

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

Our Company was incorporated as an exempted company in the Cayman Islands under the Cayman Islands Companies Law with limited liability on 26 April 2012. Our registered office is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands. We have been registered in Hong Kong under Part XI of the Companies Ordinance as a non-Hong Kong company and our principal place of business in Hong Kong is at Unit 707, Block B, Seaview Estate, 8 Watson Road, North Point, Hong Kong. In compliance with the requirements of the Companies Ordinance, Mr. Chan Wai Kin has been appointed as our agent for the acceptance of service of process and any notice required to be served on our Company in Hong Kong. The address for service of process on our Company in Hong Kong is Unit 707, Block B, Seaview Estate, 8 Watson Road, North Point, Hong Kong. As we were incorporated in the Cayman Islands, our corporate structure, the Memorandum and the Articles are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of the Memorandum, the Articles and certain relevant aspects of the Cayman Islands Companies Law are set out in “Appendix V — Summary of the Constitution of the Company and Cayman Islands Companies Law” to this prospectus.

2. Changes in the Share Capital of Our Company

- (a) The authorized share capital of our Company as of the date of its incorporation was US\$50,000 divided into 5,000,000 Shares of US\$0.01 each.
- (b) As of the date of incorporation, one subscriber Share was allotted and issued to and was fully paid up by the initial subscriber. On the same date, the said one Share was transferred to Golden Wheel Realty. At the same time, Golden Wheel Realty, Aman Atlantic, Chun Hung, Kang Fu Ming, Green Paragon, Keita International, Fire Spark, Golden Era Forever, Fa Xing, Tien Shan Di Hai, Propitious Winds and Golden Joy Forever were allotted 429,975 shares, 32,658 shares, 59,377 shares, 50,471 shares, 59,377 shares, 59,377 shares, 59,377 shares, 59,377 shares, 59,377 shares, 47,503 shares, 47,503 shares and 35,627 shares, respectively.
- (c) On 10 December 2012, a written resolution was passed by our Shareholders to approve the increase of the authorised share capital of our Company, from US\$50,000 divided into 5,000,000 Shares of par value US\$0.01 each, to US\$30,000,000 divided into 3,000,000,000 Shares of par value US\$0.01 each.

Immediately following completion of the Global Offering and the Capitalization Issue (but not taking into account any Shares which may be issued upon the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options

granted under the Share Option Scheme), the authorized share capital of our Company will be US\$30,000,000 divided into 3,000,000,000 Shares of par value US\$0.01 each, of which 1,800,000,000 Shares will be issued fully paid or credited as fully paid.

Save for aforesaid and as disclosed in this prospectus, there has been no alteration in our Company's share capital since its incorporation.

3. Written Resolutions of Our Shareholders Passed on 10 December 2012

On 10 December 2012, pursuant to the resolutions in writing passed by our Shareholders, the increase of the authorized share capital of the Company from US\$50,000 divided into 5,000,000 Shares of a nominal or par value of US\$0.01 each to US\$30,000,000 divided into 3,000,000,000 Shares of a nominal or par value of US\$0.01 each by the creation of 2,995,000,000 Shares, which shall rank *pari passu* in all respects with the Shares in issue as of the date of this resolution, was approved.

Pursuant to the resolutions in writing passed by our shareholders on 10 December 2012, among other matters:

- (a) conditional on the share premium account of our Company being credited as a result of the Global Offering, the sum of US\$13,480,000 be capitalized and be applied in paying up in full at par 1,348,000,000 Shares for allotment and issue to the Shareholders whose names were on the register of members of our Company as of the date of close of business on 10 December 2012;
- (b) conditional on (i) the Listing Committee granting approval for the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Capitalization Issue, and the Offer Shares as mentioned in this prospectus (including any Shares that may be issued pursuant to the exercise of the Over-allotment Option), and any Shares which may be issued pursuant to the exercise of any options granted under the Share Option Scheme; (ii) the entering into, execution and delivery of the International Underwriting Agreement and the Price Determination Agreement on or around the Price Determination Date; and (iii) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and the Underwriting Agreements not being terminated in accordance with the terms of such agreements or otherwise:
 - (i) the Global Offering be approved and the Directors be authorized to allot and issue the new Shares pursuant to the Global Offering;
 - (ii) the proposed Listing of the Shares on the Main Board be approved and the Directors be authorized to implement such Listing; and
 - (iii) the Over-allotment Option be approved and the Directors were authorized to effect the same and to allot and issue the Over-allotment Shares upon the exercise of the Over-allotment Option;

- (c) our Company approved and adopted the Memorandum, with immediate effect, and the Articles of Association, conditional upon and with effect from Listing;
- (d) a general unconditional mandate was given to the Directors to allot, issue and otherwise deal with the Shares (otherwise than pursuant to, or in consequence of, the Global Offering, the Over-allotment Option, a rights issue, the exercise of any subscription rights which may be granted under any scrip dividend scheme or similar arrangements, any adjustment of rights to subscribe for shares under options and warrants or a special authority granted by the Company's shareholders) with an aggregate nominal value not exceeding the sum of 20% of the aggregate nominal amount of the share capital of the Company in issue immediately following completion of the Global Offering;
- (e) a general unconditional mandate was given to the Directors authorizing them to exercise all powers of the Company to repurchase the Shares representing up to 10% of its share capital in issue, immediately following completion of the Global Offering (excluding the Shares which may be issued upon the execution of the Over-allotment Option); and
- (f) the general unconditional mandate as mentioned in paragraph (d) above was extended by the addition to the aggregate nominal value of the Shares which may be allotted and issued or agreed to be allotted and issued by the Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the Shares repurchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (e) above.

Each of the general mandates referred to in paragraphs (d), (e) and (f) above will remain in effect until the earlier of (i) the conclusion of the next annual general meeting of the Company, unless renewed by an ordinary resolution of the Shareholders in a general meeting, either unconditionally or subject to conditions; or (ii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in a general meeting.

4. Our Principal Subsidiaries

Our principal subsidiaries are set out in the Accountants' Reports, the text of which is set out in Appendix I to this prospectus.

5. Changes in Share Capital of Our Subsidiaries

Save as disclosed in this prospectus, there has been no alteration in the share capital of any of our subsidiaries within the two years immediately preceding the date of this prospectus.

6. Repurchase of Our Company's Own Shares

The Listing Rules permit companies with a primary listing on the Hong Kong Stock Exchange to repurchase their securities on the Hong Kong Stock Exchange. This section includes information relating to the repurchase by us of our own Shares, including information required by the Hong Kong Stock Exchange to be included in this prospectus concerning the repurchase.

(a) *Shareholders' approval*

All our proposed repurchases of Shares (which must be fully-paid up) must be approved in advance by an ordinary resolution of our Shareholders at a general meeting, either by way of general mandate or by specific approval of a particular transaction. On 10 December 2012, our Directors were granted a general unconditional mandate to repurchase up to 10% of the aggregate nominal value of the share capital of our Company in issue immediately following the Global Offering on the Hong Kong Stock Exchange or on any other stock exchange on which our securities may be listed and which is recognized by the SFC and the Hong Kong Stock Exchange for this purpose. This mandate will expire at: (i) the conclusion of the next annual general meeting of our Company; (ii) the date by which the next annual general meeting of our Company is required to be held by the Articles, the Cayman Islands Companies Law or any applicable laws of the Cayman Islands; or (iii) the day on which such mandate is revoked or varied by an ordinary resolution of our Shareholders in a general meeting of our Company, whichever occurs first.

(b) *Number of Shares which may be repurchased*

The exercise in full of the repurchase mandate, on the basis of 1,800,000,000 Shares in issue immediately after completion of the Global Offering, could accordingly result in up to 180,000,000 Shares being repurchased by our Company during the period prior to (i) the conclusion of the next annual general meeting of our Company; (ii) the expiration of the period within which the next annual general meeting of our Company is required by the Articles, the Cayman Islands Companies Law or any applicable laws of the Cayman Islands to be held; or (iii) the revocation or variation of the repurchase mandate by an ordinary resolution of our Shareholders in a general meeting, whichever occurs first.

(c) *Reasons for repurchases*

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

(d) ***Source of funds***

Repurchases by our Company must be funded out of funds legally available for such purpose in accordance with the Memorandum, the Articles, the Cayman Islands Companies Law, the applicable laws and regulations of the Cayman Islands and the Listing Rules. A listed company is prohibited from repurchasing its own securities on the Hong Kong Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Hong Kong Stock Exchange from time to time. Subject to the foregoing, any repurchases by our Company may be made out of our profits, the share premium account of the Company or the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if authorized by the Articles and subject to the Cayman Islands Companies Law, out of capital and, in the case of any premium payable on the purchase, out of either or both of the profits of the Company or the share premium account of the Company or, if authorized by the Articles and subject to the Cayman Islands Companies Law, out of capital.

(e) ***Funding of repurchase***

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

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

(f) ***Directors' intention to sell Shares***

None of our Directors, to the best of their knowledge having made all reasonable enquiries, nor any of their associates, has any present intention, in the event that the repurchase mandate is exercised, to sell any Shares to us.

(g) ***Status of repurchased securities***

The listing of all repurchased securities (whether effected on the Hong Kong Stock Exchange or otherwise) will be automatically cancelled and the certificates for those securities must be cancelled and destroyed. Under the laws of the Cayman Islands, the repurchased Shares shall be treated as cancelled and the amount of our Company's issued share capital shall be reduced by the aggregate nominal value of the repurchased Shares accordingly, although the authorized share capital of our Company will not be reduced.

(h) ***Trading restrictions***

The total number of Shares which our Company may repurchase is up to 10% of the total number of our Shares in issue immediately after the completion of the Global Offering (without taking into account any Shares which may be issued upon the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options granted under the Share Option Scheme). Our Company may not issue or announce a proposed issue of Shares for a period of 30 days immediately following a repurchase of Shares, without the prior approval of the Hong Kong Stock Exchange. Our Company is also prohibited from repurchasing Shares on the Hong Kong Stock Exchange if the repurchase would result in the number of listed Shares which are in the hands of the public falling below the relevant prescribed minimum percentage as required by the Hong Kong Stock Exchange.

Our Company is required to procure that the broker (appointed by our Company to effect a repurchase of Shares) will disclose to the Hong Kong Stock Exchange such information with respect to the repurchase as the Hong Kong Stock Exchange may require. As required by the prevailing requirements of the Listing Rules, an issuer shall not purchase its shares on the Hong Kong Stock Exchange if the purchase price is higher by 5% or more than the average closing market price for the five preceding trading days on which its shares were traded on the Hong Kong Stock Exchange.

(i) ***Suspension of repurchase***

Pursuant to the Listing Rules, our Company may not make any repurchase of Shares after a price sensitive development has occurred or has been the subject of a decision until such time when the price sensitive information has been made publicly available. In particular, under the requirements of the Listing Rules in force as of the date hereof, during the period of one month immediately preceding the earlier of: (i) the date of our board meeting (as such date is first notified to the Hong Kong Stock Exchange in accordance with the Listing Rules) for the approval of our Company's results for any year, half year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for our Company to publish an announcement of our Company's results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), and in each case ending on the date of the results announcement, our Company may not repurchase Shares on the Hong Kong Stock Exchange unless the circumstances are exceptional. In addition, the Hong Kong Stock Exchange may prohibit a repurchase of our shares on the Hong Kong Stock Exchange if our Company has breached the Listing Rules.

(j) ***Procedural and reporting requirements***

As required by the Listing Rules, repurchases of Shares on the Hong Kong Stock Exchange or otherwise must be reported to the Hong Kong Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the Hong Kong Stock Exchange business day following any day on which our Company may make a purchase of Shares. The report must state the total number of Shares purchased the previous day, the purchase price per Share or the highest and lowest

prices paid for such purchases. In addition, our Company's annual report is required to disclose details regarding repurchases of Shares made during the year, including a monthly analysis of the number of shares repurchased, the purchase price per Share or the highest and lowest price paid for all such purchases, where relevant, and the aggregate prices paid.

(k) ***Directors' undertakings***

Our Directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the repurchase mandate in accordance with the Listing Rules and the applicable laws and regulations of the Cayman Islands and the Articles.

(l) ***Takeovers Code***

If, as a result of any repurchase of Shares, a Shareholder's proportionate interest in the voting rights of our Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert, depending on the level of increase of such Shareholders' interest, could obtain or consolidate control of our Company and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, our 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.

If the repurchase mandate is fully exercised immediately following completion of the Global Offering (but taking no account of any Shares which may be issued upon the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options granted under the Share Option Scheme), the total number of Shares which will be repurchased pursuant to the repurchase mandate shall be 180,000,000 Shares (being 10% of the issued share capital of our Company based on the aforesaid assumptions.)

(m) ***Share repurchase made by our Company***

Save as disclosed in the paragraph headed "— Changes in the share capital of our Company" in this appendix, no repurchase of Shares has been made by our Company since its incorporation.

(n) ***Connected parties***

Our Company is prohibited from knowingly purchasing Shares on the Hong Kong Stock Exchange from a connected person (as defined under the Listing Rules), and a connected person shall not knowingly sell his shares to our Company on the Hong Kong Stock Exchange.

As of the Latest Practicable Date, one of our Directors, to the best of their knowledge having made all reasonable enquiries, nor any of their respective associates (as defined in the Listing Rules) has any present intention to sell any Shares to us or any of our subsidiaries if the repurchase mandate is exercised. As of the Latest Practicable Date, no connected person of our Company has notified us that he/she/it has a present intention to sell any Shares to us or any of our subsidiaries, or has undertaken not to do so, if the repurchase mandate is exercised.





B. FURTHER INFORMATION ABOUT OUR BUSINESS**1. Summary of Material Contracts**

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





- (a) the Non-competition Deed dated 10 December 2012 and entered into between our Controlling Shareholders and our Company (for ourselves and as trustee for each of our subsidiaries), under which, our Controlling Shareholders have given certain undertakings to our Company, details of which are set out in the section headed “Relationship with Our Controlling Shareholders — Non-competition Deed” in this prospectus;
- (b) a deed of indemnity dated 10 December 2012 and entered into between the Controlling Shareholders and our Company (for ourselves and as trustee for each of our subsidiaries), under which, our Controlling Shareholders have agreed to give certain indemnities in favor of our Group; and
- (c) the Hong Kong Underwriting Agreement.

2. Our Intellectual Property Rights**(a) Trademarks**

As of the Latest Practicable Date, our Group had registered the following trademarks:

No.	Trademark	Registered Owner	Class	Place of Registration	Registration Number	Validity Period
1.	翡翠 金轮天地	Nanjing Jade Golden Wheel	35	PRC	6186010	10 years
2.	翡翠 金轮天地	Nanjing Jade Golden Wheel	41	PRC	6186009	10 years
3.		Nanjing Jade Golden Wheel	41	PRC	6188171	10 years
4.		Nanjing Jade Golden Wheel	43	PRC	6188170	10 years
5.	翡翠 金轮天地	Nanjing Jade Golden Wheel	44	PRC	6186007	10 years
6.		Nanjing Jade Golden Wheel	44	PRC	6188169	10 years
7.		Golden Wheel International Corporation	6, 8, 16, 35, 36, 37	Hong Kong	302262014	10 years

As of the Latest Practicable Date, our Group had applied for registration of the following trademarks:

No.	Trademark	Applicant	Class	Place of Application	Application Number	Application Date
1.		Golden Wheel International Corporation	43	PRC	10943881	21 May 2012
2.		Golden Wheel International Corporation	42	PRC	10943882	21 May 2012
3.		Golden Wheel International Corporation	39	PRC	10943883	21 May 2012
4.		Golden Wheel International Corporation	37	PRC	10943884	21 May 2012
5.		Golden Wheel International Corporation	36	PRC	10943885	21 May 2012
6.		Golden Wheel International Corporation	35	PRC	10943886	21 May 2012

(b) *Domain Names*

As of the Latest Practicable Date, we had registered the following domain names:

Registrant	Domain Name	Date of Expiry
Nanjing Jade Golden Wheel	Goldenwheel-inciti.com	21 January 2013
Golden Wheel International Investment	gwtd.com.hk	23 July 2017

Save as disclosed herein, there are no patents, trademarks or other intellectual or industrial property rights which are material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

1. Disclosure of Interests

(a) *Interests and/or short positions of our Directors in the share capital of our Company and its associated corporations following the Global Offering and Capitalization Issue*

Immediately following completion of the Global Offering and the Capitalization Issue (but without taking into account of any Shares) and assuming the Over-allotment Option is not exercised, the interests and short positions of each Director of our Company in the shares, underlying shares and debentures of our Company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors and Listed Issuers to be notified to us and the Hong Kong Stock Exchange will be as follows:

Name of Director	Capacity/Nature of Interest	Aggregate number of Shares or underlying Shares	Approximate percentage of interest in our Company (Note 1)
WONG Yam Yin	Interest of a controlled corporation	1,350,000,000	75%
WONG Kam Fai	Interest of a controlled corporation	1,350,000,000	75%
WONG Kam Keung, Barry	Interest of a controlled corporation	1,350,000,000	75%
TJIE Tjin Fung	Interest of a controlled corporation	1,350,000,000	75%
SUWITA Janata	Interest of a controlled corporation	1,350,000,000	75%
GUNAWAN Kiky	Interest of a controlled corporation	1,350,000,000	75%

Notes:

- (1) On 16 January 2012, our Ultimate Controlling Shareholders entered into a deed of acting in concert and a deed of reorganization to, among other things, confirm their acting-in-concert agreement. As such, our Ultimate Controlling Shareholders together control the 75% interest in the share capital of our Company through Golden Wheel Realty, Aman Atlantic, Chun Hung, Kang Fu Ming, Green Paragon, Keita International, Fire Spark, Golden Era Forever, Fa Xing, Tien Shan Di Hai, Propitious Winds and Golden

Joy Forever. Based on the foregoing, each of our Ultimate Controlling Shareholders, Golden Wheel Realty, Aman Atlantic, Chun Hung, Kang Fu Ming, Green Paragon, Keita International, Fire Spark, Golden Era Forever, Fa Xing, Tien Shan Di Hai, Propitious Winds and Golden Joy Forever is deemed to be interested in such 75% interest in the share capital of our Company.

- (2) Please refer to the chart regarding the shareholding structure of our Group upon completion of the Global Offering and the Capitalization Issue which is set out under “Our History, Reorganization and Group Structure” for details of the shareholding of each person mentioned above in our Company.

Save as disclosed above, immediately following completion of the Global Offering and the Capitalization Issue (but without taking into account of any Shares which may be issued upon the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options granted under the Share Option Scheme), none of our Directors will have any interests and/or short position in the shares, underlying shares or debentures of our Company and its associated corporations (within the meaning of the SFO) which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions 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 pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules.

2. Substantial Shareholders

The Directors confirm, as of the Latest Practicable Date, the following persons, not being a Director or chief executive of our Company, had an interest or short position in the shares or underlying shares of our Company which would fall to be disclosed to us and the Hong Kong Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO immediately following the completion of the Global Offering (assuming the Over-allotment Option is not exercised) or who are, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any of our subsidiaries:

Name	Capacity/Nature of Interest	Aggregate number of Shares or underlying Shares	Approximate percentage of interest in our Company (Note 1)
HUNG So Ling	Interest of a controlled corporation	1,350,000,000	75%
AMAN Sjaifudin	Interest of a controlled corporation	1,350,000,000	75%
LIJAYA Hafandi	Interest of a controlled corporation	1,350,000,000	75%
SOMANTRY Lili	Interest of a controlled corporation	1,350,000,000	75%
HARYANTO Jamin	Interest of a controlled corporation	1,350,000,000	75%
GUNAMAN Hadi	Interest of a controlled corporation	1,350,000,000	75%

Name	Capacity/Nature of Interest	Aggregate number of Shares or underlying Shares	Approximate percentage of interest in our Company (Note 1)
TANUWIDJAJA Atjen	Interest of a controlled corporation	1,350,000,000	75%
OSCAR Julia	Interest of a controlled corporation	1,350,000,000	75%
TRISNA Bambang	Interest of a controlled corporation	1,350,000,000	75%
Golden Wheel Realty	Beneficial owner	1,350,000,000	75%
Aman Atlantic	Beneficial owner	1,350,000,000	75%
Chun Hung	Beneficial owner	1,350,000,000	75%
Kang Fu Ming	Beneficial owner	1,350,000,000	75%
Green Paragon	Beneficial owner	1,350,000,000	75%
Keita International	Beneficial owner	1,350,000,000	75%
Fire Spark	Beneficial owner	1,350,000,000	75%
Golden Era Forever	Beneficial owner	1,350,000,000	75%
Fa Xing	Beneficial owner	1,350,000,000	75%
Tien Shan Di Hai	Beneficial owner	1,350,000,000	75%
Propitious Winds	Beneficial owner	1,350,000,000	75%
Golden Joy Forever	Beneficial owner	1,350,000,000	75%

Notes:

- (1) On 16 January 2012, our Ultimate Controlling Shareholders entered into a deed of acting in concert and a deed of reorganization to, among other things, confirm their acting-in-concert agreement. As such, our Ultimate Controlling Shareholders together control the 75% interest in the share capital of our Company through Golden Wheel Realty, Aman Atlantic, Chun Hung, Kang Fu Ming, Green Paragon, Keita International, Fire Spark, Golden Era Forever, Fa Xing, Tien Shan Di Hai, Propitious Winds and Golden Joy Forever. Based on the foregoing, each of our Ultimate Shareholders and Golden Wheel Realty, Aman Atlantic, Chun Hung, Kang Fu Ming, Green Paragon, Keita International, Fire Spark, Golden Era Forever, Fa Xing, Tien Shan Di Hai, Propitious Winds and Golden Joy Forever is deemed to be interested in such 75% interest in the share capital of our Company.
- (2) Please refer to the chart regarding the shareholding structure of our Group upon completion of the Global Offering and the Capitalization Issue which is set out under “Our History, Reorganization and Group Structure” for details of the shareholding of each person mentioned above in our Company.

Save as disclosed herein, our Directors are not aware of any other person who will, immediately following completion of the Global Offering and the Capitalization Issue (but without taking into account or the Shares that may be issued pursuant to the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options

granted under the Share Option Scheme), have an interest or short position in the Shares or underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or 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 members of our Group.

3. Particulars of Service Contracts

Each of our executive Directors has entered into a service contract with our Company on 30 June 2012. The principal particulars of these service agreements are (a) for a term of two years commencing from Listing Date and (b) are subject to termination in accordance with their respective terms. The service agreements may be renewed by agreement between the parties and in accordance with our Articles of Association and the applicable rules.

Each of the non-executive Directors has signed an appointment letter with our Company on 1 July 2012. The principal particulars of these appointment letters are (a) for a term of two years commencing from Listing Date and (b) are subject to termination in accordance with their respective terms. The appointment may be renewed in accordance with our Articles of Association and the applicable rules.

Each of the independent non-executive Directors has signed an appointment letter with our Company on 10 December 2012. The principal particulars of these appointment letters are (a) for a term of two years commencing from Listing Date and (b) are subject to termination in accordance with their respective terms. The appointment may be renewed in accordance with our Articles of Association and the applicable rules.

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

4. Directors' Remuneration

Under the current arrangements, the Directors will be entitled to receive compensation (including remuneration and benefits in kind) from our Company for the year ending 31 December 2012 under arrangement in force as of the date of this prospectus which is expected to be approximately RMB2,047,000 in aggregate.

5. Personal Guarantees

As of 30 June 2012, Mr. Wong Yam Yin and Mr. Wong Kam Fai, our Controlling Shareholders, provided personal guarantees in favor of lenders in respect of the obligations of our Group in connection with banking facilities amounting to RMB249,134,000. Such guarantees will be released upon Listing.

6. Agency Fees or Commissions Received

Save as disclosed in the section headed “Underwriting” in this prospectus, no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries within the two years preceding the date of this prospectus.

7. Related Party Transactions

During the two years preceding the date of this prospectus, we have engaged in the material related party transactions as described in Note 36 to the financial statements in the Accountants’ Report set out in Appendix I to this prospectus.

8. Disclaimers

Save as disclosed in this prospectus:

- (a) so far as is known to our Directors, immediately following completion of the Global Offering (but without taking into account of any Shares which may be issued upon the exercise of the Over-allotment Option or Shares which may be issued pursuant to the exercise of any options granted under the Share Option Scheme), there are no other person (not being the Director or chief executive) who has an interest or a short position in the Shares or underlying shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or will 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 or any other members of our Group;
- (b) none of our Directors of our Company has any interest and/or a short position in the Shares, underlying Shares or debentures of our Company, or any of our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interest and short position 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 be notified to our Company and the Hong Kong Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules, in each case once the Shares are listed on the Hong Kong Stock Exchange;
- (c) none of our Directors nor any of the parties whose names are listed in the section headed “— Consents and interests of experts in our Company” in this appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this prospectus, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;

- (d) none of our Directors nor any of the parties whose names are listed in the section headed “— Consents and interests of experts in our Company” in this appendix is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to our Company’s business;
- (e) save in connection with the Underwriting Agreements, none of the parties listed in the section headed “— Consents and interests of experts in our Company” in this appendix: (i) is legally or beneficially interested in any securities of any member of our 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 our Group; or (iii) is an officer or servant or in employment of an officer or servant of our Group;
- (f) none of our Directors or their associates or our Shareholders who to the knowledge of our Directors owns more than 5% of our issued share capital has any interest in our five largest suppliers or our five largest customers; and
- (g) no cash, share or other benefit has been paid, allotted or given within the two years preceding the date of this prospectus to any promoter of our Company nor is any cash, share or benefit intended to be paid, allotted or given on the basis of the Global Offering or related transactions as mentioned in this prospectus.

D. SHARE OPTION SCHEME

The following is a summary of the principal terms of the Share Option Scheme approved by the resolutions of our Shareholders passed on 10 December 2012:

(i) Purpose of the Share Option Scheme

The purpose of the Share Option Scheme is to enable our Company to grant rights to subscribe for Shares pursuant to the terms of the Share Option Scheme (“**Options**”) as incentives or rewards to the Participants (as defined in paragraph (iii) below) for their contribution to the Group and/or to enable the Group to recruit and retain high caliber employees and attract human resources that are valuable to the Group and any entity which the Group holds any equity interest (“**Invested Entity**”).

(ii) Conditions

The Share Option Scheme is conditional upon (a) the passing of an ordinary resolution at our Company’s extraordinary general meeting approving the adoption of the Share Option Scheme by our Shareholders and authorizing our Directors to grant Options, and to allot, issue and deal with our Shares pursuant to the exercise of any Options granted under the Share Option Scheme; and (b) the Listing Committee granting approval of the listing of, and permission to deal in, (1) our Shares in issue and to be issued as mentioned in this prospectus and (2) any Shares to be issued pursuant to the exercise of Options under the Share Option Scheme. If the above conditions are not satisfied within six (6) months after the date on which the scheme is conditionally adopted

by our Company at a general meeting of the Shareholders, the Share Option Scheme shall forthwith terminate, any Option granted or agreed to be granted pursuant to this Scheme and any offer of such a grant shall be of no effect, and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Share Option Scheme.

(iii) **Eligible Participants**

Our Board may, at its discretion, invite any executive, non-executive or independent non-executive Directors or any employees (whether full-time or part-time) of our Company, or any of its subsidiaries or associated companies or any other person whom the Board considers, in its sole discretion, has contributed or will contribute to the Group (“**Participants**”) to take up the Options. The basis of eligibility of any of the class of the Participants to the grant of any Option shall be determined by the Board from time to time on the basis of their contribution to the development and growth of the Group and any Invested Entity.

(iv) **Offer and Grant of Options and payment in relation thereto**

No offer of the grant of an Option shall 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 published pursuant to the requirements of the Listing Rules. In particular, no option may be granted on any day on which the financial results of our Company are published, and during the period of one (1) month immediately preceding the earlier of (i) the date of the Board meeting for the approval of the Company’s results for any year, half-year, quarterly or other interim period; and (ii) the deadline for our Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period.

Offer of an Option (“**Offer**”) shall be deemed to have been accepted by any Participant who accepts an Offer in accordance with the terms of the Share Option Scheme (“**Grantee**”) and the Option to which the Offer relates shall be deemed to have been granted and to have taken effect when the duplicate of the offer letter comprising acceptance of the Option duly signed by the Grantee together with a remittance in favour of our Company of HK\$1 by way of consideration for the granting thereof is received by our Company within such period as our Board may determine and specify in the letter of Offer. Such remittance shall in no circumstances be refundable.

(v) **Subscription Price**

The subscription price for our Shares under the Share Option Scheme will be at least the highest of (a) the closing price of our Shares as stated in the Hong Kong Stock Exchange’s daily quotations sheet on the date on which an Offer is made by our Company to the Grantee (which date must be a Business Day, “**Offer Date**”); (b) a price being the average of the closing prices of our Shares as stated in the Hong Kong Stock Exchange’s daily quotations sheets for the five (5) Business Days immediately preceding the Offer

Date (provided that the Offer Price shall be used as the closing price for any Business Day falling within the period before listing of our Shares where our Company has been listed for less than five (5) Business Days as at the Offer Date); and (c) the nominal value of a Share.

(vi) Maximum number of Shares

- (a) The total number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme and any other share option scheme of our Company shall not in aggregate exceed 10% of the total number of Shares in issue immediately following completion of the Global Offering (being 180,000,000 Shares), unless our Company obtains a fresh approval from our Shareholders pursuant to (b) below.
- (b) Subject to (d) below, our Company may seek approval of our Shareholders in general meeting for refreshing the 10% limit set out in (a) above such that the total number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme and any other share option schemes of our Company under the limit as refreshed shall not exceed 10% of the total number of Shares in issue as at the date of approval to refresh such limit. Options previously granted under the Share Option Scheme and any other share option schemes (including those outstanding, cancelled, lapsed in accordance with the Share Option Scheme or any such other share option schemes or exercised options) will not be counted for the purpose of calculating such limit as refreshed. In such a case, our Company shall send a circular to our Shareholders containing the information required under the Listing Rules.
- (c) Subject to (d) below, our Company may seek separate approval by our Shareholders in general meeting for granting Options beyond the 10% limit provided the Options in excess of such limit are granted only to Participants specifically identified by our Company before such approval is sought. In such a case, our Company shall send a circular to our Shareholders containing the information required under the Listing Rules.
- (d) Notwithstanding any other provisions of the Share Option Scheme, the maximum number of our 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 our Company shall not exceed 30% of the total number of Shares in issue from time to time. No Options may be granted under the Share Option Scheme and any other share option schemes of our Company if this will result in such limit being exceeded.

(vii) Conditions, restrictions or limitations on Offers of Grant of Options

Subject to the provisions of the Share Option Scheme and the Listing Rules, our Board may when making an Offer impose any conditions, restrictions or limitations in relation thereto as it may at its absolute discretion think fit.

(viii) Maximum entitlement of a Participant

- (a) The maximum entitlement for any one Participant is that the total number of our Shares issued and to be issued upon exercise of the Options granted to each Participant (including both exercised and outstanding Options) in any 12-month period shall not exceed 1% of the total number of Shares in issue.
- (b) Any further grant of Options to a Participant which would result in our Shares issued and to be issued upon exercise of all options granted and to be granted to such Participant under the Share Option Scheme and any other share option schemes of our Company (including exercised, cancelled and outstanding options) in the 12-month period up to and including the date of such further grant representing in aggregate over 1% of our Shares in issue shall be subject to our Shareholders' approval in general meeting with such Participant and his associates abstaining from voting. The number of Shares subject to the Options to be granted and the terms of the Options to be granted to such Participants shall be fixed before our Shareholders' approval and the date of the meeting of our Board for proposing such further grant should be taken as the date of grant for the purpose of calculating the subscription price. In such a case, our Company shall send a circular to our Shareholders containing the information required under the Listing Rules.

(ix) Grant of Options to Connected Persons

- (a) Any grant of Options to a Participant who is a director, chief executive or substantial shareholder (with the meaning as ascribed under the Listing Rules) of our Company or their respective associates must be approved by the independent non-executive Directors of our Company (excluding the independent non-executive Director who is the Grantee).
- (b) Where our Board proposes to grant any Option to a Participant who is a substantial shareholder (with the meaning as ascribed under the Listing Rules) of our Company or an independent non-executive director of our Company, or any of their respective associates would result in our Shares issued and to be issued upon exercise of all options already granted and to be granted under the Share Option Scheme and any other share option schemes of our Company

(including options exercised, cancelled and outstanding) to him in the 12-month period up to and including the proposed Offer Date of such grant (the “**Relevant Date**”):

- (1) representing in aggregate more than 0.1% of the total number of Shares in issue on the Relevant Date; and
- (2) having an aggregate value, based on the closing price of our Shares as stated in the Hong Kong Stock Exchange’s daily quotation sheet on the Relevant Date, in excess of HK\$5,000,000,

such proposed grant of Options must be approved by our Shareholders in general meeting. In such a case, our Company shall send a circular to our Shareholders containing all those terms as required under the Listing Rules. The Participant concerned and all other connected persons of our Company must abstain from voting in favour of the resolution at such general meeting. Any vote taken at the meeting to approve the grant of such Options must be taken on a poll.

(x) Exercise of Options

An Option may be exercised in accordance with the terms of the Share Option Scheme at any time during the period to be determined by our Board at its absolute discretion and notified by our Board to each Grantee as being the period during which an Option may be exercised and in any event, such period shall not be longer than 10 years from the date upon which any particular Option is granted in accordance with the Share Option Scheme (“**Option Period**”).

(xi) Vesting

Options granted to a Grantee under the Share Option Scheme may only become exercisable in accordance with the following vesting schedule:

- (a) one-fourth of the Shares which are subject to the Options so granted to him (rounded down to the nearest whole number) shall be exercisable at any time during the period commencing on the first anniversary of the Offer Date and ending at the end of the Option Period;
- (b) one-fourth of the Shares which are subject to the Options so granted to him (rounded down to the nearest whole number) shall be exercisable at any time during the period commencing on the second anniversary of the Offer Date and ending at the end of the Option Period;
- (c) one-fourth of the Shares which are subject to the Options so granted to him (rounded down to the nearest whole number) shall be exercisable at any time during the period commencing on the third anniversary of the Offer Date and ending at the end of the Option Period; and

- (d) the remaining number of the Shares which are subject to the Options so granted to him shall be exercisable at any time during the period commencing on the fourth anniversary of the Offer Date and ending at the end of the Option Period.

(xii) Performance Target & Minimum Period before Exercise

Unless otherwise determined by our Board and specified in the offer letter to be given to the Participant at the time of the offer of the Option, there is neither any performance target that needs to be achieved by the Grantee before an Option can be exercised nor any minimum period for which an Option must be held before the Option can be exercised.

(xiii) Options are personal to the Grantee

An Option shall be personal to the Grantee and shall not be assignable or transferable. No Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interests (whether legal or beneficial) in favour of any third party over or in relation to any Option.

(xiv) Rights on death, or termination of employment, our Directorship, office or appointment

- (a) If the Grantee ceases to be a Participant by reason of his ill-health or retirement, the Grantee may exercise the Option up to his entitlement at such date of cessation (to the extent not already exercised) within the period of 12 months following the date of such cessation, which date shall be the last actual working day with the relevant company whether salary is paid in lieu of notice or not, or the last date of office or appointment as director of the relevant company, as the case may be, or such longer period as the Board may determine the event of which, the date of cessation as determined by a resolution of our Board or governing body of the relevant company shall be conclusive. An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the expiry of the period referred to above.
- (b) If the Grantee dies before exercising the Option in full and none of the events which would be a ground for termination of his employment, directorship, office or appointment under paragraph (xiii)(c) below arises, the personal representative(s) of the Grantee shall be entitled within a period of 12 months or such longer period as our Board may determine from the date of death to exercise the Option up to the entitlement of such Grantee at the date of death (to the extent not already exercised). An Option shall lapse automatically and not be exercisable (to the extent that it has become exercisable and has not already been exercised) on the expiry of the period referred to above.

- (c) An Option shall lapse automatically (to the extent not already exercised) on the date on which the Directors determine that the Grantee ceases to be an employee or director of our Company or its subsidiaries by reason of the termination of his employment or directorship on the grounds that he has been guilty of misconduct, or has found to have breached the term(s) of the relevant employment contract or service contract leading to a material loss or damage to the Group, or his employment has terminated by reason of the failure of such employment to pass the annual evaluation, or has become bankrupt or insolvent, or has been served with a petition for bankruptcy, or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by our Board or the board of the relevant subsidiary of our Company, as the case may be) on any other ground on which any employer would be entitled to terminate his employment or directorship at common law or pursuant to any applicable laws or under the Grantee's employment contract or service contract with our Company or the relevant subsidiary of our Company.
- (d) If the Grantee ceases to be a Participant by reason of (i) such Grantee's resignation from the employment of the Company or of any of its subsidiaries or Invested Entities, or (ii) the termination of his employment by our Company or of its relevant subsidiary or Invested Entity, or the expiry of such employment other than the termination of his employment on one or more of the grounds specified in (b) above, the Grantee may exercise the Option up to his entitlement at such date of cessation, which date shall be the last actual working day on which the Grantee was at work with our Company, or its relevant subsidiary or Invested Entity, on which salary is paid whether in lieu of notice or not, or such longer period as the Board may determine.

(xv) Voluntary winding-up of our Company

In the event a notice is given by our Company to its shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall on the same date as or soon after it dispatches such notice to convene the general meeting, give notice thereof to all Grantees and thereupon, each Grantee (or his legal personal representatives(s)) may, subject to the provisions of all applicable laws, by written notice to our Company (such notice to be received by our Company not later than two (2) Business Days prior to the proposed general meeting of our Company) exercise the Option (to the extent that it has become exercisable and has not already been exercised) either to its full extent or to the extent specified in such notice, such notice to be accompanied by a payment for the full amount of the aggregate subscription price for our Shares in respect of which the notice is given, whereupon our 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 referred to above, allot the relevant Shares to the Grantee credited as fully paid. An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the date of the commencement of the winding-up of the Company.

(xvi) Rights on take-over

In the event of a general or partial offer, whether by way of take-over offer, share re-purchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of our Shares (or all such holders other than the offer or and/or any person controlled by the offer or and/or any person acting in association or concert with the offeror), our Company shall use all reasonable endeavours to procure that such offer is extended to all the Grantees on the same terms, mutatis mutandis, and assuming that they will become, by exercise in full of the Options granted to them, shareholders of the Company. If such offer becomes or is declared unconditional, a Grantee shall be entitled to exercise his Option (to the extent not already exercised) to its full extent or to the extent specified in the Grantee's notice to our Company in exercise of his Option at any time before the close of such offer (or any revised offer).

(xvii) Rights on a compromise or arrangement

Other than a general offer or a scheme of arrangement referred to in (xv) above, if a compromise or arrangement between our Company and its shareholders or creditors is proposed for the purposes of or in connection with a scheme for the reconstruction of our Company or its amalgamation with any other company or companies, our Company shall give notice thereof to the Grantee on the same date as it dispatches the notice which is sent to each shareholder or creditor of our Company summoning the meeting to consider such a compromise or arrangement, and thereupon the Grantee (or his personal representative(s)) may forthwith and until the expiry of the period commencing with such date and ending with the earlier of two months thereafter and the date on which such compromise or arrangement is sanctioned by the court of competent jurisdiction, exercise any of his Options (to the extent which it has become exercisable and has not already been exercised), but the exercise of an Option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court of competent jurisdiction and becoming effective. Upon such compromise or arrangement becoming effective, all Options shall lapse except insofar as previously exercised under the Share Option Scheme. Our Company may require the Grantee (or his personal representative(s)) to transfer or otherwise deal with our Shares issued as a result of the exercise of Options in these circumstances so as to place the Grantee in the same position as nearly as would have been the case had such Shares been subject to such compromise or arrangement.

(xviii) Effects of alterations to capital structure

In the event of any alteration in the capital structure of our Company whilst any Option remains exercisable, whether by way of capitalisation issue, rights issue, sub-division or consolidation of our Shares or reduction of capital or otherwise, excluding any alteration in the capital structure of our Company as a result of an issue of Share as consideration in respect of a transaction to which our Company is a party, such corresponding alterations (if any) certified in writing by an independent financial adviser appointed by our Company or the auditors for the time being of our Company to be in their opinion as fair and reasonable will be made in the number of Shares subject to the

Options so far as unexercised and/or the subscription price, provided that such alterations shall give a Grantee as nearly as possible the same proportion of the issued share capital of our Company as that to which he was previously entitled, but so that no such alteration shall be made the effect of which would enable our Share to be issued at less than its nominal value.

(xix) Lapse of Options

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

- (1) the expiry of the Option Period;
- (2) the expiry of the periods referred to in paragraph (xiv)(a) and (xiv)(b) respectively;
- (3) the date on which the offer (or as the case may be, revised offer) referred to in paragraph (xvi), which has become or is declared unconditional, closes;
- (4) the date when the proposed compromise or arrangement becomes effective referred to in paragraph (xvii);
- (5) the date of the commencement of the winding-up of the Company referred to in paragraph (xv);
- (6) the date on which the Directors determine that the Grantee ceases to be a Participant by reason of termination of his employment on the grounds referred to in paragraph (xiv)(c);
- (7) the date the Directors, at their absolute discretion, determine that the Grantee (other than a Participant) or his associate has committed any breach of any contract entered into between the Grantee or his associate on the one part and any member of the Group or any Invested Entity on the other part or that the Grantee has become bankrupt or insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally;
- (8) the date on which the grantee commits a breach referred to in paragraph (xiv)(c); or
- (9) the date on which the Option is cancelled by our Board as set out in paragraph (xxii).

(xx) Ranking of Share allotted upon exercise of Options

The Shares to be allotted upon the exercise of an Option will be subject to all the provisions of the Memorandum and Articles of Association of our Company for the time being in force and will rank pari passu in all respects with the fully paid Shares in issue on the date of allotment and issue, and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment and issue other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the date of allotment and issue.

(xxi) Duration of the Share Option Scheme

The Share Option Scheme will remain in force for a period of 10 years commencing on the date on which the Share Option Scheme is conditionally adopted by resolution of our Shareholders.

(xxii) Cancellation of Options granted

Our Board may, with the consent of the relevant Grantee, at any time at its absolute discretion cancel any Option granted but not exercised. An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the date on which the Option is cancelled by our Board as provided above.

(xxiii) Termination of the Share Option Scheme

Our Company by resolution in general meeting or our Board may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect.

(xxiv) Alteration of the provisions of the Share Option Scheme

The provisions of the Share Option Scheme may be altered in any respect by resolution of our Board except that provisions relating to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of the Grantee without the prior approval of our Shareholders in general meeting provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction in writing of such number of Grantees as shall together hold Options in respect of not less than three-fourths in nominal value of all Shares then subject to Options granted under this scheme. Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature must first be approved by the Hong Kong Stock Exchange.

E. OTHER INFORMATION**1. Litigation**

As of the Latest Practicable Date, our Company is not involved in any material litigation, arbitration or administrative proceedings. We confirm that, no such litigation, arbitration or administrative proceedings of material importance is pending or threatened by or against any members of our Group.

2. Sole Sponsor

The Sole Sponsor made an application on our behalf to the Listing Committee of the Hong Kong Stock Exchange for the listing of, and permission to deal in, our Shares in issue and to be issued pursuant to the Capitalization Issue, the Offer Shares (including any Offer Shares which may be issued pursuant to the exercise of the Over-allotment Option) and any Shares which may be issued pursuant to the exercise of options granted under the Share Option Scheme. All necessary arrangements have been made to enable such Shares to be admitted into CCASS.

3. Preliminary Expenses

The preliminary expenses of our Company were approximately US\$6,000 and have been paid by our Company.

4. Promoter

Our Company has no promoter for the purpose of the Listing Rules.

5. Qualification of Experts

The qualifications of the experts who have given opinions in this prospectus are as follows:

Name	Qualification
BNP Paribas	A corporation licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO
Jun He Law Offices	PRC legal advisors
Conyers Dill & Pearman (Cayman) Limited	Cayman Islands attorneys-at-law
Deloitte Touche Tohmatsu	Certified Public Accountants
CBRE HK Limited	Property valuer
Savills Valuation and Professional Services Limited	Market consultant

6. No Material Adverse Change

We expect that our revenue and net profit for the six months ending 31 December 2012 will decrease by more than 50% from the six months ended 30 June 2012. The Directors confirm that, up to the date of this prospectus, there has been no other material adverse change in our financial or trading position since 30 June 2012, being the date to which our latest audited consolidated financial statement were made up.

7. Binding Effect

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

8. Miscellaneous

(1) Save as disclosed in this prospectus:

- (i) within the two years immediately preceding the date of this prospectus, our Company or any of our subsidiaries has not issued or agreed to issue any of their share or loan capital fully or partly paid either for cash or for a consideration other than cash;
- (ii) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;
- (iii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (iv) neither our Company nor any of our subsidiaries have issued or agreed to issue any founder shares, management shares or deferred shares;
- (v) within the two years preceding the date of this prospectus, no commission has been paid or payable (except commissions to the Underwriters) for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any Shares in our Company;
- (vi) none of our equity or debt securities is listed or dealt with in any other stock exchange nor is any listing or permission to deal being or proposed to be sought; and
- (vii) we have no outstanding convertible debt securities or debentures.

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

- (3) There are no founder, management or deferred shares or any debenture in our Company or any of our subsidiaries.
- (4) The principal register of our members will be maintained in the Cayman Islands principal share registrar and a register of our members will be maintained in Hong Kong by our Hong Kong Share Registrar. Unless our Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our registrar in Hong Kong and may not be lodged in the Cayman Islands.

9. Consents and Interests of Experts in Our Company

Each of the experts as referred to in the paragraph “— Qualification of experts” in this appendix has given and has not withdrawn their respective written consents to the issue of this prospectus with the inclusion of their reports and/or letters and/or valuation certificates and/or the references to their names included herein in the form and context in which they are respectively included.

None of such experts has any equity interest in our Company or any of its subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of its subsidiaries.

10. Bilingual Prospectus

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

11. Taxation of Holders of Shares

(a) Hong Kong

The sale, purchase and transfer of Shares registered with our Company’s Hong Kong branch register of members will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.1% of the consideration of, if higher, of the fair 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. Our Directors have been advised that no material liability for estate duty under the laws of China or Hong Kong would be likely to fall upon any member of our Group.

(b) Cayman Islands

Under the present Cayman Islands law, there is no stamp duty payable in the Cayman Islands on transfers of our Shares.

(c) *Consultation with professional advisors*

Intending holders of the Shares are recommended to consult their professional advisors if they are in doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in the Shares. It is emphasized that none of our Company, our 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 exercise of any rights attaching to them.