

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

We were incorporated in the Cayman Islands as an exempted company with limited liability under the Cayman Islands Companies Law on June 22, 2010. We have established a place of business in Hong Kong at Room 605, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong and registered as an overseas company under Part XI of the Hong Kong Companies Ordinance under the same address on April 30, 2013. Mr. Chan Sze Hon has been appointed as our agent for the acceptance of service of process and notices under the same address. As we are incorporated in the Cayman Islands, our corporate structure, and our Memorandum and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of our Memorandum and Articles of Association and certain relevant aspects of the Cayman Islands Companies Law are set out in Appendix VI to this prospectus.

2. Changes in share capital

As at the date of our Company's incorporation, our authorized share capital was US\$50,000 divided into 5,000,000 Shares of par value of US\$0.01 each. The following sets out the changes in our share capital since the date of our incorporation:

- (a) On June 22, 2010, our Company issued and allotted one Share to the initial subscriber Codan Trust Company (Cayman) Limited at US\$0.01 per Share and such one Share was transferred to Wuzhou International Group on the same day;
- (b) On November 29, 2011, Wuzhou International Group transferred one Share, representing its then entire shareholding in our Company, to Boom Win at US\$0.01 per Share; and
- (c) On August 13, 2012, our Company increased its authorized share capital to US\$100,000,000 divided into 10,000,000,000 shares at US\$0.01 each. On the same day, our Company issued and allotted 3,422,161,913 shares, credited as fully paid at par value to Boom Win by way of capitalization of the sum of US\$34,221,619.13 (being the amount necessary to pay up the such Shares at par value) out of the share premium account of our Company.

On May 27, 2013, Shareholder's resolutions were passed to approve, among other things, the Global Offering, details of which are set out below. Assuming that the Global Offering becomes unconditional and the Over-allotment Option and the options which may be granted under the Share Option Scheme are not exercised, our authorized share capital upon completion of the Global Offering will be US\$100,000,000 divided into 10,000,000,000 Shares of which 4,562,901,914 Shares will be allotted and issued as fully paid or credited as fully paid, and 5,437,098,086 Shares will remain unissued. On the basis that only the Over-allotment Option is exercised in full, 4,734,011,914 Shares will be allotted and issued as fully paid or credited as fully paid and 5,265,988,086 Shares will remain unissued. Other than pursuant to the exercise of the Over-allotment Option or any options which may be granted under the Share Option Scheme, there is no present intention to issue any of the authorized but unissued share capital of our Company and, without the prior approval of the Shareholders at a general meeting, no issue of Shares will be made which would effectively alter the control of our Company.

Save as described above, there has been no alteration in our Company's share capital since the date of its incorporation.

3. Resolutions of our Shareholders passed on May 27, 2013

Pursuant to written resolutions passed by our Shareholders on May 27, 2013, the following resolutions, among other resolutions, were duly passed:

- (a) the new Memorandum and Articles of Association, which will come into effect upon the listing of our Shares on the Stock Exchange, was approved;

- (b) conditional upon (i) the Listing Committee granting the listing of, and permission to deal in, the Shares to be issued as mentioned herein; and (ii) all the conditions set out in “Structure of the Global Offering – Conditions of the Hong Kong Public Offering” in this prospectus being fulfilled, (i) the Global Offering and the Over-allotment Option were approved and our Directors were authorized to allot and issue the Offer Shares pursuant to the Global Offering and such number of Shares as may be allotted and issued upon the exercise of the Over-allotment Option; and (ii) the Share Option Scheme was approved and adopted and our Directors were authorized to grant options to subscribe for Shares thereunder and to allot, issue and deal with the Shares pursuant to the exercise of the options which may be granted under the Share Option Scheme and to take all such actions as they consider necessary and/or desirable to implement and give effect to the Share Option Scheme;
- (c) a general unconditional mandate was granted to our Directors to, inter alia, allot, issue and deal with Shares with an aggregate nominal value not exceeding 20% of the aggregate nominal value of the share capital of our Company in issue immediately following the completion of the Global Offering.

This mandate does not cover Shares to be allotted, issued, or dealt with under a rights issue or upon the exercise of the Over-allotment Option or the options to be granted under the Share Option Scheme. Such mandate will expire:

- (i) at the conclusion of the next annual general meeting of our Company;
 - (ii) at the end of the period within which the next annual general meeting of our Company is required to be held under the applicable laws or the Articles of Association; or
 - (iii) when revoked or varied by an ordinary resolution of our Shareholders at a general meeting of our Company, whichever occurs first;
- (d) a general unconditional mandate was given to our Directors to exercise all powers of our Company to repurchase Shares with an aggregate nominal value not exceeding 10% of the aggregate nominal value of the share capital of our Company in issue immediately following completion of the Global Offering (excluding Shares which may be allotted and issued upon the exercise of the Over-allotment Option, the options granted under or the options to be granted under the Share Option Scheme).

This mandate only relates to repurchase made on the Stock Exchange or on any other stock exchange on which the Shares may be listed (and which is recognized by the SFC and the Stock Exchange for this purpose) and which are in accordance with all applicable laws and regulations. Such mandate will expire:

- (i) at the conclusion of the next annual general meeting of our Company;
- (ii) at the end of the period within which the next annual general meeting of our Company is required to be held under the applicable laws or the Articles of Association; or
- (iii) when revoked or varied by an ordinary resolution of our Shareholders at a general meeting of our Company;

whichever occurs first; and

- (e) the general unconditional mandate as mentioned in paragraph (c) 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 our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the Shares purchased by our Company

pursuant to the mandate to purchase Shares referred to in paragraph (d) above (up to 10% of the aggregate nominal value of the Shares in issue immediately following completion of the Global Offering, excluding any Shares which may fall to be issued pursuant to the exercise of the Over-allotment Option or the options to be granted under the Share Option Scheme).

4. Changes in share capital of the subsidiaries of our Group

Our subsidiaries are referred to in the accountants' report as set out in Appendix I. The following alterations in the share capital (or registered capital, as the case may be) of our subsidiaries have taken place within the two years preceding the date of this prospectus:

Wuxi Longteng

On July 29, 2011, the registered capital of Wuxi Longteng was increased from RMB20 million to RMB50 million. The registered capital was fully paid up.

Wuzhou Business Operation

On August 18, 2011, the registered capital of Wuzhou Business Operation was increased from RMB1 million to RMB50 million. The registered capital was fully paid up.

Wuxi Zhongnan

On March 1, 2012, the registered capital of Wuxi Zhongnan was increased from RMB20 million to RMB36.614 million. The registered capital was fully paid up.

Nantong Wuzhou

On October 8, 2011, the registered capital of Nantong Wuzhou was increased from RMB8 million to RMB80 million. The registered capital was fully paid up.

Xiangyang Wuzhou

On June 27, 2012, the registered capital of Xiangyang Wuzhou was increased from RMB20 million to RMB100 million. The registered capital was fully paid up.

Save as described above, there has been no other alteration in the share capital of the subsidiaries of our Company in the two years preceding the date of this prospectus.

Wuzhou Columbus Sheyang

On January 10, 2013, the registered capital of Wuzhou Columbus Sheyang was changed from USD25 million to RMB157.2825 million. RMB32 million of the share capital in Wuzhou Columbus Sheyang was paid up.

Wuxi Wuzhou Ornament City

On January 25, 2013, the registered capital of Wuxi Wuzhou Ornament City was increased from RMB70 million to RMB100 million. The registered capital was fully paid up.

5. Repurchases of our own securities

This section sets out information required by the Stock Exchange to be included in this document concerning the repurchase by the Company of our own securities.

(a) Relevant Legal and Regulatory Requirements

The Listing Rules permit our Shareholders to grant to our Directors a general mandate to repurchase our Shares that are listed on the Stock Exchange. Such mandate is required to be given by way of an ordinary resolution passed by our Shareholders in a general meeting.

(b) Shareholder Approval

All proposed repurchases of Shares (which must be fully paid up) must be approved in advance by ordinary resolutions of our Shareholders in a general meeting, either by way of general mandate or by specific approval of a particular transaction.

On May 27, 2013, 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 (excluding shares which may be allotted and issued under the Over-allotment Option and options to be granted under the Share Option Scheme) on the Stock Exchange or on any other stock exchange on which our securities may be listed and which is recognized by the SFC and the Stock Exchange for this purpose. This mandate will expire at the earliest of (i) the conclusion of our next annual shareholders' general meeting, (ii) the date by which our next shareholders' general meeting is required by applicable laws and our Articles of Association to be held, or (iii) such mandate being revoked or varied by ordinary resolutions of our Shareholders in a general meeting (the "**Relevant Period**").

(c) Source of Funds

Our repurchase of the Shares listed on the Stock Exchange must be funded out of funds legally available for the purpose in accordance with our Memorandum and Articles of Association and the applicable laws of the Cayman Islands. We may not repurchase our Shares on the Stock Exchange for consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Subject to the foregoing, we may make repurchases with profits of our Company or out of a fresh issue of shares made for the purpose of the repurchase or, if authorized by our Memorandum and Articles of Association and subject to the applicable laws of the Cayman Islands, out of capital and, in the case of any premium payable on the repurchase, out of profits of our Company or from sums standing to the credit of the share premium account of our Company or, if authorized by our Memorandum and Articles of Association and subject to the applicable laws of the Cayman Islands, out of capital.

(d) Reasons for Repurchases

Our Directors believe that it is in our and our Shareholders' best interests for our Directors to have general authority to execute repurchases of our 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 where our Directors believe that such repurchases will benefit us and our Shareholders.

(e) Funding of Repurchases

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

On the basis of the current financial position of our Company as disclosed in this prospectus and taking into account the current working capital position of our Company, our Directors believe 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 the working capital requirements of our Company or the gearing levels which in the opinion of our Directors are from time to time appropriate for us.

(f) Share Capital

The exercise in full of the current repurchase mandate, on the basis of 4,562,901,914 Shares in issue immediately after the Global Offering (without taking into account the exercise of the Over-allotment Option), could accordingly result in up to 456,290,191 Shares being repurchased by us during the Relevant Period.

(g) General

None of our Directors or, to the best of their knowledge having made all reasonable enquiries, any of their associates (as defined in the Listing Rules) currently intends to sell any of our Shares to us or our subsidiaries.

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

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

No connected person as defined by the Listing Rules has notified us that he has a present intention to sell his Shares to us, or has undertaken not to do so, if the repurchase mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of material contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this prospectus that are or may be material:

- (1) the equity interest transfer agreement dated November 18, 2011, entered into between Wuxi Wuzhou Investment and Wuzhou Business Operation, pursuant to which Wuxi Wuzhou Investment transferred its 100% interests in Wuxi Business Management to Wuzhou Business Operation for a consideration of RMB5 million;
- (2) the equity interest transfer agreement dated November 28, 2011, entered into between Wuxi Wuzhou Investment, Boom Win and Hong Kong Wuzhou, pursuant to which Wuxi Wuzhou Investment and Boom Win transferred their respective 62% and 38% interests in Wuxi Wuzhou Ornament City to Hong Kong Wuzhou, for a consideration of HK\$53,251,533 and HK\$32,638,036 respectively;
- (3) the equity interest transfer agreement dated December 7, 2011, entered into between Shu Cewan and Wuxi Wuzhou Ornament City, pursuant to which Shu Cewan transferred his

- 0.98% interests in Wuzhou Business Operation to Wuxi Wuzhou Ornament City for a consideration of RMB0.49 million;
- (4) the equity interest transfer agreement dated December 8, 2011, entered into between Wuzhou Int'l Group Investment, Wuxi Wuzhou Investment and Hong Kong Wuzhou, pursuant to which Wuzhou Int'l Group Investment and Wuxi Wuzhou Investment transferred their respective 80% and 20% interests in Hangzhou Longan to Hong Kong Wuzhou for a consideration of RMB190,059,000 and RMB47,514,750 respectively;
 - (5) the facility letter dated February 27, 2012, entered into between Hong Kong Wuzhou and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which, among other things, Bank of Communications Co., Ltd. Hong Kong Branch agreed to make available to Hong Kong Wuzhou a loan facility of up to the aggregate principal amount of HK\$100 million, and the relevant general agreement entered into between Bank of Communications Co., Ltd. Hong Kong Branch and Hong Kong Wuzhou in relation to the facility;
 - (6) the deed of guarantee entered into between Bank of Communications Co., Ltd. Hong Kong Branch and Wuzhou International Investment dated March 1, 2012, pursuant to which, in consideration of the facility provided by Bank of Communications Co., Ltd. Hong Kong Branch to Hong Kong Wuzhou, Wuzhou International Investment agreed to pay and satisfy the debts or liabilities due but unpaid to Bank of Communications Co., Ltd. Hong Kong Branch from or by Hong Kong Wuzhou.
 - (7) the deed of guarantee entered into between Bank of Communications Co., Ltd. Hong Kong Branch and the Company dated March 1, 2012, pursuant to which, in consideration of the facility provided by Bank of Communications Co., Ltd. Hong Kong Branch to Hong Kong Wuzhou, the Company agreed to pay and satisfy the debts or liabilities due but unpaid to Bank of Communications Co., Ltd. Hong Kong Branch from or by Hong Kong Wuzhou.
 - (8) the deed of indemnity charge entered into between Bank of Communications Co., Ltd. Hong Kong Branch and the Company dated March 1, 2012, pursuant to which the Company agreed to indemnify Bank of Communications Co., Ltd. Hong Kong Branch on demand upon the occurrence of an event of default.
 - (9) the guarantee agreement dated March 1, 2012 entered into between Wuxi Wuzhou Investment and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which Wuxi Wuzhou Investment agreed to act as guarantor in connection with a loan between Hong Kong Wuzhou and Bank of Communications Co., Ltd. Hong Kong Branch;
 - (10) the loan agreement dated March 5, 2012, entered into between Hong Kong Wuzhou and Shu Cecheng, pursuant to which, among other things, Shu Cecheng agreed to advance a sum of HK\$18 million to Hong Kong Wuzhou;
 - (11) the bailment agreement dated March 6, 2012 entered into between Wuxi Wuzhou Ornament City, Bank of Communications Co., Ltd. Wuxi Branch and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which Wuxi Wuzhou Ornament City agreed to deposit a bailment the sum of RMB87.3 million with Bank of Communications Co., Ltd. Wuxi Branch in connection with a loan between Hong Kong Wuzhou and Bank of Communications Co., Ltd. Hong Kong Branch;
 - (12) the equity interest transfer agreement dated March 7, 2012, entered into between Wuxi Wuzhou Investment and Wuxi Wuzhou Ornament City, pursuant to which Wuxi Wuzhou Investment transferred its 100% interests in Wuxi Zhongnan to Wuxi Wuzhou Ornament City for a consideration of RMB36.614 million;
 - (13) the quadripartite operation agreement between Wuxi Wuzhou Ornament City, Hong Kong Wuzhou, Bank of Communications Co., Ltd. Wuxi Branch and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which among other things, Hong Kong Wuzhou agreed to use the loan for specific purpose and Wuxi Wuzhou Ornament City agreed to place specific amount of deposit with Bank of Communications Co., Ltd. Wuxi Branch;

- (14) the share charge dated April 17, 2012, entered into between Wuzhou International Investment, Hong Kong Wuzhou and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which, among other things, Wuzhou International Investment granted a share charge of one share in Hong Kong Wuzhou in favor of the Bank of Communications Co., Ltd., Hong Kong Branch;
- (15) a debenture dated April 17, 2012 entered into between Hong Kong Wuzhou and Bank of Communications Co., Ltd. Hong Kong Branch, pursuant to which among other things, Hong Kong Wuzhou granted security over its assets in favor of Bank of Communications Co., Ltd. Hong Kong Branch;
- (16) the equity interest transfer agreement dated April 19, 2012, entered into between Wuxi Wuzhou Investment and Wuxi Wuzhou Ornament City, pursuant to which Wuxi Wuzhou Investment transferred its 51% interests in Wuxi Longxiang to Wuxi Wuzhou Ornament City for a consideration of RMB10.2 million;
- (17) the equity interest transfer agreement dated April 28, 2012, entered into between Huang Xufeng and Wuxi Wuzhou Ornament City, pursuant to which Huang Xufeng transferred his RMB2 million worth of interests in Yancheng Wuzhou to Wuxi Wuzhou Ornament City for a consideration of RMB2 million;
- (18) The equity interest transfer agreement dated May 21, 2012 and the supplemental agreement on equity interest transfer dated May 29, 2012, entered into between Wuxi Wuzhou Investment and Wuxi Wuzhou Ornament City, pursuant to which Wuxi Wuzhou Investment transferred 52.4% of its interests in Wuxi Longan to Wuxi Wuzhou Ornament City for a consideration of RMB33.186 million;
- (19) the equity interest transfer agreement dated May 21, 2012 and the supplemental agreement on equity interest transfer dated May 28, 2012, entered into between Shenzhen Five Continents and Wuxi Wuzhou Ornament City, pursuant to which Shenzhen Five Continents transferred 11.9% of its interests in Wuxi Longan to Wuxi Wuzhou Ornament City for a consideration of RMB7.536 million;
- (20) the equity interest transfer agreement dated May 21, 2012 entered into between Shenzhen Five Continents and Shanghai Heheyicheng Investment Consulting Co., Ltd. (上海合和易誠投資顧問有限公司), pursuant to which Shenzhen Five Continents transferred 11.9% of its interests in Wuxi Longan to Shanghai Heheyicheng Investment Consulting Co., Ltd. for a consideration of RMB7.14 million;
- (21) the equity interest transfer agreement dated May 21, 2012 entered into between Shenzhen Five Continents and Shenzhen Qiaocheng Holiday Investment & Development Co., Ltd. (深圳市橋城假日投資發展有限公司), pursuant to which Shenzhen Five Continents transferred 12.8915% of its interests in Wuxi Longan to Shenzhen Qiaocheng Holiday Investment & Development Co., Ltd. for a consideration of RMB7.7349 million;
- (22) the equity interest transfer agreement dated May 21, 2012 entered into between Shenzhen Five Continents and Wuxi Henglid Investment Advisory Co., Ltd. (無錫恆利德投資諮詢有限公司), pursuant to which Shenzhen Five Continents transferred 10.9085% of its interests in Wuxi Longan to Wuxi Henglid Investment Advisory Co., Ltd. for a consideration of RMB6.5451 million;
- (23) the deed of assignment dated August 15, 2012, entered into between Wuzhou Int'l Group Investment, Boom Win and Hong Kong Wuzhou, pursuant to which Wuzhou Int'l Group Investment transferred its right to US\$30 million sum due from Hong Kong Wuzhou to Boom Win;
- (24) the equity interest transfer agreement dated November 14, 2012, entered into between Zheng Yanhui and Wuxi Longan, pursuant to which Wuxi Longan transfer its 100% interests in Wuxi Longan Decoration to Zheng Yanhui for a consideration of RMB0.5 million;




- (25) the facility letter dated December 13, 2012, entered into between Hong Kong Wuzhou and China Minsheng Banking Corp., Ltd. Hong Kong Branch, pursuant to which, among other things, China Minsheng Banking Corp., Ltd. Hong Kong Branch agreed to make available to Hong Kong Wuzhou a term loan facility of up to an aggregate principal amount of HK\$150 million, and the relevant general agreement entered into between China Minsheng Banking Corp., Ltd., Hong Kong Branch and Hong Kong Wuzhou in relation to the facility;
- (26) the capital transfer agreement dated December 17, 2012, entered into between Hong Kong Wuzhou and Yancheng Wuzhou, pursuant to which Hong Kong Wuzhou transferred its payable capital contributions of US\$12.25 million in Wuzhou Columbus Sheyang (representing 49% equity interest in Wuzhou Columbus Sheyang) to Yancheng Wuzhou, for a consideration of \$1;
- (27) the equity transfer agreement dated January 10, 2013, entered into between Wuxi Zhongnan and Nantong Zesheng Investment Co., Ltd.* (南通澤盛投資有限公司), pursuant to which Wuxi Zhongnan transferred its 20% interests in Nantong Commercial Investment to Nantong Zesheng Investment Co., Ltd.* for a consideration of RMB4 million;
- (28) the equity transfer agreement dated January 10, 2013, entered into between Wuxi Zhongnan and Wuxi Weihe Information Consulting Co., Ltd.* (無錫唯禾信息諮詢有限公司), pursuant to which Wuxi Zhongnan transferred its 5% interests in Nantong Commercial Investment to Wuxi Weihe Information Consulting Co., Ltd. for a consideration of RMB1 million;
- (29) the deed of indemnity dated May 18, 2013 entered into among Boom Win, Shu Cecheng, Shu Cewan and our Company, in respect of certain tax and litigation indemnities given by Boom Win, Shu Cecheng and Shu Cewan in favor of our Company (for itself and as trustee for its subsidiaries) as detailed in the paragraph headed “F. Other Information — 2. Tax and other Indemnity” in this section;
- (30) the deed of non-competition dated May 18, 2013 entered into among Boom Win, Shu Cecheng, Shu Cewan and our Company, in respect of the non-competition undertakings given by Boom Win, Shu Cecheng and Shu Cewan in favor of our Company as detailed in the section headed “Relationship with Our Controlling Shareholders”; and
- (31) the Hong Kong Underwriting Agreement.

2. Intellectual property rights

As of the Latest Practicable Date, our Group has registered/ has applied for the registration of the following intellectual property rights.







(A) Trademarks

As of the Latest Practicable Date, our Group is the owner of the following registered trademarks in the PRC:












No.	Trademark	Name of Registered Owner	Territory of Registration	Class	Registration Number	Commencement Date	Expiry Date
1.		Wuxi Wuzhou Ornament City	PRC	36	1357475	January 21, 2010	January 20, 2020
2.		Wuxi Wuzhou Ornament City	PRC	43	5041642	July 7, 2009	July 6, 2019
3.		Wuxi Wuzhou Ornament City	PRC	43	5041638	July 7, 2009	July 6, 2019

APPENDIX VII






STATUTORY AND GENERAL INFORMATION

No.	Trademark	Name of Registered Owner	Territory of Registration	Class	Registration Number	Commencement Date	Expiry Date
4.		Wuxi Wuzhou Ornament City	PRC	36	5041640	July 7, 2009	July 6, 2019
5.		Wuxi Wuzhou Ornament City	PRC	41	5041643	May 28, 2009	May 27, 2019
6.		Wuxi Wuzhou Ornament City	PRC	35	5041645	April 28, 2009	April 27, 2019
7.		Wuxi Wuzhou Ornament City	PRC	39	5041648	April 28, 2009	April 27, 2019
8.		Wuxi Wuzhou Ornament City	PRC	20	5041651	April 21, 2009	April 20, 2019
9.		Wuxi Wuzhou Ornament City	PRC	21	5041650	April 21, 2009	April 20, 2019
10.		Wuxi Wuzhou Ornament City	PRC	6	6371204	February 28, 2010	February 27, 2020
11.		Wuxi Wuzhou Ornament City	PRC	41	5041639	November 14, 2009	November 13, 2019
12.		Wuxi Wuzhou Ornament City	PRC	35	5041641	September 21, 2009	September 20, 2019
13.		Wuxi Wuzhou Ornament City	PRC	36	5041644	July 7, 2009	July 6, 2019
14.		Wuxi Wuzhou Ornament City	PRC	44	5041646	July 7, 2009	July 6, 2019
15.		Wuxi Wuzhou Ornament City	PRC	37	5041649	July 7, 2009	July 6, 2019


No.	Trademark	Name of Registered Owner	Territory of Registration	Class	Registration Number	Commencement Date	Expiry Date
16.		Wuxi Wuzhou Ornament City	PRC	43	6371207	April 7, 2010	April 6, 2020
17.		Wuxi Wuzhou Ornament City	PRC	42	5041647	November 14, 2009	November 13, 2019
18.		Wuxi Wuzhou Ornament City	PRC	43	7178785	September 7, 2010	September 6, 2020
19.		Wuxi Wuzhou Ornament City	PRC	36	7178787	September 21, 2010	September 20, 2020
20.		Wuxi Wuzhou Ornament City	PRC	37	7178784	September 21, 2010	September 20, 2020
21.		Wuxi Wuzhou Ornament City	PRC	35	7178786	September 14, 2010	September 13, 2020
22.		Wuzhou Business Operation	PRC	23	6677772	April 14, 2010	April 13, 2020
23.		Wuxi Wuzhou Ornament City	PRC	19	5041652	March 28, 2010	March 27, 2020
24.		Wuxi Wuzhou Ornament City	PRC	38	6371195	June 7, 2010	June 6, 2020
25.		Wuxi Wuzhou Ornament City	PRC	37	6371196	June 7, 2010	June 6, 2020
26.		Wuxi Wuzhou Ornament City	PRC	35	6371197	June 28, 2010	June 27, 2020
27.		Wuxi Wuzhou Ornament City	PRC	27	6371198	April 28, 2010	April 27, 2020

No.	Trademark	Name of Registered Owner	Territory of Registration	Class	Registration Number	Commencement Date	Expiry Date
28.		Wuxi Wuzhou Ornament City	PRC	25	6371199	February 28, 2010	February 27, 2020
29.		Wuxi Wuzhou Ornament City	PRC	24	6371200	April 28, 2010	April 27, 2020
30.		Wuxi Wuzhou Ornament City	PRC	21	6371201	September 28, 2010	September 27, 2020
31.		Wuxi Wuzhou Ornament City	PRC	20	6371202	September 28, 2010	September 27, 2020
32.		Wuxi Wuzhou Ornament City	PRC	19	6371203	July 21, 2010	July 20, 2020
33.		Wuxi Wuzhou Ornament City	PRC	21	6371205	September 28, 2010	September 27, 2020
34.		Wuxi Wuzhou Ornament City	PRC	21	6371206	September 28, 2010	September 27, 2020
35.		Wuxi Wuzhou Ornament City	PRC	42	6371208	July 7, 2010	July 6, 2020
36.		Wuxi Wuzhou Ornament City	PRC	41	6371209	September 14, 2010	September 13, 2020
37.		Wuxi Wuzhou Ornament City	PRC	40	6371210	June 7, 2010	June 6, 2020
38.		Wuxi Wuzhou Ornament City	PRC	39	6371211	July 7, 2010	July 6, 2020

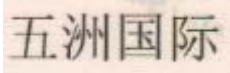
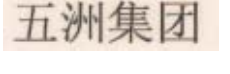
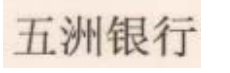
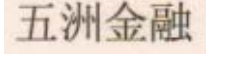
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No.	Trademark	Name of Registered Owner	Territory of Registration	Class	Registration Number	Commencement Date	Expiry Date
39.		Wuzhou Business Operation	PRC	35	7393193	January 14, 2011	January 13, 2021
40.		Wuzhou Business Operation	PRC	41	7393166	April 28, 2012	April 27, 2022
41.		Wuzhou Business Operation	PRC	39	7393168	April 28, 2012	April 27, 2022
42.		Wuzhou Business Operation	PRC	38	7393174	October 21, 2011	October 20, 2021
43.		Wuzhou Business Operation	PRC	37	7393180	August 14, 2012	August 13, 2022

As of the Latest Practicable Date, our Group had applied for the transfer of the following trademark in the PRC:

No.	Trademark	Name of Registered Owner	Territory of Application	Class	Registration Number	Commencement Date	Expiry Date	Name of Applicant	Application Date
1.		Wuxi Wuzhou Investment	PRC	37	7641910	January 14, 2011	January 13, 2021	Wuxi Wuzhou Ornament City	March 1, 2012

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





No.	Trademark	Name of Applicant	Territory of Application	Class	Application Number	Application Date
1.		Wuxi Wuzhou Ornament City	PRC	36	11311670	August 23, 2012
2.		Wuxi Wuzhou Ornament City	PRC	36	11311673	August 23, 2012
3.		Wuxi Wuzhou Ornament City	PRC	36	11311682	August 23, 2012
4.		Wuxi Wuzhou Ornament City	PRC	36	11311677	August 23, 2012

APPENDIX VII

STATUTORY AND GENERAL INFORMATION

No.	Trademark	Name of Applicant	Territory of Application	Class	Application Number	Application Date
5.		Wuxi Wuzhou Ornament City	PRC	36	11309418	August 23, 2012
6.		Wuzhou Business Operation	PRC	3	10778296	April 24, 2012
7.		Wuzhou Business Operation	PRC	8	10778361	April 24, 2012
8.		Wuzhou Business Operation	PRC	11	10778396	April 24, 2012
9.	五洲城	Wuxi Wuzhou Ornament City	PRC	36	11866222	December 21, 2012
10.	五洲哥伦布广场	Wuxi Wuzhou Ornament City	PRC	36	12024702	January 23, 2013
11.	五洲合和	Wuxi Wuzhou Ornament City	PRC	36	12024704	January 23, 2013

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

Trademark	Class(es)	Applicant	Application no.	Application date
	36, 37 and 42	The Company	302513295	February 1, 2013
				
	36, 37 and 42	The Company	302513303	February 1, 2013
				

(C) Domain Names

As at the Latest Practicable Date, our Group had registered the following domain names:

Registrant	Domain Name	Expiry Date
International Marketing Development	wz-cehua.com	June 13, 2014
Wuxi Wuzhou Ornament City	hkwzig.com	March 15, 2020
Wuxi Zhongnan	China-wz.com.cn	November 17, 2019
Wuxi Zhongnan	wz-china.com	November 17, 2019
Yancheng Wuzhou	ycwzgj.com	July 8, 2014
Yancheng Wuzhou	盐城五洲国际.com	August 8, 2014

Save as disclosed above, there are no other copyrights, patents or other intellectual property rights that are material to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT AND STAFF

1. Disclosure of Interests

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

<u>Name of Director</u>	<u>Nature of interest</u>	<u>Number and class of securities⁽¹⁾</u>	<u>Approximate percentage of interest in our Company immediately after the Global Offering⁽²⁾</u>
Shu Cecheng ⁽³⁾	Interest in a controlled corporation	3,387,940,295 Shares (L)	74.25%
Shu Cewan ⁽⁴⁾	Interest in a controlled corporation	3,387,940,295 Shares (L)	74.25%
Shu Ceyuan ⁽⁴⁾	Interested in a controlled corporation	8,384,297 Shares (L)	0.18%
Wu Xiaowu ⁽⁵⁾	Interested in a controlled corporation	8,384,297 Shares (L)	0.18%
Zhao Lidong ⁽⁵⁾	Interested in a controlled corporation	3,832,821 Shares (L)	0.08%

Notes:

(1) The letters “L” and “S” denote the person’s long position and short position in such Shares, respectively.

(2) Assuming the Over-allotment Option is not exercised.

(3) Boom Win is interested in 74.25% of the issued share capital of our Company and Shu Cecheng holds 60% of interest in Boom Win. Shu Cecheng is therefore interested in the Shares held by Boom Win.

(4) Boom Win is interested in 74.25% of the issued share capital of our Company and Shu Cewan holds 40% of interest in Boom Win. Shu Cewan is therefore interested in the Shares held by Boom Win.

(5) Dream Chaser is interested in 0.18% of the issued share capital of our Company and Dream Chaser is wholly owned by Shu Ceyuan. Shu Ceyuan is therefore interested in all the Shares held by Dream Chaser.

(6) Starry Horizon is interested in 0.18% of the issued share capital of our Company and Starry Horizon is wholly owned by Wu Xiaowu. Wu Xiaowu is therefore interested in all the Shares held by Starry Horizon.

(7) Mastery Ventures is interested in 0.08% of the issued share capital of our Company and Mastery Ventures is wholly owned by Zhao Lidong. Zhao Lidong is therefore interested in all the Shares held by Mastery Ventures.

2. Substantial shareholders

So far as our Directors are aware, immediately following completion of the Global Offering (without taking into account any shares which may be issued pursuant to the exercise of the Over-allotment Option), the following persons (who is neither our Director nor chief executive) will have an interest or short position in the Shares or underlying Shares of our Company which would fall to be disclosed to our 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 our Group:

<u>Name of shareholder</u>	<u>Nature of interest</u>	<u>Number and class of securities⁽¹⁾⁽²⁾</u>	<u>Approximate percentage of interest in our Company immediately after the Global Offering</u>
Boom Win	Beneficial owner	3,387,940,295(L)	74.25%

Notes:

- (1) The letter "L" denotes the person's long position in the Shares.
- (2) These figures assume that the Shareholders will not participate in the Global Offering or in the trading of any Shares between the Latest Practicable Date and the Listing Date. These figures also assume that the Over-allotment Option is not exercised.

3. Particulars of service contracts and letters of appointment

Each of our executive Directors, has entered into a service contract with our Company on November 14, 2012 for a term of three years commencing from the Listing Date, and such appointment shall be terminated in accordance with the terms of the service contract. Under these service contracts, each of Shu Cecheng, Shu Cewan, Shu Ceyuan, Wu Xiaowu and Zhao Lidong will receive an annual salary of HK\$100,000, respectively.

Each of Shu Guoying, Lo Kwong Shun Wilson and Song Ming, being our independent non-executive Directors, has entered into a service contract with our Company on May 18, 2013, for a term of three years commencing from the Listing Date, and such appointment shall be terminated in accordance with the terms of the letters of appointment. Under these service contracts, each of Shu Guoying, Lo Kwong Shun Wilson and Song Ming will receive an annual salary of HK\$120,000, respectively.

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

4. Directors' remuneration

The aggregate amount of remuneration (including fees, salaries, contributions to pension schemes, housing allowances and other allowances and benefits in kind and discretionary bonuses) which were paid to our Directors for each of the three years ended 2010, 2011 and 2012 were approximately RMB1,061,000, RMB2,537,000, and RMB3,209,000 respectively.

It is estimated that remuneration and benefits in kind, excluding any discretionary bonus payable to our Directors, that is equivalent to approximately RMB6.1 million in the aggregate will be paid and granted to our Directors by us in respect of the financial year ending December 31, 2013 under arrangements in force at the date of this prospectus.

5. Fees or commissions received

Save as disclosed in this prospectus, none of the Directors or any of the persons whose names are listed in the paragraph headed “Consents” in this Appendix had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group from our Group within the two years preceding the date of this prospectus.

6. Related party transactions

Details of the related party transactions that we have entered into are set forth in Note 33 of the Accounts’ report, the text of which is set out in Appendix I to this prospectus.

D. DISCLAIMERS

Save as disclosed in this prospectus:

- (a) none of the Directors or chief executive of our Company has any interests and short positions 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 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 the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors and Listed Companies to be notified to us and the Stock Exchange, in each case once our Shares are listed;
- (b) none of our Directors nor any of the parties listed in the paragraph headed “Consents” in this Appendix is interested in our promotion, or in any assets which have, within the two years immediately preceding the issue of this prospectus, been acquired or disposed of by or leased to us, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (c) none of our Directors nor any of the parties listed in the paragraph headed “Consents” 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 business;
- (d) save for the underwriting agreements, none of the parties listed in the paragraph headed “Consents” in this Appendix:
 - (i) is interested legally or beneficially in any of our Shares or any shares in any of our subsidiaries; or
 - (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribed for our securities;
- (e) within the two years preceding the date of this prospectus, we have not issued nor agreed to issue any share or loan capital fully or partly paid either for cash or for a consideration other than cash;
- (f) no share or loan capital of our Company is under option or is agreed conditionally or unconditionally to be put under option;
- (g) we have not issued nor agreed to issue any founder shares, management shares or deferred shares;

- (h) none of the equity and debt securities of our Company is listed or dealt with in any other stock exchange nor is any listing or permission to deal being or proposed to be sought;
- (i) we have no outstanding convertible debt securities;
- (j) within the two years immediately preceding the date of this prospectus, no commissions, discounts, brokerages or other special items have been granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries;
- (k) 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; and
- (l) no amount or securities or benefit has been paid or allotted or given within the two years preceding the date of this prospectus to any of our promoters nor is any such securities or amount or benefit intended to be paid or allotted or given.

E. SHARE OPTION SCHEME

Summary of terms of the Share Option Scheme

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by a resolution in writing passed by our Shareholders on May 27, 2013 (“**Adoption Date**”):

1. *Purpose of the scheme and performance target*

The purpose of the Share Option Scheme is to enable our Group to grant options as defined in the Share Option Scheme to selected participants as incentives or rewards for their contributions to our Group. The Board has not specified any performance target that must be achieved before options can be exercised.

Given that the Directors are entitled to determine any performance targets to be achieved and that the exercise price of an option cannot in any event fall below the price stipulated in the Listing Rules or such higher price as may be fixed by the Directors, it is expected that grantees of an option will make an effort to contribute to the development of our Group so as to bring about an increase of market price of the Shares in order to capitalize on the benefits of the options granted.

2. *Who may join*

The Board may, at their absolute discretion, invite any person belonging to any of the following classes of participants (“**Eligible Persons**”), to take up options to subscribe for Shares:

- (a) any employee (whether full time or part time) of our Company, its subsidiaries or any entity (“**Invested Entity**”) in which our Group holds any equity interest, including any executive Director of our Company, its subsidiaries or Invested Entity;
- (b) any non-executive Director (including independent non-executive Director) of our Company, its subsidiaries or any Invested Entity;
- (c) any senior management of our Company, its subsidiaries or Invested Entity;

and, for the purposes of the Share Option Scheme, the options may be granted to any company wholly owned by one or more persons belonging to any of the above classes of participants. For

the avoidance of doubt, any person who falls within any of the above classes shall not, by itself, unless the Board otherwise determines, be construed as a grantee of option under the Share Option Scheme.

Upon acceptance of the option, the grantee shall pay HK\$1.00 to our Company as consideration for the grant.

3. *Maximum number of Shares*

(a) Subject to the provisions of paragraph 3(b) below:

- (i) 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 must not in aggregate exceed 456,290,191 Shares, being 10% (“**Scheme Mandate Limit**”) of the Shares in issue immediately after completion of the Global Offering (assuming the Over-allotment Option is not exercised) unless our Company obtains a fresh approval from its shareholders pursuant to paragraphs (ii) and/or (iii) below. Options lapsed in accordance with the terms of the Share Option Scheme will not be counted for the purpose of calculating the Scheme Mandate Limit.
- (ii) Our Company may seek an approval from the shareholders in general meeting to refresh the Scheme Mandate Limit from time to time 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 shall not exceed 10% of the Shares in issue as at the date of such shareholders’ approval. Options previously granted under the Share Option Scheme (including options which are outstanding, cancelled, lapsed or exercised in accordance with the Share Option Scheme) will not be counted for the purpose of calculating the new limit. Our Company must send a circular containing the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules to the shareholders.
- (iii) Our Company may seek separate shareholders’ approval in general meeting to grant options over and above the Scheme Mandate Limit provided that the options in excess of the Scheme Mandate Limit are granted only to the Eligible Persons specified by our Company before such approval is sought and for whom specific approval is then obtained. Our Company must issue a circular containing the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules to the shareholders.

- (b) The maximum number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of our Company shall not in aggregate exceed 30% of the Shares in issue from time to time. No option may be granted under the Share Option Scheme and any other share option schemes of our Company if such limit is exceeded.

4. *Maximum entitlement of each participant*

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Share Option Scheme (including both exercised or outstanding options) to each Eligible Person in any 12-month period must not exceed 1% of the issued share capital of our Company for the time being (“**Individual Limit**”). Any further grant of options in excess of the Individual Limit in any 12-month period up to and including the date of such further grant must be subject to the issue of a circular to the shareholders and the shareholders’

approval in general meeting of our Company with such Eligible Person and its associates abstaining from voting.

5. *Grant of options to connected persons*

- (a) Any grant of options under the Share Option Scheme and any other schemes to a connected person or any of their respective associates must be approved by independent non-executive Directors of our Company (excluding any independent non-executive Director who is the grantee of the options).
- (b) Where any grant of options to a substantial shareholder or an independent non-executive Director of our Company, or any of their respective associates, would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to 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, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million;

such proposed grant of options must be approved by shareholders in general meetings of our Company. Our Company must send a circular to the shareholders. All connected persons of our Company must abstain from voting in favor of the proposed grant of options at such general meeting. Our Company shall comply with the requirements under Rule 13.40, Rule 13.41 and Rule 13.42 of the Listing Rules.

6. *Time of acceptance and exercise of Option*

An option may be accepted by an Eligible Person within 15 days from the date of the offer of grant of the option.

Subject to the discretion of the Board who may impose restrictions on the exercise of the option, an option may be exercised 1 year after the date on which the option is granted and shall expire on the earlier of the last day of (i) a 6 years period from the date of such grant and (ii) the expiration of the Share Option Scheme.

7. *Subscription price for Shares*

The subscription price ("**Subscription Price**") for Shares under the Share Option Scheme shall be a price determined by the Directors, but shall not be less than the highest of (i) the closing price of Shares as stated in the Stock Exchange's daily quotations on the date of grant of that option, which must be a business day; (ii) the average closing price of Shares as stated in the Stock Exchange's daily quotations for the five business days immediately preceding the date of grant of that option; and (iii) the nominal value of the Shares.

8. *Ranking of Shares*

Shares issued upon the exercise of an option shall not carry voting rights until the registration on our Company's register of members of the option holder as the holder thereof. If under the terms of a resolution passed or an announcement made by our Company prior to the date of exercise of an option, a dividend is to be or is proposed to be paid to holders of Shares on the register of members on a date prior to such date of exercise, the Shares to be issued upon such exercise will not be entitled to such dividend. Subject as aforesaid, Shares allotted upon the exercise of an option shall rank equally in all respects with the Shares in issue on the date of such exercise.

9. Restrictions on the time of grant of Options

No offer for grant of options 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 announced pursuant to the requirements of Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of (i) the date of the meeting of the Board for the approval of our Company's interim, quarterly, half-yearly or annual results (whether or not it is required under the Listing Rules), and (ii) the last date on which our Company must publish its interim, quarterly, half-yearly or annual results announcement under the Listing Rules (whether or not it is required under the Listing Rules), and ending on the date of the announcement of the results, no option may be granted.

The Board may not grant any option to any Eligible Person who is a Director during the periods or times in which Directors are prohibited from dealing in shares pursuant to the Model Code for Securities Transactions by Directors of Listed Companies prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by our Company.

10. Period of the Share Option Scheme

The Share Option Scheme will remain in force for a period of 6 years commencing from the Adoption Date.

11. Lapse of Option

If the grantee of an option ceases to be an Eligible Person by reason of:

- (a) termination of his employment (if the Eligible Person is an employee of our Company, its subsidiaries or any Invested Entity) as any one of more of the grounds that he has been guilty of misconduct, bankruptcy, insolvency or conviction for a criminal offence or has made any arrangements or composition with his creditors generally;
- (b) death, winding-up or dissolution; or
- (c) voluntary resignation, retirement, expiry of employment contract or termination of employment (if the Eligible Person is an employee of our Company, its subsidiaries or any Invested Entity) on any grounds other than those set out in (a) or (b) above,

then the grantee's outstanding option shall lapse on or before:

- (A) in the case of (a) above, on the date of the grantee's termination of employment;
- (B) in the case of (b) above, on the date which is the earlier of 12 months after the grantee so ceases or the expiration of the Option Period (as defined in the Share Option Scheme); and
- (C) in the case of (c) above, on the date which is 1 month from the date of the grantee's cessation of employment.

12. Rights on a general offer, a compromise or arrangement

In the event of a general offer, whether by way of take-over, or scheme of arrangement, is made to all the holders of Shares (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror), and such offer becomes or is declared unconditional, a grantee (or his or her legal personal representative(s)) shall be entitled to exercise the Option (to the extent not already exercised) at any time within 1 month after the date on which such offer becomes or is declared unconditional.

In the event of compromise or arrangement between our Company and its members 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 all option holders on the same date as it dispatches the notice which is sent to each member or creditor of our Company summoning the meeting to consider such a compromise or arrangement, and thereupon each option holder (or where permitted, his or her personal representative(s)) may by notice in writing to our Company accompanied by the remittance for the Subscription Price in respect of the relevant option exercise the option (to the extent not already exercised) either to its full extent or to the extent specified in such notice provided that the exercise of an option as aforesaid shall be conditional upon such compromise or arrangement being sanctioned by the court and becoming effective and as soon as possible thereafter our Company shall allot and issue such number of Shares to the option holder which falls to be issued on such exercise credited as fully paid and register the option holder as holder of such Shares.

13. Rights on winding up

In the event that a notice is given by our Company to the shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily windup our Company, our Company shall forthwith give notice thereof to all option holders and thereupon, each option holder (or his or her legal personal representative(s)) may by notice in writing to our Company (such notice to be received by our Company not later than 7 Business Days prior to the proposed general meeting of our Company) exercise the option (to the extent not already exercised) either to its full extent or to the extent specified in such notice, 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 our Company shall as soon as possible and, in any event, no later than 1 Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant Shares to the option holders credited as fully paid.

14. Adjustments to the subscription price

In the event of any reduction, sub-division or consolidation of the share capital of our Company or any rights issue or capitalization issue, or any distribution of capital assets to shareholders pro rata, the Subscription Price or the number of securities subject to options already granted so far as unexercised and/or the subscription price and/or the method of exercise of the option shall be adjusted in such manner as the Board may think fair and reasonable, provided always that (i) an option holder shall have the same proportion of issued share capital of our Company as that to which he was previously entitled before prior to such adjustments; and (ii) no alteration shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of Shares or other securities of our Group as consideration for the acquisition of any assets or business of our Group may not be regarded as a circumstance requiring adjustment. In addition, in respect of any such adjustments, other than any adjustments made on a capitalization issue, an independent financial adviser or the auditors of our Company must confirm to our Directors in writing that the adjustments satisfy the requirements of the relevant provision of the Listing Rules.

15. Cancellation of options

Any cancellation of options granted but not exercised must be approved by the Board, with participants and their associates abstaining from voting. New options may be issued to an option holder in place of his cancelled options only if there are available unissued options (excluding the cancelled options) within the limit set out in paragraph 3 above.

16. Termination of the Share Option Scheme

The Board may terminate the Share Option Scheme at any time and in such event no further options shall be offered, but options granted prior to such termination shall continue to be valid and exercisable in accordance with the provisions of the Share Option Scheme.

In the event of such termination of the Share Option Scheme, details of the options granted, including options exercised or outstanding, under the Share Option Scheme and options that become void or non-exercisable shall be disclosed in a circular to shareholders seeking approval of the first new scheme established thereafter.

17. Rights are personal to the grantee

An option is personal to the grantee and shall not be transferable or assignable save as provided under the rules of the Share Option Scheme.

18. Others

Any alternations to the Share Option Scheme in relation to the following areas shall be approved by the shareholders in general meeting:

- (a) any provisions relating to the matters set out in rule 17.03 of the Listing Rules and the alternation to the terms and conditions will be more favorable to the Eligible Persons;
- (b) any alterations to the terms and conditions of the Share Option Scheme which are of a material nature, except where the alterations take effect automatically under the existing terms of the Share Option Scheme; and
- (c) any change to the authority of the Directors or the scheme administrators in relation to any alteration to the terms of the Share Option Scheme.

Present status of the Share Option Scheme

(i) Approval of the Listing Committee required

The Share Option Scheme is conditional upon (a) the Listing Committee granting approval of the listing of and permission to deal in the Shares and any Shares (representing not more than 10% of our Company's issued share capital upon listing) falling to be issued pursuant to the exercise of the options; (b) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and not being terminated in accordance with the terms thereof; and (c) the commencement of dealings in the Shares on the Stock Exchange.

(ii) Application for approval

Application has been made to the Listing Committee of the Stock Exchange for the approval of the listing of and permission to deal in the Shares (representing not more than 10% of our Company's issued share capital upon listing) which may fall to be issued pursuant to the exercise of any options which may be granted under the Share Option Scheme.

(iii) Grant of option

As at the date of this prospectus, no option has been granted or agreed to be granted under the Share Option Scheme.

F. OTHER INFORMATION**1. Estate duty**

Our Directors have been advised that no material liability for estate duty is likely to fall on any member of our Group in the Cayman Islands, the PRC and other jurisdictions in which the companies comprising our Group are incorporated.

2. Tax and other indemnity

Boom Win, Shu Cecheng, Shu Cewan and the Company (together, the “**Indemnifiers**”) have entered into a deed of indemnity in favor of our Group (being a material contract referred to in the paragraph headed “Summary of material contracts” of this Appendix) to provide the following indemnities in favor of our Group. Our Directors have been advised that no material liability for estate duty is likely to fall on us or any of our subsidiaries.

Under the deed of indemnity, amongst others, the Indemnifiers will jointly and severally indemnify each of the members of our Group against (a) taxation falling on any member of our Group resulting from or by reference to any income, profits or gains accrued or received (or deemed to be so earned, accrued or received) on or before the date when the Global Offering becomes unconditional; (b) any costs, expenses and operating and business losses arising from the relocation of the business or assets from any property leased, rented, occupied in the event any member of our Group is not permitted to use or occupy or is being evicted from such property due to the relevant leases not being legal or enforceable. The Indemnifiers further jointly and severally undertake to indemnify each of the members of our Group on demand against any losses, damages, costs or expenses which may be suffered or incurred in connection with any form of taxation or taxation claim or any foregoing property related loss or claim.

The Indemnifiers will, however, not be liable under the deed of indemnity for taxation where, among others, (a) provision has been made for such taxation in the audited accounts of our Group; and (b) the taxation arises or is incurred as a result of a retrospective change in law or regulation or the interpretation thereof or practice by the relevant tax authority coming into force after the date on which the Global Offering becomes unconditional or to the extent that the taxation arises or is increased by an increase in rates of taxation as a result of a change in law or regulation or interpretation thereof or practice by the relevant tax authority after the date on which the Global Offering becomes unconditional with retrospective effect.

3. Litigation

As of the Latest Practicable Date, we are not aware of any other litigation or arbitration proceedings pending or threatened against us or any of our Directors that could have a material adverse effect on our financial condition or results of operations.

4. Joint Sponsors

The Joint Sponsors have made an application on behalf of the Company to the Listing Committee for a listing of, and permission to deal in, the Shares in issue and to be issued as set out in this prospectus.

5. Preliminary expenses

Our estimated preliminary expenses are approximately RMB50,000 and have been paid by our Company.

6. Promoter

The Company has no promoter as defined under the Listing Rules. Within the two years immediately preceding the date of this prospectus, no cash, securities or other benefit has been paid, allotted or given nor are any proposed to be paid, allotted or given to any promoter in connection with the Global Offering or the related transactions described in this prospectus.

7. Qualifications of experts

The qualifications of the experts (as defined under the Listing Rules and the Hong Kong Companies Ordinance) who have given their opinions or advice in this prospectus are as follows:

Name	Qualifications
Ernst & Young	Certified public accountants
Savills Valuation and Professional Services limited	Property valuers and Industry Consultant
Global Law Office	PRC legal advisors
Walkers	Cayman Islands and British Virgin Islands legal advisors

8. Consents

Each of the experts referred to in paragraph 7 above has given and has not withdrawn its 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 the experts named above has any shareholding interests in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

9. Binding effect

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

10. Compliance Adviser

Our Company have appointed OCTAL Capital Limited as our compliance adviser upon Listing in compliance with Rule 3A.19 of the Listing Rules.

11. Shares will be eligible for CCASS

We have applied to the Listing Committee for the granting of the listing of, and permission to deal in, our Shares (including the additional Shares which may be issued pursuant to the exercise of the Over-allotment Option and the options to be granted under the Share Option Scheme).

All necessary arrangements have been made enabling our Shares to be admitted into the Central Clearing and Settlement System, or CCASS, established and operated by the Hong Kong Securities Clearing Company Limited, or HKSCC.

12. Bilingual Prospectus

The English language and Chinese language versions of this prospectus are being published separately in reliance upon the exemption provided by Section 4 of the Hong Kong Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice 2001.

13. Miscellaneous

Save as disclosed in this prospectus, there are no founder, management or deferred shares nor any debentures in the Company or any of its subsidiaries and no amount or benefit had been paid or given within the two immediately preceding years or is intended to be paid or given to any promoter.

The Directors confirm that there has been no material adverse change in the financial or trading position or prospects of the Group since December 31, 2012 (being the date to which the latest audited consolidated financial statements of the Group were made up).

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.

There is no arrangement under which future dividends are waived or agreed to be waived.

The register of members of the Company will be maintained in Hong Kong by Computershare. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with any registered by the Company's share register in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted to CCASS.

No company within the Group is presently listed on any stock exchange or traded on any trading system.

The Directors have been advised that, under the Cayman Islands Companies Law, the use of a Chinese name pre-approved by the Registrar of Companies in the Cayman Islands by the Company in conjunction with its English name does not contravene the Cayman Islands Companies Law.

The English text of this prospectus shall prevail over the Chinese text.