

**A. FURTHER INFORMATION ABOUT OUR GROUP****1. Incorporation of Our Company**

Our Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on June 28, 2006 and had been registered as a non-Hong Kong company under Part XI of the Companies Ordinance on December 7, 2011. We have established a principal place of business in Hong Kong at Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong. Ms. Lo Yee Har Susan and Ms. Kam Mei Ha Wendy have been appointed as the authorized representatives of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As our Company was incorporated in the Cayman Islands, its operations are subject to the Companies Law and its constitution comprising the Memorandum and the Articles. A summary of certain provisions of its constitution and relevant aspects of the Cayman Islands company law is set out in the section headed "Summary of Constitution of the Company and Cayman Islands Company Law" in Appendix IV to this prospectus.

**2. Changes in the Share Capital of Our Company**

Our authorized share capital as of the date of our incorporation was US\$50,000 divided into 50,000 ordinary shares with a nominal value of US\$1.00 each.

On June 28, 2006, one subscriber share of the Company was transferred from the initial subscriber, Offshore Incorporations (Cayman) Limited, to Modern Green Development Hong Kong and 49,999 ordinary shares of nominal value of US\$1.00 each were issued and allotted to Modern Green Development Hong Kong. On September 27, 2010, Modern Green Development Hong Kong transferred the entire issued share capital of our Company to Super Land at a consideration of US\$50,000, which was satisfied by cash. As part of the Reorganization, on May 27, 2011, Super Land transferred (i) 238 shares of our Company to Dragon Shing at the consideration of US\$238; (ii) 238 shares of our Company to Mel Creation at the consideration of US\$238; (iii) 206 shares of our Company to Zhou Ming at the consideration of US\$206; (iv) 206 shares of our Company to Create Success at the consideration of US\$206; and (v) 63 shares of our Company to Ocean Ray at the consideration of US\$63. The consideration with respect to such transfer of shares was arrived at based on the par value of the shares being transferred, which was satisfied by cash. Upon the completion of the transfers, our issued share capital was held as to 98.098% by Super Land, 0.476% by Dragon Shing, 0.476% by Mel Creation, 0.412% by Zhou Ming, 0.412% by Create Success and 0.126% by Ocean Ray.

Pursuant to the resolutions in writing of the Shareholders of our Company passed on June 14, 2013, each ordinary share with a nominal value of US\$1.00 in our authorized share capital was sub-divided into 100 ordinary shares with a nominal value of US\$0.01 each and the authorized share capital of our Company was increased from US\$50,000 to US\$20,000,000 divided into 2,000,000,000 Shares by the creation of an additional 1,995,000,000.

Immediately following the completion of the Global Offering and the Capitalization Issue (but not taking into account any Shares which may be allotted and issued pursuant to the exercise of the Over-allotment Option and any Shares which may be issued upon the exercise of any options which may be granted under the Share Option Scheme), the total issued share capital of our Company will be US\$16,000,000 divided into 1,600,000,000 Shares, all fully paid or credited as fully paid and 400,000,000 Shares will remain unissued.

Save for the aforesaid and as mentioned in the section headed “3. Resolutions in Writing of the Shareholders of our Company passed on June 14, 2013” below, there has been no alteration in the share capital of our Company within two years immediately preceding the date of this prospectus.

### **3. Resolutions in Writing of the Shareholders of Our Company Passed on June 14, 2013**

Pursuant to the resolutions in writing of the Shareholders of our Company passed on June 14, 2013:

- (a) we approved and conditionally adopted the Articles of Association with effect from the Listing Date and we approved and adopted the Memorandum of Association with immediate effect;
- (b) we subdivided all issued and unissued ordinary shares of our Company of US\$1.00 each into 100 shares of US\$0.01 each and the authorized share capital of our Company was increased from US\$50,000 divided into 5,000,000 Shares of US\$0.01 each to US\$20,000,000 divided into 2,000,000,000 Shares of US\$0.01 each by the creation of an additional 1,995,000,000 Shares;
- (c) conditional on (i) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the Global Offering and the Capitalization Issue and the Shares to be issued as mentioned in this prospectus (including any additional Shares which may be issued pursuant to the exercise of the Over-allotment Option or the options which may be granted under the Share Option Scheme); (ii) the entering into of the Price Determination Agreement between the Joint Global Coordinators (on behalf of the Underwriters) and our Company on the Price Determination Date; and (iii) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and not being terminated in accordance with the terms therein or otherwise, in each case on or before such dates as may be specified in the Underwriting Agreements:
  - (i) the Global Offering was approved and our Directors were authorized to approve the allotment and issue of the Shares, as the case may be, pursuant to the Global Offering on and subject to the terms and conditions thereof as set out in this prospectus and the Application Forms to be published by the Company in accordance with the Listing Rules;

- (ii) the granting of the Over-allotment Option by our Company to the International Underwriters, exercisable by Daiwa, on behalf of the International Underwriters, pursuant to which Daiwa may require the Company to allot and issue up to an additional 15% of the number of Shares (the Over-allotment Shares) under the Global Offering at the Offer Price to cover over-allocation was 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;
- (iii) the rules of the Share Option Scheme, the principal terms of which are set out in the sub-paragraph headed “Other Information – Share Option Scheme” below, were approved and adopted and our Directors were authorized to grant options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of options granted under the Share Option Scheme;
- (iv) conditional on the share premium account of our Company being credited as a result of the issue of the Offer Shares by our Company pursuant to the Global Offering, our Directors were authorized to capitalize an amount of US\$11,950,000 standing to the credit of the share premium account of our Company by applying such sum to pay up in full at par 1,195,000,000 Shares. Such Shares to be allotted and issued to the Shareholders as of June 14, 2013 on a pro rata basis;
- (v) a general unconditional mandate was given to our Directors to allot, issue and deal with (including the power to make an offer or agreement, or grant securities which would or might require Shares to be allotted and issued), otherwise than pursuant to a rights issue or pursuant to any scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles or pursuant to the grant of options under the Share Option Scheme or other similar arrangement or pursuant to a specific authority granted by the Shareholders in general meeting, unissued Shares with a total 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 and Capitalization Issue (but taking no account of any Shares which may be issued and allotted pursuant to the exercise of the Over-allotment Option or any Shares that may be allotted and issued pursuant to the exercise of any options under the Share Option Scheme), such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first;

- (vi) a general unconditional mandate was given to our Directors authorizing them to exercise all powers of our Company to repurchase on the Stock Exchange or on any other approved stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, such number of Shares will represent up to 10% of the aggregate nominal value of the share capital of our Company in issue immediately following the completion of the Global Offering and the Capitalization Issue (but taking no account of any Shares which may be issued and allotted pursuant to the exercise of the Over-allotment Option or any Shares that may be allotted and issued pursuant to the exercise of any options under the Share Option Scheme), such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by the Articles or any applicable laws to be held, or until revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first; and
- (vii) the general unconditional mandate mentioned in paragraph (v) above was extended by the addition to the aggregate nominal value of the share capital of our Company which may be allotted or agreed conditionally or unconditionally to be allotted by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of our Company repurchased by our Company pursuant to the mandate to repurchase Shares referred to in paragraph (vi) above.

#### 4. Corporate Reorganization

The companies comprising our Group underwent the Reorganization in preparation for the Listing. Please refer to the section “History and Reorganization – Reorganization” in this prospectus.

#### 5. Changes in the Share Capital of Subsidiaries

Certain information on our subsidiaries is contained in the Accountant’s Report in Appendix I to this prospectus. The following sets out the changes in the share capital of the subsidiaries of our Company during the two years preceding the date of this prospectus:

<u>Name of subsidiary</u>	<u>Date of issue</u>	<u>Capital before change</u>	<u>Capital after change</u>
Jiujiang Moma	November 16, 2011	RMB30,000,000	RMB140,000,000

Save as set out above, 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. Repurchases of Our Shares

### (a) *Provisions of the Listing Rules*

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

#### (i) *Shareholders' approval*

All proposed repurchases of securities on the Stock Exchange by a company with a primary listing on the Stock Exchange must be approved in advance by an ordinary resolution of its shareholders, either by way of general mandate or by specific approval of a particular transaction.

*Note:* Pursuant to the resolutions in writing of the Shareholders of our Company passed on June 14, 2013, a general unconditional mandate (the "Repurchase Mandate") was granted to our Directors authorizing the repurchase of shares by our Company on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, with an aggregate nominal value not exceeding 10% of the aggregate nominal value of our Company's share capital in issue and to be issued as mentioned herein, such mandate to remain in effect until the conclusion of the next annual general meeting of our Company, or the expiration of the period within which the next annual general meeting of our Company is required by any applicable laws or the Articles to be held, or when such mandate is revoked or varied by an ordinary resolution of our shareholders in general meeting, whichever occurs first.

#### (ii) *Source of funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with the Articles and the applicable laws and regulations of the Cayman Islands. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange in effect from time to time.

### (b) *Reasons for repurchases*

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

(c) *Funding of repurchases*

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

On the basis of our Company's 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 the working capital and/or the gearing position of our Company 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 or the gearing levels of our Company which in the opinion of our Directors, are from time to time appropriate for our Company.

(d) *General*

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

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

If, as a result of any repurchase of Shares, a shareholder's proportionate interest in the voting rights of our Company is increased, 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 could obtain or consolidate control of our Company and 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.

Any repurchase of Shares which results in the number of Shares held by the public being reduced to less than the prescribed percentage of the Shares then in issue could only be implemented with the approval of the Stock Exchange to waive the Listing Rules requirements regarding the public float under Rule 8.08 of the Listing Rules.

No connected person has notified our Company that he has a present intention to sell Shares to our Company, 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 any of our subsidiaries within the two years preceding the date of this prospectus that are or may be material:

- (a) a capital contribution transfer agreement dated September 15, 2011 made between Beijing Modern as transferee and Mr. Yu Xiaoming as transferor, pursuant to which Mr. Yu Xiaoming transferred his capital contribution of RMB2.2 million in Hubei Wanxing to Beijing Modern;
- (b) a capital contribution transfer agreement dated September 15, 2011 made between Beijing Modern as transferee and Mr. Yu Xiaohua as transferor, pursuant to which Mr. Yu Xiaohua transferred his capital contribution of RMB6.0 million in Hubei Wanxing to Beijing Modern;
- (c) a capital contribution transfer agreement dated September 15, 2011 made between Beijing Modern as transferee and Mr. Zheng Jianming as transferor, pursuant to which Mr. Zheng Jianming transferred his capital contribution of RMB3.8 million in Hubei Wanxing to Beijing Modern;
- (d) a share transfer agreement dated September 16, 2012 made between Beijing Green Project as transferee, and Mr. Zhang Lei, Mr. Li Jing, Mr. Chen Yin, Mr. Fan Qingguo, Mr. Zhang Peng as transferors, pursuant to which Mr. Zhang Lei, Mr. Li Jing, Mr. Chen Yin, Mr. Fan Qingguo and Mr. Zhang Peng transferred their respective shares in Modern Green Development, being 3,750,000 shares, 950,000 shares, 950,000 shares, 824,000 shares and 824,000 shares, respectively;
- (e) a capital contribution transfer agreement dated September 30, 2012 made between Beijing Green Project as transferee and Modern Green Development as transferor, pursuant to which Modern Green Development transferred its capital contribution of RMB30 million in Beijing New Power to Beijing Green Project;

- (f) a share transfer agreement dated December 6, 2012 made between Modern Green Industrial as transferee and Macro-Link as transferor, pursuant to which Modern Green Industrial acquired 15 million shares, representing 1.875% in Modern Green Development at the relevant time, from Macro-Link for a total consideration of RMB53.28 million comprising RMB20 million as consideration for the shares and RMB33.28 million as unpaid dividends;
- (g) a capital contribution transfer agreement dated March 25, 2013 made between Modern Investment Management as transferee and Modern Green Development as transferor, pursuant to which Modern Green Development transferred its capital contribution of RMB10 million in Modern Moma to Modern Investment Management;
- (h) the deed of indemnity dated June 14, 2013 entered into by our Controlling Shareholders in favor of our Company (for ourselves and as trustee for each of our subsidiaries) in respect of, amongst others, taxation and property matters referred to in the paragraph headed “Tax and other indemnities” in this Appendix;
- (i) the deed of indemnity dated June 14, 2013 entered into by Mr. Zhang Lei in favor of our Company (for ourselves and as trustee for each of our subsidiaries) in respect of the arbitration proceedings as detailed in the paragraph headed “Business – Legal Proceedings” of this prospectus;
- (j) the Non-competition Deed; and
- (k) the Hong Kong Underwriting Agreement.



## 2. Intellectual Property Rights of Our Group

### (a) Patents

As at the Latest Practicable Date, our Group was the registered proprietor of various patents which, in the opinion of our Directors, are material to our business:

<u>Patent</u>	<u>Patent Number</u>	<u>Type</u>	<u>Name of Registered Proprietor</u>	<u>Place of Registration</u>	<u>Date of Application</u>	<u>Expiry Date</u>
Integrated resident with novel exterior wall perimeter, air-supply, heating and refrigerating system	ZL 200620001842.X	Utility Model	Modern Green Development	PRC	January 26, 2006	January 25, 2016
Personality regulating full-replaceable fresh air blasting system	ZL 200620001844.9	Utility Model	Modern Green Development	PRC	January 26, 2006	January 25, 2016
Centralized ceiling heating and refrigerating system	ZL 200620001845.3	Utility Model	Modern Green Development	PRC	January 26, 2006	January 25, 2016
Compound ceiling heating, fresh air water-ring heat pump system	ZL 200620115974.5	Utility Model	Modern Green Development	PRC	May 24, 2006	May 23, 2016
A kind of energy-efficient insulating glass	ZL 201120455146.7	Utility Model	Modern Green Development	PRC	November 16, 2011	November 15, 2016
Method, system, control end and head end for adjustment of light brightness	200710177536.0	Invention	Beijing New Power	PRC	November 16, 2007	November 15, 2027
An intelligent home system, exchange server and data processing method	200810114075.7	Invention	Beijing New Power	PRC	May 30, 2008	May 29, 2028
Steel frame auxiliary to heat insulation doors/windows	201120501378.1	Utility Model	Modern Green Development	PRC	December 6, 2011	December 5, 2021






<u>Patent</u>	<u>Patent Number</u>	<u>Type</u>	<u>Name of Registered Proprietor</u>	<u>Place of Registration</u>	<u>Date of Application</u>	<u>Expiry Date</u>
Aluminium integral window surround installed in exterior wall	201120501570.0	Utility Model	Modern Green Development	PRC	December 6, 2011	December 5, 2021
Rolling shutter box plank	201120564875.6	Utility Model	Modern Green Development	PRC	December 30, 2011	December 29, 2021




As at the Latest Practicable Date, our Group had applied for the registration of various patents which, in the opinion of our Directors, are material to our business:

<u>Patent</u>	<u>Application Number</u>	<u>Type</u>	<u>Name of Applicant</u>	<u>Place of Application</u>	<u>Date of Application</u>
A method, system and device for adjusting lamplight brightness	200710122194.2	Invention	Beijing New Power	PRC	September 21, 2007


**(b) Trademarks**

As at the Latest Practicable Date, our Group was the registered proprietor of the following trademarks which, in the opinion of our Directors, are material to our business:

<u>Trademark</u>	<u>Registration Number</u>	<u>Class</u>	<u>Name of Registered Proprietor</u>	<u>Place of Registration</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
	5820288	6	Modern Green Development	PRC	September 28, 2009	September 27, 2019
	6524157	20	Modern Green Development	PRC	March 28, 2010	March 27, 2020
	5820333	44	Modern Green Development	PRC	December 28, 2010	December 27, 2020
 	7973478	43	Modern Green Development	PRC	March 14, 2011	March 13, 2021

<u>Trademark</u>	<u>Registration Number</u>	<u>Class</u>	<u>Name of Registered Proprietor</u>	<u>Place of Registration</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
	7976069	19	Modern Green Development	PRC	July 14, 2011	July 13, 2021
	301951146	36, 37	Modern Green Development	Hong Kong	June 21, 2011	June 20, 2021
当代节能	301989992AA	36	Modern Green Development	Hong Kong	August 1, 2011	July 31, 2021
	302079153	36, 37	Modern Green Development	Hong Kong	November 8, 2011	November 7, 2021

As at the Latest Practicable Date, our Group had applied for the registration of the following trademark which, in the opinion of our Directors, is material to our business:

<u>Trademark</u>	<u>Application Number</u>	<u>Class</u>	<u>Name of Applicant</u>	<u>Place of Application</u>	<u>Date of Application</u>
	6656583	37	Modern Green Development	PRC	April 14, 2008

(c) *Domain names*

As at the Latest Practicable Date, our Group was the registered proprietor of various domain names which, in the opinion of our Directors, are material to our business:

<u>Domain name</u>	<u>Name of Registered Proprietor</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
china-moma.com	Modern Green Development	March 15, 2004	March 15, 2016
当代节能.com	Modern Green Development	July 10, 2011	July 10, 2017
当代节能.net	Modern Green Development	July 10, 2011	July 10, 2017
当代节能.cn	Modern Green Development	July 18, 2011	July 18, 2017
modernmoma.com	Modern Green Development	August 25, 2011	August 26, 2013
mgreen.hk	Modern Green Development	September 5, 2012	November 17, 2013

<u>Domain name</u>	<u>Name of Registered Proprietor</u>	<u>Date of Registration</u>	<u>Expiry Date</u>
mgreen.cn	Modern Green Development	April 8, 2007	April 8, 2018
mgreen.com.cn	Modern Green Development	April 8, 2007	April 8, 2018
chinamg.hk	Modern Green Development	September 5, 2012	November 17, 2013

**(d) Copyright**

As at the Latest Practicable Date, our Group was the registered proprietor of various copyrights which, in the opinion of our Directors, are material to our business:

<u>Copyright</u>	<u>Name of Registered Proprietor</u>	<u>Registration Number</u>	<u>Date of Registration</u>
MOMA comprehensive plan and budget management information system software (abbreviation: MBS) V1.0	Modern Green Development	2011SR039590	June 22, 2011
MOMA procedure and operation and management information system software (abbreviation: MPS) V1.0	Modern Green Development	2011SR040312	June 24, 2011
MOMA Members Management Information System Software (“Members Management”) of Modern Green Development (V1.0)	Modern Green Development	2011SRBJ4441	November 3, 2011
Real Estate Decision-making Supporting Information System Software of Modern Green Development (V1.0)	Modern Green Development	2011SRBJ4528	November 29, 2011
Centralized Procurement Information System Software (“Centralized Procurement”) of Modern Green Development (V1.0)	Modern Green Development	2011SR101072	December 26, 2011

## C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

### 1. Disclosure of Interests

#### (a) *Interests and short positions of the Directors and the chief executive of our Company in the Shares, underlying Shares and debentures of our Company and its associated corporations*

Immediately following completion of the Global Offering and the Capitalization Issue (without taking into account of any Shares that may be issued under the Over-allotment Option or the Share Option Scheme), the interests or short positions of Directors or chief executives of our Company in the Shares, underlying Shares and debentures of our Company or its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, under Section 352 of the SFO, to be entered in the register referred to in that section, or which will be required, under the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules (the “Model Code”), to be notified to our Company and the Stock Exchange once the Shares are listed will be as follows:

#### (i) *Interest in Shares of our Company*

<u>Name of Director</u>	<u>Capacity</u>	<u>Number of Shares<sup>(1)</sup></u>	<u>Approximate percentage interest in our Company immediately following the completion of the Global Offering and the Capitalization Issue</u>
Mr. Zhang Lei	Beneficiary of the Family Trust	1,177,176,000(L)	73.57%
Mr. Chen Yin <sup>(2)</sup>	Interest of a controlled corporation	2,880,000(L)	0.36%
Mr. Fan Qingguo <sup>(3)</sup>	Interest of a controlled corporation	2,480,000(L)	0.31%

*Notes:*

- (1) The letter “L” denotes the person’s long position in the Shares.
- (2) Mr. Chen Yin holds 100% of the issued share capital of Dragon Shing, which is interested in shares representing approximately 0.36% of the issued share capital of our Company.
- (3) Mr. Fan Qingguo holds 100% of the issued share capital of Create Success, which is interested in shares representing approximately 0.31% of the issued share capital of our Company.

*(b) Interests and short positions of the Substantial Shareholders in the Shares and underlying Shares of our Company*

So far as our Directors are aware, immediately following the completion of the Global Offering and the Capitalization Issue (without taking into account any Shares that may be issued under the Over-allotment Option or the exercise of any options granted under the Share Option Scheme), the following persons will have or be deemed or taken to have an interest and/or short position in the Shares or the underlying Shares which would be required 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 of our Group:

<u>Name</u>	<u>Capacity</u>	<u>Number of Shares<sup>(1)</sup></u>	<u>Approximate percentage interest in our Company immediately following the completion of the Global Offering and the Capitalization Issue</u>
Super Land <sup>(2)</sup>	Registered owner	1,177,176,000(L)	73.57%
Fantastic Energy	Interest in a controlled corporation	1,177,176,000(L)	73.57%
Cititrust Cayman	Trustee	1,177,176,000(L)	73.57%
Mr. Salum Zheng Lee <sup>(3)</sup>	Settlor of the Family Trust	1,177,176,000(L)	73.57%
Ms. Zhang De Gui <sup>(4)</sup>	Interest of a spouse	1,177,176,000(L)	73.57%

*Notes:*

- (1) The letter “L” denotes the person’s long position in the Shares.
- (2) Super Land is wholly-owned by Fantastic Energy, which is wholly-owned by Cititrust Cayman acting as the trustee of the Family Trust. The Family Trust is a discretionary trust established by Mr. Salum Zheng Lee, the beneficiaries of whom are family members of Mr. Salum Zheng Lee, including Mr. Zhang Lei. Mr. Salum Zheng Lee is deemed to be interested in 1,177,176,000 Shares held by the Family Trust.
- (3) Mr. Salum Zheng Lee is the younger brother of our executive director and chairman, Mr. Zhang Lei.
- (4) Ms. Zhang De Gui is the spouse of Mr. Salum Zheng Lee.

(c) *Interests of the Substantial Shareholders of any member of our Group (other than our Company)*

Save as set out above, our Directors are not aware of any person (not being a Director or chief executive of our Company) who will, immediately following the completion of the Global Offering and the Capitalization Issue be interested, directly or indirectly, in 5% 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 (other than our Company) or any options in respect of such capital.

**2. Particulars of Service Contracts**

(a) *Executive Directors*

Each of the executive Directors has entered into a service contract with our Company under which they agreed to act as executive Directors, as the case may be, for an initial term of three years commencing from their respective date of appointment, which may be terminated by not less than three months' notice in writing served by either the executive Director, as the case may be or our Company.

The appointments of the executive Directors are subject to the provisions of retirement and rotation of Directors under the Articles.

(b) *Independent Non-executive Directors*

Each of the independent non-executive Directors has signed an appointment letter with our Company for a term of three years with effect from their respective date of appointment. Under their respective appointment letters, each of the independent non-executive Directors is entitled to a fixed Director's fee. The appointments are subject to the provisions of retirement and rotation of Directors under the Articles.

(c) *Others*

- (i) Save as disclosed above, none of our Directors has entered into any service contract with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).
- (ii) During the year ended December 31, 2012, the aggregate of the remuneration and benefits in kind payable to the Directors was approximately RMB4,823,000. Details of the Directors' remuneration are also set out in note 11 of the Accountants' Report set out in Appendix I to this prospectus.
- (iii) Under the arrangements currently in force, the aggregate of the remuneration and benefits in kind payable to our Directors for the year ending December 31, 2013 is estimated to be approximately HK\$9,000,000.

- (iv) None of our Directors or any past Directors of any members of our Group has been paid any sum of money for the three years ended December 31, 2012 (i) as an inducement to join or upon joining our Company or (ii) for loss of office as a Director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group.
- (v) There has been no arrangement under which a Director has waived or agreed to waive any remuneration or benefits in kind for the three years ended December 31, 2012.
- (vi) None of our Directors has been or is interested in the promotion of, or in the property proposed to be acquired by, our Company, and no sum has been paid or agreed to be paid to any of them in cash or shares or otherwise by any person either to induce him to become, or to qualify him as, a Director, or otherwise for services rendered by him in connection with the promotion or formation of our Company.

### **3. Competing Interest of Directors**

Please refer to the section “Relationship with the Controlling Shareholders” in this prospectus.

### **4. Fees or Commissions Received**

Save as disclosed in this prospectus, none of our Directors or any of the persons whose names are listed under the section headed “– Other Information – Consents of Experts” below 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 within the two years immediately preceding the date of this prospectus.

### **5. Disclaimers**

Save as disclosed this prospectus:

- (a) none of our Directors or chief executive of our Company has any interest or short positions in the Shares, underlying Shares or debentures of the 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 in that section, or which will be required to be notified to us and the Stock Exchange pursuant to the Model Code, in each case once our Shares are listed;
- (b) none of our Directors nor any of the parties listed in the section headed “– Other Information – Consents of Experts” below has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years



immediately preceding the date of this prospectus, been 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;

- (c) none of our Directors nor any of the parties listed in the section headed “– Other Information – Consents of Experts” below, is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to the business of our Group taken as a whole;
- (d) save for the Underwriting Agreements, none of the parties listed in the section headed “– Other Information – Consents of Experts” below:
  - (i) is interested legally or beneficially in any of our Shares or any shares of any of our subsidiaries; or
  - (ii) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe securities in any member of our Group;
- (e) none of our Directors has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)); and
- (f) save for Gold Family Technology, which is a connected person and our largest customer for the year ended December 31, 2010, none of the Directors, their respective associates or Shareholders of our Company who is interested in more than 5% of the issued share capital of our Company has any interests in the five largest customers or the five largest suppliers of our Company.

#### **D. SHARE OPTION SCHEME**

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by the written resolutions of the Shareholders passed on June 14, 2013. The terms of the Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

##### **(a) Purpose**

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

- (i) motivate the Eligible Participants to optimize their performance efficiency for the benefit of our Group; and

- (ii) attract and retain or otherwise maintain on-going business relationship with the Eligible Participants whose contributions are or will be beneficial to the long-term growth of our Group.

**(b) Who may join**

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

- (i) any full-time or part-time employees, executives or officers of our Company or any of its subsidiaries;
- (ii) any Directors (including independent non-executive directors) of our Company or any of its subsidiaries; and
- (iii) any advisors, consultants, suppliers, customers and agents to our Company or any of its subsidiaries.

Upon acceptance of the option, the grantee shall pay HK\$1.00 to our Company by way of consideration for the grant. Any offer to grant an option to subscribe for Shares may be accepted in respect of less than the number of Shares for which it is offered provided that it is accepted in respect of a board lot of dealing in Shares on the Stock Exchange or an integral multiple thereof and such number is clearly stated in the duplicate offer document constituting the acceptance of the option. To the extent that the offer to grant an option is not accepted by any prescribed acceptance date, it shall be deemed to have been irrevocably declined.

**(c) Maximum number of Shares**

The maximum number of Shares in respect of which options may be granted under the Share Option Scheme and under any other share option schemes of our Company must not in aggregate exceed 10% of the total number of Shares in issue immediately following the completion of the Global Offering and the Capitalization Issue (but taking no account of any Shares which may be allotted and issued pursuant to the exercise of the Over-allotment Option), being 160,000,000 Shares, excluding for this purpose Shares which would have been issued on the exercise in full of options in accordance with the terms of the Share Option Scheme (or any other share option schemes of our Company, but not cancelled, lapsed or exercised). Subject to the issue of a circular by our Company and the approval of the Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Board may:

- (i) renew this limit at any time to 10% of the Shares in issue as of the date of the approval by the Shareholders in general meeting; and/or

- (ii) grant options beyond the 10% limit to Eligible Participants specifically identified by the Board. The circular issued by our Company to the Shareholders shall contain a generic description of the specified Eligible Participants who may be granted such options, the number and terms of the options to be granted, the purpose of granting options to the specified Eligible Participants with an explanation as to how the options serve such purpose, the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules.

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

**(d) Maximum number of options to any one individual**

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Share Option Scheme and any other share option schemes of our Company (including both exercised and outstanding options) to each Eligible Participant in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue as of the date of grant. Any further grant of options in excess of this 1% limit shall be subject to:

- (i) the issue of a circular by our Company which shall comply with Rules 17.03(4) and 17.06 of the Listing Rules containing the identity of the Eligible Participant, the numbers of and terms of the options to be granted (and options previously granted to such participant) the information as required under Rules 17.02(2)(d) and the disclaimer required under 17.02(4) of the Listing Rules; and
- (ii) the approval of our Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Eligible Participant and his associates (as defined in the Listing Rules) abstaining from voting. The numbers and terms (including the exercise price) of options to be granted to such participant must be fixed before the Shareholders' approval and the date of the Board meeting at which our Board proposes to grant the options to such Eligible Participant shall be taken as the date of grant for the purpose of calculating the subscription price of the Shares. The Board shall forward to such Eligible Participant an offer document in such form as the Board may from time to time determine.

**(e) Price of Shares**

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

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

**(f) Granting options to connected persons**

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

- (i) representing in aggregate over 0.1% or such other percentage as may be from time to time provided under the Listing Rules of the Shares in issue; and
- (ii) having an aggregate value in excess of HK\$5 million or such other sum as may be from time to time provided under the Listing Rules, based on the official closing price of the Shares at the date of each grant, such further grant of options will be subject to the issue of a circular by our Company and the approval of the Shareholders in general meeting by way of a poll at which all connected persons of our Company shall abstain from voting in favor of the resolution concerning the grant of such options at the general meeting, and/or such other requirements prescribed under the Listing Rules from time to time. Any vote taken at the meeting to approve the grant of such options shall be taken as a poll.

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

- (i) the details of the number and terms (including the exercise price) of the options to be granted to each selected Eligible Participant which must be fixed before the shareholders' meeting and the date of Board meeting for proposing such further grant shall be taken as the date of grant for the purpose of calculating the exercise price of such options;
- (ii) a recommendation from our independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the options) to the independent Shareholders as to voting;
- (iii) the information required under Rule 17.02(2)(c) and (d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and
- (iv) the information required under Rule 2.17 of the Listing Rules.

**(g) Restrictions on the times of grant of Options**

A grant of options may not be made after inside information has come to the knowledge of the Company until such inside information has been published pursuant to the requirements of the Listing Rules. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date to first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company's annual results, half-year, quarterly or other interim period (whether or not required under the Listing Rules);
- (ii) the deadline for our Company to publish an announcement of results of our Company for (i) any year or half-year period in accordance with the Listing Rules; and (ii) any quarterly or any other interim period, where our Company has elected to publish such results (whether or not required under the Listing Rules), and ending on the date of actual publication of the results for such year, half year, quarterly or interim period (as the case may be), and where the grant of options is to a Director of the company;
- (iii) no options shall be granted during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (iv) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

**(h) Rights are personal to grantee**

An option is personal to the grantee and may be exercised or treated as exercised, as the case may be, in whole or in part. No grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (legal or beneficial) in favor of any third party over or in relation to any option or attempt so to do.

**(i) Time of exercise of Option and duration of the Share Option Scheme**

An option may be exercised in accordance with the terms of the Share Option Scheme at any time after the date upon which the Option is deemed to be granted and accepted and prior to the expiry of 10 years from that date. The period during which an option may be exercised will be determined by the Board in its absolute discretion, save that no option may be exercised more than 10 years after it has been granted. No option may be granted more than 10 years after the date of approval of the Share Option Scheme. Subject to earlier termination by our Company in general meeting or by the Board, the Share Option Scheme shall be valid and effective for a period of 10 years from the date of its adoption.

**(j) Performance target**

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

**(k) Rights on ceasing employment or death**

If the grantee of an option ceases to be an employee of our Company or any of its subsidiaries:

- (i) by any reason other than death, ill-health, injury, disability or termination of his employment on the grounds specified in paragraph (r)(v) below, the grantee may exercise the option up to the entitlement of the grantee as of the date of cessation (to the extent not already exercised) within a period of three months from such cessation; or
- (ii) by reason of death, ill-health, injury or disability, his personal representative(s) may exercise the option within a period of 12 months from such cessation or death of such grantee, which date of cessation shall be the last actual working day with our Company or the relevant subsidiary whether salary is paid in lieu of notice or not, failing which it will lapse.

**(l) Rights on dismissal**

If the grantee of an Option ceases to be an employee of our Company or any of its subsidiaries on the grounds that he has been guilty of serious misconduct, or in relation to an employee of our Group (if so determined by the Board) on any other ground on which an

employee would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with our Group, or has been convicted of any criminal offense involving his integrity or honesty, his Option will lapse and not be exercisable after the date of termination of his employment.

**(m) Rights on takeover**

If a general or partial offer is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror (as defined in the Takeovers Codes)) and such offer becomes or is declared unconditional or such scheme of arrangement is formally proposed to Shareholders during the option period of the relevant option, the grantee of an option notwithstanding any other terms on which the Options were granted, shall be entitled to exercise the Options (to the extent not already exercised) to its full extent or to the extent specified in the grantee's notice to our Company at any time within such period as shall be notified by our Company.

**(n) Rights on winding-up**

In the event a notice is given by our Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to all grantees and thereupon, each grantee (or his legal personal representative(s)) shall be entitled to exercise all or any of his options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of our Company referred to above by giving notice in writing to our Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given, whereupon 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, allot the relevant Shares to the grantee credited as fully paid.

**(o) Rights on compromise or arrangement between our Company and its members or creditors**

If a compromise or arrangement between our Company and its members or creditors is proposed for the purposes of a scheme for the reconstruction of our Company or its amalgamation with any other companies pursuant to the laws of jurisdictions in which our Company was incorporated, our Company shall give notice to all the grantees of the options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme of arrangement and any grantee may by notice in writing to our Company accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given (such notice to be received by our Company not later than two business days prior to the proposed meeting), exercise the option to its full extent or to the extent specified in the notice and 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 meeting, allot and issue such number of Shares to the grantee which falls to be issued on such exercise of the option credited as fully paid and register the grantee as holder thereof.



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

**(p) Ranking of Shares**

No dividends shall be payable in relation to shares that are the subject of options that have not been exercised. The Shares to be allotted upon the exercise of an option will not carry voting rights until completion of the registration of the grantee (or any other person) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of options will rank *pari passu* in all respects and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully-paid Shares in issue on the date of exercise. Shares issued on the exercise of an option shall not be entitled to any rights attaching to shares by reference to a record date preceding the date of allotment.

**(q) Effect of alterations to capital**

In the event of any alteration in the capital structure of our Company whilst any option may become or remains exercisable, whether by way of capitalization issue, rights issue, open offer (if there is a price dilutive element), consolidation, sub-division or reduction of share capital of our Company in accordance with applicable laws and regulatory requirements, or otherwise howsoever, such corresponding alterations (if any) shall be made in the number or nominal value of Shares subject to any options so far as unexercised and/or the subscription price per Share of each outstanding option as the auditors of our Company or an independent financial advisor shall certify in writing to the Board to be in their/his opinion fair and reasonable in compliance with Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance issued by the Stock Exchange on September 5, 2005 and any future guidance and interpretation of the Listing Rules issued by the Stock Exchange from time to time.

Any such alterations will be made on the basis that a grantee shall have the same proportion of the issued share capital of our Company for which any grantee of an option is entitled to subscribe pursuant to the Options held by him before such alteration and the aggregate subscription price payable on full exercise of any option is to remain as nearly as possible the same (and in any event not greater than) as it was before such event. No such alteration will be made the effect of which would be to enable a Share to be issued at less than its nominal value.

The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations.



**(r) Expiry of option**

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

- (i) the date of expiry of the option as may be determined by the Board;
- (ii) the expiry of any of the periods referred to in paragraphs (k), (l), (m), (n) or (o);
- (iii) the date on which the scheme of arrangement of our Company referred to in paragraph (o) becomes effective;
- (iv) subject to paragraph (n), the date of commencement of the winding-up of our Company;
- (v) the date on which the grantee ceases to be an Eligible Participant by reason of the termination of his relationship with our Group on any one or more of the following grounds:
  - (1) that he has been guilty of serious misconduct;
  - (2) that he has been convicted of any criminal offense involving his integrity or honesty or in relation to an employee of our Group;
  - (3) that he has become insolvent, bankrupt or has made arrangements or compositions with his creditors generally; or
  - (4) on any other ground on which an employee would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with our Group. A resolution of the Board to the effect that the employment of a grantee has or has not been terminated on one or more of the grounds specified in this paragraph shall be conclusive; or
- (vi) the date on which the Board shall exercise our Company's right to cancel the option at any time after the grantee commits a breach of paragraph (h) above or the options are cancelled in accordance with paragraph (t) below.

**(s) Alteration of the Share Option Scheme**

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

- (i) any alteration to the advantage of the grantees or the Eligible Participants (as the case may be) in respect of the matters contained in Rule 17.03 of the Listing Rules; and

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

**(t) Cancellation of Options**

Subject to paragraph (h) above, any cancellation of options granted but not exercised must be approved by the grantees of the relevant options in writing.

**(u) Termination of the Share Option Scheme**

Our Company may by resolution in general meeting or the Board at any time terminate the Share Option Scheme and in such event no further option shall be offered but the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any option granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme. Options granted prior to such termination but not yet exercised at the time of termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

**(v) Administration of the Board**

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

**(w) Condition of the Share Option Scheme**

The Share Option Scheme is conditional on:

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

(iii) the approval of the rules of the Share Option Scheme by our Shareholders in general meeting; and

(iv) the commencement of dealings in the Shares on the Stock Exchange.

**(x) Disclosure in Annual and Interim Reports**

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

**(y) Present Status of the Share Option Scheme**

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

Application has been made to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Shares which may be issued pursuant to the exercise of the options to be granted under the Share Option Scheme, being 160,000,000 Shares in total.

**E. OTHER INFORMATION**

**1. Tax and Other Indemnities**

The Controlling Shareholders have entered into the Deed of Indemnity with and in favor of each member of our Company (being the contract referred to in paragraph (a) of the section headed “- Further Information About Our Business – Summary of Material Contracts” above) to provide indemnities on a joint and several basis in respect of, among other matters, taxation resulting from income, profits or gains earned, accrued or received as well as any property claim to which any member of our Group may be subject and payable on or before the date when the Global Offering becomes unconditional.

**2. Litigation**

As of the Latest Practicable Date, save as disclosed in this prospectus, we were not aware of any other litigation or arbitration proceedings of material importance 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.

**3. Sole Sponsor**

The Sole Sponsor have made an application on behalf of our Company to the Listing Committee for the listing of, and permission to deal in, the Shares in issue, the Shares to be issued pursuant to the Global Offering and the Capitalization Issue and the Shares to be issued as mentioned in this prospectus (including any additional Shares which may be issued pursuant to the exercise of the Over-allotment Option or the options which may be granted under the Share Option Scheme).

#### 4. Preliminary Expenses

The estimated preliminary expenses incurred and paid by our Company were approximately HK\$25,941.

#### 5. Promoter

Our Company has no promoter for the purpose of the Listing Rules. Save as disclosed in this prospectus, 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 promoters in connection with the Global Offering and the related transactions described in this prospectus.

#### 6. Qualification of Experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this prospectus:

<u>Name</u>	<u>Qualifications</u>
Daiwa Capital Markets Hong Kong Limited	Licensed to conduct Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities) and Type 6 (advising on corporate finance) of the regulated activities under the SFO, acting as the Sole Sponsor of the Global Offering
Deloitte Touche Tohmatsu	Certified Public Accountants
DTZ Debenham Tie Leung Limited	Property valuer as to PRC properties
Crosson Dannis, Inc.	Property valuer as to U.S. properties
Jun He Law Offices	PRC legal advisors to the Company
Conyers Dill & Pearman (Cayman) Limited	Cayman Islands attorneys-at-law
Porter Hedges LLP	U.S. legal advisors to the Company

**7. Consents of Experts**

Each of Daiwa Capital Markets Hong Kong Limited, Deloitte Touche Tohmatsu, DTZ Debenham Tie Leung Limited, Crosson Dannis, Inc., Jun He Law Offices, Conyers Dill & Pearman (Cayman) Limited and Porter Hedges LLP has given and has not withdrawn its respective written consent to the issue of this prospectus with the inclusion of its report and/or letter and/or valuation certificate and/or opinion and/or the references to its name included in this prospectus the form and context in which it is respectively included.

**8. Binding Effect**

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

**9. Miscellaneous**

- (a) Save as disclosed in this prospectus, within the two years immediately preceding the date of this prospectus:
  - (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be fully or partly paid either for cash or a consideration other than cash;
  - (ii) 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;
  - (iii) no founders or management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued;
  - (iv) 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; and
  - (v) no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of our subsidiaries.
- (b) Our Directors confirm that:
  - (i) 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 our Group were prepared); and
  - (ii) there has not been any interruption in the business of our 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.

- (c) The principal register of members of our Company will be maintained in the Cayman Islands by Royal Bank of Canada Trust Company (Cayman) Limited and a branch register of members of our Company will be maintained in Hong Kong by Tricor Investor Services Limited. Unless the Directors otherwise agree, all transfer and other documents of title of Shares must be lodged for registration with and registered by our Hong Kong Share Registrar and may not be lodged in the Cayman Islands.
- (d) All necessary arrangements have been made to enable our Shares to be admitted into CCASS for clearing and settlement.
- (e) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (f) Our Directors have been advised that, under the Cayman Islands law, the use of a Chinese name by the Company for identification purposes only does not contravene the Cayman Islands law.
- (g) The English and Chinese language versions of this prospectus are being published separately, in reliance upon the exemption provided by section 4 of the Companies Ordinance (Exemption from Companies and prospectuses from Compliance Provisions) Notice (Chapter 32L of the Laws of Hong Kong).