

---

## CORNERSTONE INVESTOR

---

### THE CORPORATE PLACING

We have entered into cornerstone investment agreement with an investor (the “**Cornerstone Investor**”), who has agreed to subscribe at the Offer Price for such number of Shares that may be purchased with an amount of US\$50 million. Assuming an Offer Price of HK\$7.48, the mid-point of the Offer Price range set forth in this prospectus, the total number of Shares to be subscribed for by the Cornerstone Investor would be 51,871,500 Shares, representing approximately 18.85% of the total Offer Shares initially available under the Global Offering and approximately 4.82% of the Company’s enlarged share capital immediately after the Global Offering (assuming that the Over-allotment Option is not exercised and excluding the Shares issued or to be issued under the RSU Scheme). We have assumed an exchange rate of HK\$7.76 per US\$, being the spot rate quoted by Bloomberg (USD-HKD Spot Exchange Rate) page at 8:00 a.m. Hong Kong time on the day that the International Purchase Agreement is signed. The actual number of shares to be purchased by the Cornerstone Investor may be adjusted due to differences between the exchange rates published by The Hongkong and Shanghai Banking Corporation Limited after the close of business on the Business Day before the Price Determination Date and our assumed exchange rate of HK\$7.76 per US\$.

The Cornerstone Investor and its beneficial owners are independent from our Company. The Cornerstone Investor will not subscribe for any Shares under the Global Offering other than pursuant to the relevant cornerstone placing agreements. Immediately following the completion of the Global Offering, the Cornerstone Investor will not have any board representation in our Company, nor will the Cornerstone Investors become a substantial shareholder of our Company. The shareholdings of the Cornerstone Investor will be counted towards the public float of our Shares.

The cornerstone placing forms part of the International Offering. The Shares to be purchased by the Cornerstone Investor will not be affected by any reallocation of the Shares between the International Offering and the Hong Kong Public Offering in the event of over-subscription under the Hong Kong Public Offering as described in the section entitled “Structure of the Global Offering – The Hong Kong Public Offering” in this prospectus. Details of the allocations to the Cornerstone Investor will be disclosed in the announcement of results of allocations in the Hong Kong Public Offering to be published on June 11, 2013.

### OUR CORNERSTONE INVESTOR

A brief description of the Cornerstone Investor is set out below:

#### **Anhui Investment Group Holdings Co., Ltd.**

Anhui Investment Group Holdings Co., Ltd., or Anhui Investment, was founded in June 1998 in Hefei, Anhui province. It’s a wholly-state-owned principal investment firm formed by merging the former Anhui Railway Construction Investment Company Limited, Anhui Construction Investment Company Limited and Anhui Agricultural Investment Company Limited. Anhui Investment is an investment firm and operating entity of state-owned assets authorized by the provincial government and is supervised by the State-owned Assets Supervision and Administration Commission of the State Council of Anhui province. Anhui Investment has a registered capital of RMB6 billion and currently has one branch, seven wholly owned subsidiaries, three subsidiaries with majority equity interests and also has minority equity interests in 45 companies. Anhui Investment primarily invests in railway, automobile, construction material, chemical, mining, finance, real estate and service trade. As of December 31, 2012, it has total assets of RMB32.4 billion and net assets of RMB12.4 billion.

---

## CORNERSTONE INVESTOR

---

### CONDITIONS PRECEDENT

The subscription obligation of the Cornerstone Investor is subject to, among other things, the following conditions precedent:

- (1) the Hong Kong Underwriting Agreement and the International Purchase Agreement having been entered into and having become effective and unconditional (in accordance with their respective original terms, as subsequently varied by agreement of the parties thereto or waived, to the extent it may be waived, by the relevant parties) by no later than the time and date as specified in such agreements;
- (2) neither of the Hong Kong Underwriting Agreement nor the International Purchase Agreement having been terminated;
- (3) the Listing Committee of the Hong Kong Stock Exchange granted the listing of, and permission to deal in, the Shares and such approval or permission not having been revoked;
- (4) no law having been enacted or promulgated which prohibit the consummation of the transactions contemplated in the Hong Kong Public Offering, the International Offering or the subscription and no order or injunction of a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions contemplated in the Hong Kong Public Offering, the International Offering or the subscription;
- (5) the respective representations, warranties, undertakings and confirmations of the Cornerstone Investor in its cornerstone investment agreement are accurate and true in all respects and not misleading and that there is no material breach of such placing agreement on the part of the Cornerstone Investor; and
- (6) the Cornerstone Investor shall appoint a process agent pursuant to its cornerstone investment agreement.

The subscription obligation of the Cornerstone Investor will cease if the conditions precedent (other than the condition precedent with respect to the approval of the Listing by the Hong Kong Stock Exchange which cannot be waived by any party) under its cornerstone investment agreement have not been fulfilled, and if such conditions precedent have not been waived by the parties (except that the conditions precedent with respect to the representations and warranties of the Cornerstone Investor and the appointment of process agent can only be waived by the Joint Bookrunners) on or before the date 180 days after the date of this cornerstone investment agreement.

### RESTRICTIONS ON THE CORNERSTONE INVESTOR'S INVESTMENT

The Cornerstone Investor has agreed that, without the prior written consent of our Company and the Sole Global Coordinator, it will not, whether directly or indirectly, at any time during the period of six months following the Listing Date, dispose of (as defined in its cornerstone investment agreement) any of the Shares subscribed for by it pursuant to its cornerstone investment agreement or any interest in any company or entity holding any of such Shares, other than transfers to any wholly-owned subsidiary of such Cornerstone Investor provided that:

- (1) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (in favour of the Company and the Joint Bookrunners) agreeing to, and the Cornerstone Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Cornerstone Investor's obligations under the cornerstone investment agreement, including without limitation the restrictions in the cornerstone investment agreement imposed on the Cornerstone Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

---

## **CORNERSTONE INVESTOR**

---

- (2) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, representations and warranties as provided in the cornerstone investment agreement;
- (3) the Cornerstone Investor and such wholly-owned subsidiary of the Cornerstone Investor shall be treated as being the Cornerstone Investor in respect of all the Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by the cornerstone investment agreement; and
- (4) if at any time prior to expiration of the period of six months following the Listing Date, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Cornerstone Investor, it shall (and the Cornerstone Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Cornerstone Investor, transfer the Shares it holds to the Cornerstone Investor, the Cornerstone Investor's elected subsidiary or another wholly-owned subsidiary of the Cornerstone Investor, which gives a written undertaking (in favour of the Company and the Joint Bookrunners) agreeing to be bound by the Cornerstone Investor's obligations under the cornerstone investment agreement, including without limitation the restrictions in the cornerstone investment agreement imposed on the Cornerstone Investor and gives the same acknowledgement, representations and warranties under the cornerstone investment agreement, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions.