;
 - (ff) the subscription price and the manner of payment of such price for the Shares on and in consequence of the exercise of the option;
 - (gg) the date of the notice given by the grantee in respect of the exercise of the option;
 - (hh) the method of acceptance of the option which shall, unless the Board otherwise determines, be as set out in paragraph (c); and
 - (ii) such other terms and conditions (including, without limitation, any minimum period for which an option shall be held before it can be exercised and/or any performance targets which must be achieved before the option can be exercised) relating to the offer of the option which in the opinion of the Board are fair and reasonable but not being inconsistent with the Share Option Scheme and the Listing Rules.

(f) Price of Shares

The subscription price of a Share in respect of any particular option granted under the Share Option Scheme shall be such price as the Board in its absolute discretion shall determine, save that such price will not be less than the highest of:

- (i) the closing price of the Shares as stated in the Stock Exchange's daily quotation sheets on the date of grant, which must be a day on which the Stock Exchange is open for the business of dealing in securities;
- (ii) the average of the closing prices of the Shares as stated in the Stock Exchange's daily quotation sheets for the five Business Days immediately preceding the date of grant; and
- (iii) the nominal value of a Share.

(g) Granting options to connected persons

Any grant of options to a Director, chief executive or substantial shareholder (as defined in the Listing Rules) of the Company or any of their respective associates (as defined in the Listing Rules) is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options). If the Board proposes to grant options to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued upon exercise of options granted and to be granted (including options exercised, cancelled and outstanding) such person in the 12-month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% of the Shares in issue; and
- (ii) having an aggregate value in excess of HK\$5 million or such other sum as may be from time to time provided under the Listing Rules, based on the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange at the date of each grant, such further grant of options will be subject to the approval of the independent non-executive Directors as referred to in this paragraph, the issue of a circular by the Company and the approval of the Shareholders in general meeting on a poll at which all connected persons (as defined in the Listing Rules) of the Company shall abstain from voting in favour, and/or such other requirements prescribed under the Listing Rules from time to time. Any vote taken at the meeting to approve the grant of such options shall be taken as a poll.

The circular to be issued by the Company to the Shareholders pursuant to the above paragraph shall contain the following information:

- (i) the details of the number and terms (including the exercise price) of the options to be granted to each selected Eligible Participant, which must be fixed before the Shareholders' meeting and the date of the Board meeting for proposing such further grant shall be taken as the date of grant for the purpose of calculating the exercise price of such options;
- (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the options) to the independent Shareholders as to voting;

(iii) the information required under Rule 17.02(2)(c) and (d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and

(iv) the information required under Rule 2.17 of the Listing Rules.

(h) Restrictions on the times of grant of Options

A grant of options may not be made after a price sensitive event 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 requirements of the Listing Rules. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:

(i) the date of the Board meeting (such date to first be notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and

(ii) the deadline for the Company to publish an announcement of the results for any year, or half-year, or quarterly or other interim period (whether or not required under the Listing Rules); and ending on the date of actual publication of the results announcement.

(i) Rights are personal to grantee

An option is personal to the grantee. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favour of any third party over or in relation to any option or attempt so to do (save that the grantee may nominate a nominee in whose name the Shares issued pursuant to the Share Option Scheme may be registered). Any breach of the foregoing shall entitle the Company to cancel any outstanding options or any part thereof granted to such grantee.

(j) Time of exercise of option and duration of the Share Option Scheme

An option may be exercised in accordance with the terms of the Share Option Scheme at any time after the date upon which the option is deemed to be granted and accepted and prior to the expiry of ten years from that date. The period during which an option may be exercised will be determined by the Board in its absolute discretion, save that no option may be exercised more than ten years after it has been granted. No option may be granted more than ten years after the date of approval of the Share Option Scheme by the shareholders of the Company (the "**Adoption Date**"). Subject to earlier termination by the Company in general meeting or by the Board, the Share Option Scheme shall be valid and effective for a period of ten years from the Adoption Date.

(k) Performance target

A grantee may be required to achieve any performance targets as the Board may then specify in the grant before any options granted under the Share Option Scheme can be exercised.

(l) Rights on ceasing employment/death

If the grantee of an option ceases to be an Eligible Participant:

- (i) by any reason other than death, ill-health, injury, disability or termination of his relationship with the Company and/or any of its subsidiaries on one of more of the grounds specified in paragraph (m) below, the grantee may exercise the option up to the entitlement of the grantee as at the date of cessation (to the extent not already exercised) within a period of one month (or such longer period as the Board may determine) from such cessation which date shall be the last actual working day with the Company or the relevant subsidiary whether salary is paid in lieu of notice or not, failing which it will lapse (or such longer period as the Company may determine); or
- (ii) by reason of death, ill-health, injury or disability (all evidenced to the satisfaction of the Board) and none of the events which would be a ground for termination of his relationship with the Company and/or any of its subsidiaries under paragraph (m) has occurred, the grantee or his personal representative(s) may exercise the option within a period of 12 months (or such longer period as the Board may determine) from the date of cessation of being an Eligible Participant or death to exercise the Options in full (to the extent not already exercised).

(m) Rights on dismissal

If the grantee of an option ceases to be an Eligible Participant on the grounds that he has been guilty of serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty, his option will lapse and not be exercisable after the date of termination of his employment.

(n) Rights on takeover

If a general offer is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Code)) and such offer becomes or is declared unconditional during the option period of the relevant option, the grantee of an option shall be entitled to exercise the option in full (to the extent not already exercised) at any time within 14 days after the date on which the offer becomes or is declared unconditional.

(o) Rights on winding-up

In the event that a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall forthwith give notice thereof to all grantees and thereupon, each grantee (or his legal personal representative(s)) shall be entitled to exercise all or any of his options (to the extent not already exercised) at any time not later than two Business Days prior to the proposed general meeting of the Company referred to above by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid.

(p) Rights on compromise or arrangement between the Company and its members or creditors

If a compromise or arrangement between the Company and its members or creditors is proposed for the purposes of a scheme for the reconstruction of the Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which the Company was incorporated, the Company shall give notice to all the grantees of the options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement and any grantee may by notice in writing to the Company accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given (such notice to be received by the Company no later than two Business Days prior to the proposed meeting), exercise the option to its full extent or to the extent specified in the notice and the Company shall as soon as possible and in any event no later than the Business Day 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 of the option credited as fully paid and register the grantee as holder thereof.

With effect from the date of such meeting, the rights of all grantees to exercise their respective options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all options shall, to the extent that they have not been exercised, lapse and determine. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of grantees to exercise their respective options shall with effect from such termination be restored in full but only upon the extent not already exercised and shall become exercisable.

(q) Ranking of Shares

The Shares to be allotted upon the exercise of an option will not carry voting rights until completion of the registration of the grantee (or any other person) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of options will rank *pari passu* and shall have the same voting, dividend, transfer and other rights (including those arising on liquidation) as are attached to the other fully-paid Shares in issue on the date of exercise, save that they will not rank for any dividend or other distribution declared or recommended or resolved to be paid or made by reference to a record date falling on or before the date of exercise.

(r) Effect of alterations to capital

In the event of any alteration in the capital structure of the Company whilst any option may become or remains exercisable, whether by way of capitalisation issue, rights issue, consolidation, subdivision or reduction of share capital of the Company, such corresponding alterations (if any) shall be made in the number of Shares subject to any outstanding options and/or the subscription price per Share of each outstanding option as the auditors of the Company or an independent financial advisor shall certify in writing to the Board to be in their/his opinion fair and reasonable in compliance with Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance attached to the letter from the Stock Exchange dated 5 September 2005 to all issues relating to share option schemes. The capacity of the auditors of the Company or the approved independent financial advisor, as the case may be, in this paragraph is that of experts and not arbitrators and their certificate shall, in the absence of manifest error, be final and conclusive and binding on the Company and the grantees.

Any such alterations will be made on the basis that a grantee shall have the same proportion of the equity capital of the Company (as interpreted in accordance with the supplementary guidance attached to the letter from the Stock Exchange dated 5 September 2005 to all issues relating to share option schemes) for which any grantee of an option is entitled to subscribe pursuant to the options held by him before such alteration provided that no such alteration shall be made if the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations.

(s) Expiry of option

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

- (i) the date of expiry of the option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs (l), (m), (n) or (o);
- (iii) the date upon which the scheme of arrangement of the Company referred to in paragraph (p) becomes effective;
- (iv) subject to paragraph (o), the date of commencement of the winding-up of the Company;
- (v) the date upon which the grantee ceases to be an Eligible Participant by reason of such grantee's resignation from the employment of the Company or any of its subsidiaries or the termination of his or her employment or contract on the grounds that he or she has been guilty of serious misconduct, or has committed any act of bankruptcy or is unable to pay his or her debts or has become insolvent or has made any arrangement or has compromised with his or her creditors generally, or has been convicted of any criminal offence involving his or her integrity or honesty or has been in breach of contract. A resolution of the Board to the effect that the employment of a grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or
- (vi) the date upon which the Board shall exercise the Company's right to cancel the option at any time after the grantee commits a breach of paragraph (i) above or the options are cancelled in accordance with paragraph (u) below.

(t) Alteration of the Share Option Scheme

The Share Option Scheme may be altered in any respect by resolution of the Board except that:

- (i) any alteration to the advantage of the grantees or the Eligible Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Listing Rules; or
- (ii) any material alteration to the terms and conditions of the Share Option Scheme or any change to the terms of options granted;

shall first be approved by the Shareholders in general meeting provided that if the proposed alteration shall adversely affect any option granted or agreed to be granted prior to the date of alteration, such alteration shall be further subject to the grantees' approval in accordance with the terms of the Share Option Scheme. The amended terms of the Share Option Scheme must still comply with Chapter 17 of the Listing Rules and any change to the authority of the Board in relation to any alteration to the terms of the Share Option Scheme must be approved by Shareholders in general meeting.

(u) Cancellation of Options

Any cancellation of options granted but not exercised must be approved by the grantees of the relevant options in writing. For the avoidance of doubt, such approval is not required in the event that any option is cancelled pursuant to paragraph (i).

(v) Termination of the Share Option Scheme

The Company may by resolution in general meeting or the Board may at any time terminate the Share Option Scheme and in such event no further option shall be offered but the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any option granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme.

Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

(w) Administration of the Board

The Share Option Scheme shall be subject to the administration of the Board whose decision as to all matters arising in relation to the Share Option Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties.

(x) Conditions of the Share Option Scheme

The Share Option Scheme is conditional on:

- (i) the Listing Committee of the Stock Exchange granting the listing of and permission to deal in the Shares which may fall to be issued pursuant to the exercise of options to be granted under the Share Option Scheme;
- (ii) the obligations of the Underwriters under the Underwriting Agreement becoming unconditional (including, if relevant, as a result of the waiver of any such condition(s) by the Lead Manager (for itself and on behalf of the Underwriters)) and not being terminated in accordance with the terms of the Underwriting Agreement or otherwise; and
- (iii) the commencement of dealings in the Shares on the Stock Exchange.

If the conditions in paragraph (x) above are not satisfied within 12 calendar months from the Adoption Date:

- (i) the Share Option Scheme shall forthwith determine;

- (ii) any option granted or agreed to be granted pursuant to the Share Option Scheme and any offer of such a grant shall be of no effect; and
- (iii) no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Share Option Scheme or any option granted thereunder.

(y) Disclosure in annual and interim reports

The Company will disclose details of the Share Option Scheme in its annual and interim reports including the number of options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.

As at the Latest Practicable Date, no option had been granted or agreed to be granted under the Share Option Scheme.

Application has been made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of the options to be granted under the Share Option Scheme, being 60,000,000 Shares in total.

16. Estate duty, tax and other indemnity

Mr. Huang, Mr. Huang Chih Chien and Sky Halo, (the “Indemnifiers”) have entered into the Deed of Indemnity with and in favour of the Company (for itself and as trustee for each of its present subsidiaries) (being the material contract (i) referred to in paragraph 8 above) to provide indemnities on a joint and several basis, in respect of, among other matters:

- (a) any liability for Hong Kong estate duty which might be incurred by any member of the Group by reason of any transfer of property (within the meaning of sections 35 and 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) to any member of the Group at any time on or before the Listing;
- (b) tax liabilities (including all fines, penalties, costs, charges, expenses and interests incidental or relating to taxation) which might be payable by any member of the Group in respect of any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring on or before the Listing Date, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such tax liabilities are chargeable against or attributable to any other person, firm, company or corporation; and
- (c) any expenses, payments, sums, outgoings, fees, demands, claims, damages, losses, costs (including but not limited to legal and other professional costs), charges, liabilities, fines, penalties in connection with any failure, delay or defects of corporate or regulatory compliance or errors, discrepancies or missing documents in the statutory records of any member of the Group under, or any breach of any provision of, the Companies Ordinance or any other applicable laws, rules or regulations on or before the date on which the Global Offering becomes unconditional.

The Indemnifiers are under no liability under the Deed of Indemnity in respect of any taxation:

- (a) to the extent that provision or reserve has been made for such taxation in the audited accounts of any member of the Group for any accounting period up to 30 June 2012;
- (b) to the extent that such taxation or liability falling on any of the members of the Group in respect of any accounting period commencing on or after 1 July 2012 and ending on the Listing Date, where such taxation or liability would not have arisen but for some act or omission of, or transaction voluntarily entered into by, any member of the Group (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers, other than any such act, omission or transaction:
 - (i) carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets on or before the Listing Date; or
 - (ii) carried out, made or entered into pursuant to a legally binding commitment created on or before the Listing Date or pursuant to any statement of intention made in the prospectus; or
- (c) to the extent that such taxation claim arise or are incurred as a result of the imposition of taxation as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Hong Kong Inland Revenue Department or the taxation authority of the PRC, or any other relevant authority (whether in Hong Kong or the PRC or any other part of the world) coming into force after the date of the Deed of Indemnity or to the extent such claim arises or is increased by an increase in rates of taxation or claim after the date of the Deed of Indemnity with retrospective effect; or
- (d) to the extent that any provision or reserve made for taxation in the audited accounts of any member of the Group up to 30 June 2012 which is finally established to be an over-provision or an excessive reserve, in which case the Indemnifiers' liability (if any) in respect of taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied referred to in this paragraph to reduce the Indemnifiers' liability in respect of taxation shall not be available in respect of any such liability arising thereafter.

Under the Deed of Indemnity, the Indemnifiers have also undertaken to us that it will indemnify and at all times keep us fully indemnified, on a joint and several basis, from any depletion in or reduction in value of its assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which any member of the Group may incur or suffer arising from or in connection with the implementation of the Reorganisation.

Pursuant to the Deed of Indemnity, the Indemnifiers have:

- (i) undertaken to fully compensate the Group for any loss arising from the non-compliance with the Companies Ordinance (as more particularly disclosed in the section headed "Business — Non-compliance incidents — Non-compliance with Companies Ordinance" in this prospectus);

- (ii) agreed to indemnify us against all claims demands, cost, expenses, fines, actions and liabilities which may arise from or in connection with our non-compliance of the mandatory social security funds and housing provident fund contributions in the PRC to the extent not covered by the provision made in the financial statements of the Group (as more particularly disclosed in the section headed “Business — Non-compliance incidents — Non-compliance regarding social security fund and housing provident fund contributions” in this prospectus); and
- (iii) agreed to indemnify us against all claims demands, cost, expenses, fines, actions and liabilities which may arise from or in connection with our non-compliance incidents in the PRC (as more particularly disclosed in the section headed “Business — Non-compliance incidents” in this prospectus).

17. Litigation

As at the Latest Practicable Date, neither the Company nor any of our subsidiaries is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to the Directors to be pending or threatened against the Company or any of our subsidiaries, that would have a material adverse effect on the results of operations or financial condition of the Company.

18. Preliminary expenses

The preliminary expenses of the Company are estimated to be approximately HK\$28,000 and are payable by the Company.

19. Promoters

- (a) The promoters of the Company are Mr. Huang and Mr. Huang Chih Chien.
- (b) Save as disclosed in this prospectus, within the two years preceding the date of this prospectus, no amount or benefit has been paid or given to the promoters named in sub-paragraph (a) above in connection with the Global Offering or the related transactions described in this prospectus.

20. Agency fees or commissions received

The Underwriters will receive a commission of 2.5% of the aggregate Offer Price in respect of all the Offer Shares, out of which they will pay any sub-underwriting commissions and selling concessions. The Sole Sponsor will also receive fees relating to the Global Offering.

21. Application for listing of Shares

The Sole Sponsor has made an application on behalf of the 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 be issued upon the exercise of the Over-allotment Option and any options which may be granted under the Share Option Scheme, being up to 10% of the Shares in issue on the Listing Date, on the Stock Exchange. All necessary arrangements have been made to enable the securities to be admitted into CCASS.

22. Qualifications of experts

The qualifications of the experts who have given opinions and/or whose names are included in this prospectus are as follows:

Name	Qualification
Cinda International Capital Limited	Licensed to conduct Type 1 (dealing in securities) and Type 6 (advising on corporate finance) of the regulated activities as defined under SFO
PricewaterhouseCoopers	Certified public accountants
Maples and Calder	Cayman Islands legal advisors to the Company
Jingtian & Gongcheng	PRC legal advisors to the Company
LCH (Asia-Pacific) Surveyors Limited	Professional surveyor
Li & Partners	Qualified Hong Kong lawyers

23. Consents of experts

Each of the Sole Sponsor, PricewaterhouseCoopers, Maples and Calder, Jingtian & Gongcheng, LCH (Asia-Pacific) Surveyors Limited and Li & Partners has given and has not withdrawn its written consent to the issue of this prospectus with copies of its reports, valuation, letters or opinions (as the case may be) and the references to its names or summaries of opinions included herein in the form and context in which they respectively appear.

24. Binding Effect

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

25. Taxation of holders of Shares*(a) Hong Kong*

Dealings in Shares registered on the Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty, the current rate of which is 0.2% of the consideration or, if higher, the value of the Shares being sold or transferred.

Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

(b) The Cayman Islands

Under the present Cayman Islands law, transfers and other dispositions of Shares are exempt from Cayman Islands stamp duty.

(c) *Consultation with professional advisors*

Intending holders of Shares are recommended to consult their professional advisors if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in Shares or exercising any rights attaching to them. It is emphasised that none of the Company, the Directors or the other parties involved in the Global Offering can accept responsibility for any tax effect on, or liabilities of, holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares or exercising any rights attaching to them.

26. Miscellaneous

(a) Save as disclosed herein:

(i) within two years preceding the date of this prospectus:

(aa) no share or loan capital of the Company or of any of our subsidiaries has been issued, agreed to be issued or is proposed to be issued fully or partly paid either for cash or for a consideration other than cash; and

(bb) 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 the Company or any of our subsidiaries; and

(cc) no commission has been paid or payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any shares in the Company or any of our subsidiaries;

(ii) no share or loan capital of the Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;

(b) The Directors confirm that there has been no material adverse change in the financial or trading position or prospects of the Group since 30 June 2012 (being the date to which the latest combined financial statements of the Group were made up); and

(c) There has not been any interruption in the business of the Group which may have or has had a significant effect on the financial position of the Group in the 12 months preceding the date of this prospectus.

27. Bilingual prospectus

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