
UNDERWRITING

HONG KONG UNDERWRITERS

CCB International Capital Limited
China Galaxy International Securities (Hong Kong) Co., Limited
Guotai Junan Securities (Hong Kong) Limited
Convoy Investment Services Limited
First Shanghai Securities Limited

Underwriting Arrangements and Expenses

Hong Kong Underwriting Agreement

We are offering the Hong Kong Public Offer Shares for subscription on the terms and subject to the conditions of this prospectus and the Application Forms at the Offer Price. Subject to the Listing Committee granting the listing of, and permission to deal in, our Shares in issue and to be issued, and to certain other conditions described in the Hong Kong Underwriting Agreement (including the Joint Bookrunners, on behalf of the Underwriters, and us agreeing to the Offer Price), the Hong Kong Underwriters have severally agreed to subscribe or procure subscribers for the Hong Kong Public Offer Shares which are being offered but are not taken up under the Hong Kong Public Offering on the terms and subject to the conditions of this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional upon and subject to, among other things, the International Underwriting Agreement having been signed and becoming unconditional in accordance with its terms and not having been terminated in accordance with its terms or otherwise.

Grounds for termination

The Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) may in their sole and absolute discretion terminate the Hong Kong Underwriting Agreement with immediate effect by notice in writing to us at any time at or prior to 8:00 a.m. on the Listing Date if:

- (a) there develops, occurs, exists or comes into force:
 - (i) any change or development involving a prospective change, or any event or series of events resulting in or representing any change or development, in local, national, regional or international financial, political, military, industrial, economic, fiscal or market conditions (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, investment and credit markets and inter-bank markets) in or affecting Hong Kong, the PRC, the United States, Japan, Singapore, the European Union (or any member thereof), the BVI, the United Kingdom, the Cayman Islands, or any other jurisdiction in which any member of our Group is incorporated, operates or conducts business (collectively the “Relevant Jurisdictions”);
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, governmental or regulatory authority in or affecting any of the Relevant Jurisdictions;
or

UNDERWRITING

- (iii) any event or series of events in the nature of force majeure (including, without limitation, acts of government, strikes, lock-outs, fire, explosion, flooding, civil commotion, riots, public disorder, acts of God, acts of terrorism (whether or not responsibility has been claimed), epidemic, pandemic, outbreak of infectious disease (including without limitation SARS, H5N1, H7N9 or H1N1 or swine or avian influenza or such related/mutated forms)) in or affecting any of the Relevant Jurisdictions; or
- (iv) any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), acts of war or other state of emergency or calamity or crisis in or affecting any of the Relevant Jurisdictions; or
- (v) 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 NASDAQ Global Market, the Tokyo Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the London Stock Exchange or (B) any moratorium on, or disruption in, commercial banking activities or foreign exchange trading or securities settlement or clearing services in or affecting any of the Relevant Jurisdictions; or
- (vi) any change or development involving a change or prospective change in taxation or exchange controls (or the implementation of any exchange control) or currency exchange rates or control or foreign investment regulations in or affecting any of the Relevant Jurisdictions; or
- (vii) any imposition of economic sanction, in whatever form, directly or indirectly, in or affecting any of the Relevant Jurisdictions; or
- (viii) any change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the value of the Renminbi is determined by reference to a basket of world currencies or a material devaluation of Hong Kong dollars or the Renminbi against any foreign currency; or
- (ix) any change or development or interference or event involving a prospective change in our Group's assets, liabilities, profit, losses, business performance, financial condition, earnings, trading position or prospects, or any change in capital stock or long-term debt of our Company or any other member of our Group, which (in any such case) is not set forth in this prospectus; or
- (x) a demand by any creditor for repayment or payment of any indebtednesses of our Group or in respect of which any member of our Group is liable prior to its stated maturity; or
- (xi) non-compliance of this prospectus and the Application Forms or any aspect of the Global Offering with the Listing Rules or any other applicable Law; or
- (xii) any adverse change in or any development involving a prospective adverse change in, or a materialization of, any of the risks set out in the section headed "Risk Factors" in this prospectus; or
- (xiii) any Director, the chairman, chief executive officer or chief financial officer of our Company named in this prospectus gives notice to resign or retire, or is removed from office,

UNDERWRITING

and which, in any such case (whether individually or in the aggregate) and in the sole and absolute opinion of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters):

- (A) is or will or may be materially adverse to, or materially and prejudicially affect, the business or financial or trading position or prospects of our Group taken as a whole; or
 - (B) has or will or may have a material adverse effect on the success of the Global Offering or the level of Offer Shares being applied for or accepted or the distribution of the Offer Shares; or
 - (C) makes or will or may make it impracticable, inadvisable, inexpedient or not commercially viable to proceed with or for any material part of the Hong Kong Underwriting Agreement, the Hong Kong Public Offering and/or the Global Offering or the delivery of Shares on the terms and in the manner contemplated by this prospectus or for any of the above to be performed or implemented as envisaged; or
- (b) any of the following shall have come to the notice of the Joint Bookrunners after the date of the Hong Kong Underwriting Agreement or they have reasonable cause to believe:
- (i) that any statement contained in any of the formal notice in connection with the Hong Kong Public Offering, the Hong Kong Public Offering Documents (as defined in the Hong Kong Underwriting Agreement) or the International Offer Documents (as defined in the Hong Kong Underwriting Agreement) was or has become untrue or incorrect or misleading in any material respect, or that any forecast, expression of opinion, intention or expectation contained in this prospectus or any announcement issued by our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) is not fair and honest and based on reasonable assumptions with reference to the facts and circumstances then subsisting; or
 - (ii) any matter which would, if the formal notice in connection with the Hong Kong Public Offering, the Hong Kong Public Offer Documents or the International Offer Documents and/or any announcement issued or authorized by our Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) were issued at that time, constitute a material omission therefrom; or
 - (iii) other than with the prior approval of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters), the issue or requirement to issue by our Company of a supplemental prospectus or amendment to this prospectus; or
 - (iv) any matter, event, act or omission which gives or is likely to give rise to any liability on the part of our Company or the Warrantors (as defined in the Hong Kong Underwriting Agreement) out of or in connection with any breach, inaccuracy and/or incorrectness of the Warranties (as defined in the Hong Kong Underwriting Agreement) and/or the indemnities given by our Company, the Warrantors or any of them under the Hong Kong Underwriting Agreement; or
 - (v) any event, act or omission which gives rise or is likely to give rise to any liability of the Company or any of the other Warrantors pursuant to the indemnities in the Hong Kong Underwriting Agreement; or

UNDERWRITING

- (vi) any material breach of any of the obligations or undertakings of our Company or the Warrantors under the Hong Kong Underwriting Agreement as determined by the Joint Bookrunners in their sole and absolute opinion; or
- (vii) that any profit forecast or estimate which appears in any of the Offer Documents (as defined in the Hong Kong Underwriting Agreement) is or becomes incapable of being met or, in the opinion of the Joint Bookrunners, unlikely to be met; or
- (viii) that any certificate given by our Company or any of its officers to the Joint Bookrunners under or in connection with the Hong Kong Underwriting Agreement is false or misleading in any material respect; or
- (ix) any Director or any member of senior management named in this prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (x) the commencement by any judicial, regulatory, governmental or political body or law enforcement agency or organization of any investigation, public action or other material action, claim or proceeding against any Director of our Company or an announcement by any judicial, regulatory, governmental or political body or law enforcement agency or organization that it intends to take any such action; or
- (xi) save as disclosed in this prospectus, a material contravention by any member of our Group of the Listing Rules or any applicable laws or regulations; or
- (xii) any material litigation, legal action or claim being threatened or instigated against any member of our Group; or
- (xiii) a petition is presented for the winding-up or liquidation of any member of our Group or any member of our Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of our Group or a provisional liquidator, receiver or manager is appointed over all or any material part of the assets or undertaking of any member of our Group or anything analogous thereto occurs in respect of any member of our Group; or
- (xiv) a prohibition on our Company for whatever reason from allotting, issuing or selling the Offer Shares (including the Shares to be sold pursuant to the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xv) our Company withdraws this prospectus and/or the Application Forms; or
- (xvi) approval by the Listing Committee for the listing of, and permission to deal in, the Shares to be issued or sold (including any Shares that may be sold pursuant to the exercise of the Over-allotment Option) under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the date of approval of the listing, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (xvii) any of the experts named in Appendix V of this prospectus has withdrawn its respective consent to the issue of this prospectus with the inclusion of its reports, letters, summaries of valuations and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears.

UNDERWRITING

Undertakings

Undertakings by our Company

Pursuant to the Hong Kong Underwriting Agreement, our Company has undertaken to each of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) that, and each of the other Warrantors (as defined in the Hong Kong Underwriting Agreement) has undertaken to procure that except pursuant to the Global Offering, the Over-allotment Option, options granted under the Pre-IPO Share Option Scheme and options which may be granted under the Share Option Scheme or with the prior written consent of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) our Company will not, and will procure that our subsidiaries will not, 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, Shares or other securities of our Company or our subsidiaries or any interest therein (including but not limited to, warrants or other convertible or exchangeable securities) or repurchase Shares or other securities of our Company or our subsidiaries or enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of our Company or our subsidiaries or any interest thereon or offer to or agree to do any of the foregoing or announce any intention to do so 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 Months Period”);
- (b) our Company will not enter into any of the transactions described in paragraph (a) above or agree or contract to or publicly announce any intention to enter into any such transactions such that any of the Controlling Shareholders would cease to be a controlling shareholder (as defined in the Listing Rules) of our Company during the period of six months immediately following the expiry of the First Six Months Period (the “Second Six Months Period”); and
- (c) our Company will ensure that if any of the transactions described in paragraph (a) above are carried out during the Second Six Months Period, we will take all reasonable steps to ensure that any such act will not create a disorderly or false market for any Shares or other securities of our Company.

Undertakings by the Controlling Shareholders

Pursuant to the Hong Kong Underwriting Agreement, each of the Controlling Shareholders has jointly and severally undertaken to each of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) that:

- (a) during the period commencing on the date of this prospectus and ending on the expiry date of the First Six Months Period, each of the Controlling Shareholders will not, and will procure that the relevant registered holder(s) and his/her/its associates (as defined in the Listing Rules) and companies controlled by him/her/it and any nominee or trustee holding in trust for

UNDERWRITING

him/her/it shall not, without the prior written consent of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) and unless pursuant to the Stock Borrowing Agreement or otherwise in compliance with the requirements of the Listing Rules, (a) offer, pledge, charge (other than any pledge or charge of our Company's issued share capital after the Global Offering (assuming the Over-allotment Option is not exercised) in favor of an authorized institution as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) for a bona fide commercial loan), sell, 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 or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any of the Shares or any securities convertible into or exercisable or exchangeable for, or that represent the right to receive, any of the Shares or securities of our Company beneficially owned by him/her/it or the relevant company, nominee or trustee (including any interest in any shares in any company controlled by him/her/it) which is directly or indirectly a beneficial owner of any of the Shares or securities of our Company or any interest thereon (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 the Relevant Securities; (c) agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (a) or (b) above; or (d) announce any intention to enter into or effect any of the transactions referred to in paragraphs (a), (b) or (c) above, which any of the foregoing transactions referred to in paragraphs (a), (b) or (c) is to be settled by delivery of Shares or such other securities, in cash or otherwise;

- (b) each of the Controlling Shareholders will, and will procure that his/her/its respective associates and companies controlled by him/her/it and any nominee or trustees holding in trust for him/her/it shall, comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by it or by the registered holder controlled by him/her/it of any Shares; and
- (c) each of the Controlling Shareholders will not, during the Second Six-Month Period, enter into any of the transactions specified in paragraph (a) above or (ii) offer to or agree to or publicly announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or encumbrance pursuant to such transaction, he/she/it will cease to be a "controlling shareholder" (as the term is defined in the Listing Rules) of our Company. In the event that he/she/it enters into any of such transactions or offers to or agrees to or contracts to or announces any intention to effect any such transactions in compliance with this paragraph (c), he/she/it will take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of our Company.

Undertakings by existing Shareholders of our Company

Each of Opulent Ample, Snowy Wise, Rightful Style, Splendid First, Wind Dove, SHKSF, Vantage Assets and Benhui has agreed, and Chance Talent will agree, that all Shares held by each of them will be locked up for six months from the Listing Date. For further details of such undertakings, please refer to the section headed "History and Corporate Structure" in this prospectus.

UNDERWRITING

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 has undertaken to the Stock Exchange that no further Shares or securities convertible into our Company's equity securities (whether or not of a class already issued) may be issued by our Company or form the subject of any agreement to such an issue by our Company within six months from the Listing Date (whether or not such issue of Shares or our Company's securities will be completed within six months from the Listing Date), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules.

Undertakings by the Controlling Shareholders

Pursuant to Rule 10.07 of the Listing Rules, the Controlling Shareholders have undertaken to the Stock Exchange and to our Company that, they will not and will procure that the relevant registered holder(s) will not:

- (a) in the period commencing on the date by reference to which disclosure of their shareholding is made in this prospectus and ending on the date which is six months from the Listing Date, 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 Shares in respect of which they are shown by this prospectus to be the beneficial owner; and
- (b) in the period of six months commencing on the date on which the period referred to in paragraph (a) above expires, 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 Shares if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interest or encumbrances, they would cease to be our Controlling Shareholder.

Pursuant to Note 3 to Rule 10.07(2) of the Listing Rules, the Controlling Shareholders have undertaken to the Stock Exchange and to our Company that within the period commencing on the date by reference to which disclosure of their Shareholding in our Company is made in this prospectus and ending on the date which is 12 months from the Listing Date, they will:

- (a) when they pledge or charge any Shares beneficially owned by them in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the laws of Hong Kong)) pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform our Company of such pledge or charge together with the number of Shares so pledged or charged; and
- (b) when they receive indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares will be disposed of, immediately inform our Company of such indications.

Our Company will inform the Stock Exchange as soon as we have been informed of matters referred in above by any of the Controlling Shareholders and disclose such matters by way of announcement pursuant to the requirements under the Listing Rules as soon as possible.

UNDERWRITING

International Placing

In connection with the International Placing, it is expected that our Company will enter into the International Underwriting Agreement with, among others, our Controlling Shareholders and the International Underwriters, on terms and conditions that are substantially similar to the Hong Kong Underwriting Agreement as described above and on the additional terms described below. Under the International Underwriting Agreement, the International Underwriters will severally agree to subscribe or purchase or procure subscribers for the International Placing Shares being offered pursuant to the International Placing.

Over-allotment Option

Our Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by Guotai Junan Securities (Hong Kong) Limited on behalf of the International Underwriters at any time from the Listing Date until 30 days after the last date for the lodging of applications under the Hong Kong Public Offering, to require our Company to allot and issue up to an aggregate of 24,000,000 Shares, representing 15% of the Offer Shares initially offered under Global Offering, at the same price per Share under the International Placing to cover, among other things, over-allocations in the International Placing, if any.

Commissions and Expenses

The Underwriters will receive an underwriting commission at the rate of 3% of the aggregate Offer Price payable for the Offer Shares (including the Shares to be issued pursuant to the Over-allotment Option). Furthermore, our Company agrees, at its sole and absolute discretion, to pay to the Joint Bookrunners a discretionary incentive fee per Offer Share of up to 1%. The underwriting commissions, documentation fee, listing fees, Stock Exchange trading fee and transaction levy, legal and other professional fees, and printing and other expenses in relation to the Global Offering are estimated to amount approximately HK\$44.3 million in total (based on the Offer Price HK\$1.96 per Share, being the mid-point of the indicative Offer Price range of HK\$1.60 to HK\$2.32 per share and assuming the Over-allotment Option is not exercised), and are payable by our Company.

UNDERWRITERS' INTERESTS IN OUR COMPANY

The Sole Global Coordinator, the Joint Bookrunners and other Underwriters will receive an underwriting commission. Particulars of these under underwriting commission and expenses are set out in the paragraph headed “— Underwriting Arrangements and Expenses” in this section for further information.

Save for their obligations under the Underwriting Agreements, none of the Underwriters is interested legally or beneficially in any shares of any member of our Group nor has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any member of our Group nor any interest in the Global Offering.

MINIMUM PUBLIC FLOAT

Our Directors and the Joint Bookrunners will ensure that there will be a minimum 25% of the total issued Shares held in public hands in accordance with Rule 8.08 of the Listing Rules after completion of the Global Offering.

UNDERWRITING

INDEPENDENCE OF THE JOINT SPONSORS

On April 17, 2013, Mr. Ding, Think Wise and our Company, entered into an investment agreement with Chance Talent, which is a wholly-owned subsidiary of CCBI Investments, pursuant to which Chance Talent agreed to subscribe for the Exchangeable Notes issued by Think Wise. CCBI Investments is an indirect wholly-owned subsidiary of China Construction Bank Corporation, the ultimate parent company of CCBI. Chance Talent is therefore a member of the sponsor group in relation to CCBI pursuant to Rule 3A.01(9) of the Listing Rules. Given that under the terms of the Exchangeable Notes, Chance Talent may hold Shares representing more than 5% of our Company's issued share capital upon completion of the Global Offering, CCBI does not satisfy the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

China Galaxy satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.