
UNDERWRITING

HONG KONG UNDERWRITERS

Joint Lead Managers

BOCI Asia Limited
China Merchants Securities (HK) Co., Limited
China Securities (International) Brokerage Company Limited
Macquarie Capital Securities Limited

Co-lead Manager

First Shanghai Securities Limited

Co-manager

Sun Hung Kai Investment Services Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Public Offering, we are offering the Hong Kong Offer Shares for subscription on, and subject to, the terms and conditions of this prospectus and the Application Forms. Subject to the Listing Committee of the Hong Kong Stock Exchange granting listing of, and permission to deal in, the Shares to be offered pursuant to the Global Offering as mentioned herein and to certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have agreed severally and not jointly to subscribe or procure subscribers for the Hong Kong Offer Shares which are being offered but are not taken up under the Hong Kong Public Offering on the terms and conditions of this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

Grounds for Termination

The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under the Hong Kong Underwriting Agreement are subject to termination, if, at any time prior to 8:00 a.m. on the Listing Date:

- (a) there has come to the notice of the Joint Global Coordinators that:
 - (i) any statement contained in any of this prospectus, the Application Forms, the formal notice and the offering circulars considered by the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in their sole and absolute opinion to be material in the context of the Global Offering, was, when it was issued, or has become, untrue, incorrect or misleading in any respect or that any forecast, expression of opinion, intention or expectation expressed in any of the abovementioned documents is not fair and honest and based on reasonable assumptions; or
 - (ii) any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the date of this prospectus, constitute a material omission therefrom; or
 - (iii) any of the representations and warranties given by any of the warrantors in the Underwriting Agreements is (or would when repeated be) untrue, incorrect, inaccurate or misleading or having been breached in any respect; or
 - (iv) any material breach of any of the obligations or undertakings imposed upon any party (other than the Joint Global Coordinators or any of the Underwriters) to any of the Underwriting Agreements; or

UNDERWRITING

- (v) any material adverse change or any development (whether or not permanent) which is likely to result in a material adverse change in the earnings, conditions, business, business affairs, assets and liabilities, properties, results of operations, profits, in the financial or trading position or prospects or performance or reputation of any member of our Group or our Group as a whole; or
 - (vi) any material litigation, regulatory or administrative investigation or claim being threatened or instigated against our Group, Ms. Ren and Queen Media, or their respective directors and senior management, or their respective directors and senior management being disqualified by competent authorities from taking part in the management of a company; or
 - (vii) any matter, event, act or omission which gives or is likely to give rise to any material liability of any of the warrantors pursuant to the indemnities given by any of them in the Underwriting Agreements; or
- (b) there shall develop, occur, exist or come into effect:
- (i) any change or development involving a prospective change in, or any event or series of events resulting or likely to result in or representing any change or development in local, national, regional or international financial, political, military, industrial, economic, currency market, fiscal or regulatory or market matters or conditions (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets and inter-bank markets, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a devaluation of the Renminbi against any foreign currencies) in or affecting Hong Kong, PRC, the United States, the United Kingdom, Canada, any member of the European Union, the Cayman Islands, the BVI, Japan or Singapore (each a “Relevant Jurisdiction”); or
 - (ii) any new law or regulation or any change or development involving a prospective change in any existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting any Relevant Jurisdiction; or
 - (iii) any event or series of events in the nature of force majeure such as acts of government, strikes, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcano eruption, ice-storm, civil commotion, acts of war, riot, public disorder, acts of terrorism (whether or not responsibility has been claimed), acts of God, epidemic, outbreak of infectious disease (including but not limited to Severe Acute Respiratory Syndrome (SARS) or swine or avian influenza or such related/mutated forms, accident or interruption or delay in transportation), in or affecting any Relevant Jurisdiction; or
 - (iv) any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in or affecting any Relevant Jurisdiction; or
 - (v) any deterioration of any pre-existing local, national, regional or international financial, economic, political, military, industrial, fiscal, regulatory, currency, credit or market conditions in or affecting any of the Relevant Jurisdictions; or
 - (vi) the imposition or declaration of (A) any moratorium, suspension, restriction or limitation on trading in shares or securities generally on the Stock Exchange, the New York Stock Exchange, the NYSE Amex Equities, the Nasdaq Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the Tokyo Stock Exchange; or (B) a general moratorium on commercial banking activities in any

UNDERWRITING

Relevant Jurisdiction declared by the relevant authorities, or a disruption in commercial banking activities or foreign exchange trading or securities settlement or clearance services in or affecting any Relevant Jurisdiction or any jurisdiction where the stock exchange referred to in paragraph (A) above is located; or

- (vii) any change or development or event involving a prospective change in taxation or exchange controls (or the implementation of any exchange control), currency exchange rates or foreign investment regulations in any Relevant Jurisdiction; or
- (viii) any imposition of economic or other sanctions against any member of our Group, in whatever form, directly or indirectly, by any Relevant Jurisdiction or any governmental authority of any Relevant Jurisdiction; or
- (ix) an order is granted or a petition is presented for the winding up of any member of our Group or any composition or arrangement made by any member of our Group with its creditors or a scheme of arrangement entered into by any member of our Group or any resolution for the winding up of any member of our Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of our Group or anything analogous thereto occurring in respect of any member of our Group; or
- (x) any demand by any creditor for repayment or payment of indebtedness of any member of our Group or in respect of which any member of our Group is liable prior to its stated maturity, or any loss or damage sustained by any member of our Group (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (xi) any contravention by any member of our Group of the Hong Kong Companies Ordinance or the Listing Rules or applicable laws; or
- (xii) any change or development or event involving a materialization of, any of the risks set out in the section headed “Risk Factors” of this prospectus; or
- (xiii) a prohibition on our Company for whatever reason from allotting or selling any of the Offer Shares (including the additional Shares that may be allotted and issued by our Company upon the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiv) non-compliance of any of this prospectus or any aspect of the Global Offering with the Listing Rules or any other applicable laws; or
- (xv) the issue or requirement to issue by the Company of a supplementary prospectus (or any other documents used in connection with the contemplated subscription and sale of the Shares) pursuant to the Companies Ordinance or the Listing Rules or any requirement or request of the Hong Kong Stock Exchange and/or the SFC; or
- (xvi) a Director being charged with an indictable offense or prohibited by operation of law or is otherwise disqualified from taking part in the management of the Company; or
- (xvii) the chairman or any of the chief executives of our Company vacating his or her office; or
- (xviii) the commencement by any governmental, regulatory, political or judicial body or organization of any action against a Director or an announcement by any governmental, regulatory or judicial body or organization that it intends to take any such action,

and which, in any of (b)(i) to (b)(xviii) and in the sole opinion of Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (A) is or will be or is likely to be materially adverse to, or affects or is likely to affect or will affect materially and prejudicially, the business or financial or trading position or prospects of our Group as a whole; or

UNDERWRITING

- (B) has or will have or is likely to have a material adverse effect on the success of the Global Offering, and/or has made or is likely to make or will make it impracticable or inadvisable or incapable for any material part of the Hong Kong Underwriting Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged.

Lock-up Undertakings to the Stock Exchange pursuant to the Listing Rules

Undertakings by our Company

Pursuant to Rule 10.08 of the Listing Rules, our Company will not, at any time within six months from the Listing Date, issue any Shares or other securities convertible into equity securities (whether or not of a class already listed) of our Company or enter into any agreement or arrangement to issue such shares or securities (whether or not such issue of shares or securities will be completed within six months from the Listing Date), except pursuant to the Global Offering or for the circumstances prescribed by Rule 10.08 of the Listing Rules.

Undertakings by our Controlling Shareholders

Pursuant to Rule 10.07 of the Listing Rules, each of our Controlling Shareholders has undertaken to us and to the Stock Exchange, except pursuant to the Global Offering (including pursuant to the Over-allotment Option), that she or it will not, and shall procure that any other registered holder(s) (if any) will not, without the prior written consent of the Stock Exchange or unless otherwise in compliance with applicable requirements of the Listing Rules:

- (a) in the period commencing on the date of this prospectus and ending on the date which is six months from the Listing Date (the “First Six-month Period”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of our Shares in respect of which he or it is shown by this prospectus to be the beneficial owner (as defined in Rule 10.07(2) of the Listing Rules) (the “Parent Shares”); or
- (b) in the period of six months commencing on the date on which the First Six-month Period expires (the “Second Six-month Period”), dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Parent Shares to such an extent that immediately following such disposal, or upon the exercise or enforcement of such options, rights, interests or encumbrances, she or it would cease to be a “controlling shareholder” (as defined in the Listing Rules) of our Company.

Further, pursuant to Note (3) to Rule 10.07(2) of the Listing Rules, each of our Controlling Shareholders has undertaken to us and to the Stock Exchange that, during the First Six-month Period and the Second Six-month Period, he or it will:

- (a) if she or it pledges or charges any of our securities beneficially owned by her or it in favor of an authorized institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan, immediately informs us of such pledge or charge together with the number of securities so pledged or charged; and
- (b) if she or it receives indications, either verbal or written, from the pledgee or chargee that any of her or its pledged or charged securities will be disposed of, immediately inform us of such indications.

We will also inform the Stock Exchange as soon as we have been informed of the above matters, if any, by any of our Controlling Shareholders and disclose such matters in accordance with the publication requirements under Rule 2.07C of the Listing Rules as soon as possible after being so informed.

UNDERWRITING

Lock-up Undertakings Pursuant to the Hong Kong Underwriting Agreement

Undertakings by our Company

Pursuant to the Hong Kong Underwriting Agreement, our Company has undertaken to the Joint Global Coordinators, the Joint Bookrunners, the Sole Sponsor and the Hong Kong Underwriters that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time within the period commencing on the date of the Hong Kong Underwriting Agreement and ending on the date which is six months from the Listing Date, we will not, without the Joint Global Coordinators' prior written consent and unless in compliance with the requirements of the Listing Rules:

- (a) offer, accept subscription for, pledge, issue, sell, lend, mortgage, assign, charge, contract to issue or sell, sell any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any such share capital or other securities of our Company or any interest therein (including, but not limited to, any securities that are convertible into or exchangeable for, or that represent the right to receive any such capital or securities or any interest therein) or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any such share capital or securities or any interest therein or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in (a) or (b) or (c) above;

whether any such transaction is to be settled by delivery of Shares or other securities, in cash or otherwise.

Undertakings by Ms. Ren and Queen Media

Each of Ms. Ren and Queen Media has undertaken to each of the Joint Global Coordinators, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and us that she or it will not, save as in compliance with the requirements of the Listing Rules:

- (A) during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on the date which is six months from the Listing Date (the "First Six-month Period"), she or it shall not, and shall procure that the relevant registered holder(s) and her or its associates and companies controlled by her or it and any nominee or trustee holding in trust for her or it shall not, without the prior written consent of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:
 - (a) offer, accept subscription for, pledge, mortgage, charge, sell, lend, assign, contract to sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend, assign or otherwise transfer or dispose of (nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interest or encumbrances in respect of), either directly or indirectly, or repurchase, conditionally or unconditionally, or cause the Company to

UNDERWRITING

repurchase, any of the Company's share or debt capital or other securities or any interest in the Company's share or debt capital or any voting right or any other right attaching thereto (including, but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, any such share or debt capital or securities or any interest in the Company's share or debt capital whether now owned or subsequently acquired, owned directly by Ms. Ren or Queen Media (including holding as a custodian) or with respect to which Ms. Ren or Queen Media has beneficial ownership) or any of the rights attaching to any such share or debt capital, including but not limited to rights as to voting, dividend or distribution (collectively the "Relevant Securities"); or

- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Relevant Securities or any interest therein or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in (a) or (b) or (c) above,

whether any such transaction is to be settled by delivery of Relevant Securities, in cash or otherwise; and

- (B) (a) during the period of six months immediately following the date on which the First Six-month Period expires (the "Second Six-month Period"), she or it will not enter into any of the transactions specified in A(a), A(b) or A(c) above or agree or contract to or publicly announce any intention to enter into any such transaction if, immediately following such transfer or disposal, or upon the exercise or enforcement of such options, rights, interests or encumbrances, she or it will cease to be a "controlling shareholder" (as the term is defined in the Listing Rules) of the Company; and
- (b) until the expiry of the Second Six-month Period, in the event that she or it enters into any such transactions or agrees or contracts to, or publicly announces any intention to enter into any such transactions, she or it will take all reasonable steps to ensure that she or it will not create a disorderly or false market for the securities of the Company.

Each of Ms. Ren and Queen Media has further undertaken to each of the Joint Global Coordinators, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and us that, within the First Six-month Period up to and including the expiry of the Second Six-month Period, she or it will, in compliance with the Listing Rules:

- (a) when she or it pledges or charges any securities or interests or any of the rights attaching to any such share capital, including but not limited to rights as to voting, dividend or distribution in the securities of our Company, immediately inform our Company and the Joint Global Coordinators in writing of any such pledge or charge together with the number of securities and nature of interest so pledged or charged; and
- (b) if and when she or it receives indications, either verbal or written, from any such pledgee or chargee that any of such pledged or charged securities or interests in or rights attaching to the securities of our Company will be sold, transferred or disposed of, immediately inform us and the Joint Global Coordinators in writing of such indications.

UNDERWRITING

We will also, as soon as we have been informed of the above matters (if any) by Ms. Ren and/or Queen Media, inform the Stock Exchange in writing and disclose such matters as soon as possible by way of an announcement to be published as required under the Listing Rules.

Commission and expenses

We will pay to the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission at the rate of 2.6% of the aggregate Offer Price payable for the Hong Kong Offer Shares initially offered under the Hong Kong Public Offering, out of which the Hong Kong Underwriters will pay all (if any) sub-underwriting commissions. For unsubscribed Hong Kong Offer Shares reallocated to the International Offering, we will pay an underwriting commission at the rate applicable to the International Offering and such commission will be paid to the International Underwriters and not the Hong Kong Underwriters. In addition, we may pay the Underwriters an additional incentive fee of 0.5% of the aggregate purchase price for the Offer Shares under the Global Offering at our discretion.

Indemnity

Each of the Company, Ms. Ren and Queen Media has agreed to indemnify the Hong Kong Underwriters for certain losses which they may suffer, including losses arising from their performance of their obligations under the Hong Kong Underwriting Agreement and any breach by us of the Hong Kong Underwriting Agreement.

Underwriters' interest in our Company

Save for their respective obligations under the Hong Kong Underwriting Agreement and the International Underwriting Agreement, none of the Underwriters has any shareholding interests in our Company or any of our subsidiaries or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

INTERNATIONAL OFFERING

International Underwriting Agreement

In connection with the International Offering, it is expected that we will, on or about July 4, 2013 shortly after determination of the Offer Price, enter into the International Underwriting Agreement with the International Underwriters. Under the International Underwriting Agreement, subject to the conditions set forth therein, the International Underwriters to be named therein would severally agree to purchase the International Offer Shares or procure purchasers for the International Offer Shares. Potential investors shall be reminded that in the event that the International Underwriting agreement is not entered into, the Global Offering will not proceed.

Under the International Underwriting Agreement, the Company intends to grant to the International Underwriters the Over-allotment Option, exercisable by the Joint Global Coordinators on behalf of the International Underwriters at the sole and absolute discretion of the Joint Global Coordinators for up to 30 days after the last day for lodging applications under the Hong Kong Public Offering, to require the Company to allot and issue up to an aggregate of 60,000,000 additional Shares representing, in aggregate, 15% of the maximum number of Offer Shares initially available under the Global Offering. These Shares will be sold at the Offer Price and will be, among others, for the purpose of covering over-allocations in the International Offering, if any.

Sole Sponsor's Independence

BOCI has declared its independence from us pursuant to Rule 3A.08 of the Listing Rules that they are independent pursuant to Rule 3A.07 of the Listing Rules.

UNDERWRITING

DEALING

Assuming that the Hong Kong Public Offering becomes unconditional at or before 8:00 a.m. in Hong Kong on Thursday, July 11, 2013, it is expected that dealings in the Shares on the Stock Exchange will commence at 9:30 a.m. on Thursday, July 11, 2013. The Shares will be traded on the Main Board in board lots size of 1,000 Shares each.

TOTAL COMMISSION AND EXPENSES

Assuming an Offer Price of HK\$2.46 per Share (being the midpoint of the stated offer price range of HK\$2.11 to HK\$2.81 per Share), the aggregate commissions and fees, together with Hong Kong Stock Exchange listing fees, SFC transaction levy of 0.003%, Hong Kong Stock Exchange trading fee of 0.005%, legal and other professional fees and printing and other expenses relating to the Global Offering, are estimated to amount in aggregate to approximately HK\$72.7 million in total (assuming no exercise of the Over-allotment Option). For unsubscribed Hong Kong Offer Shares reallocated to the International Offering, we will pay an underwriting commission at the rate applicable to the International Offering and such commission will be paid to the International Underwriters (but not the Hong Kong Underwriters).