
UNDERWRITING

HONG KONG UNDERWRITERS

Joint Global Coordinators

BNP Paribas Securities (Asia) Limited
China Merchants Securities (HK) Co., Limited

Joint Bookrunners

BNP Paribas Securities (Asia) Limited
China Merchants Securities (HK) Co., Limited
Haitong International Securities Company Limited
GF Securities (Hong Kong) Brokerage Limited
Changjiang Securities Brokerage (HK) Limited
CCB International Capital Limited
ABCI Capital Limited

Joint Lead Managers

BNP Paribas Securities (Asia) Limited
China Merchants Securities (HK) Co., Limited
Haitong International Securities Company Limited
GF Securities (Hong Kong) Brokerage Limited
Changjiang Securities Brokerage (HK) Limited
CCB International Capital Limited
ABCI Securities Company Limited

THE HONG KONG PUBLIC OFFERING

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, our Company is initially offering 100,000,000 Hong Kong Public Offer Shares for subscription under the Hong Kong Public Offering on the terms and subject to the conditions set out in this prospectus and the Application Forms.

Subject to (i) the Listing Committee granting listing of, and permission to deal in, the existing issued Shares, the Shares to be issued pursuant to the Capitalization Issue and the Global Offering; and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement (including, among others, the Joint Global Coordinators (on behalf of the Underwriters) and us agreeing on the Offer Price), the Hong Kong Underwriters have severally but not jointly agreed to subscribe or procure subscribers for their respective applicable proportions (set out in the Hong Kong Underwriting Agreement) of the Hong Kong Public Offer Shares now being offered and which are not taken up under the Hong Kong Public Offering, on the terms and subject to the conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other than any condition for the Hong Kong Underwriting Agreement to become unconditional) and not having been terminated in accordance with its terms or otherwise.

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Grounds for termination of the Hong Kong Underwriting Agreement

The Joint Global Coordinators, at their sole and absolute discretion, may, for themselves and on behalf of the Hong Kong Underwriters, upon giving notice in writing to our Company, terminate the Hong Kong Underwriting Agreement with immediate effect if any of the following events occurs at or prior to 8:00 a.m. on the Listing Date:

- (A) there has come to the notice of the Joint Global Coordinators:
- (i) that any statement contained in this prospectus, the Application Forms, the formal notice, the international offer documents (together, the “Offer Documents”) and any amendments in the agreed form issued by our Company in connection with the Global Offering was or has become, untrue, incorrect or misleading in any material respect, or any forecast, expression of opinion, intention or expectation expressed in any Offer Documents is not, in all material respects, fair and honest and based on reasonable assumptions, when taken as a whole; or
 - (ii) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, constitute a material omission therefrom; or
 - (iii) that any material breach of any of the obligations imposed upon any party (other than the Sole Sponsor, Joint Global Coordinators or any Hong Kong Underwriters) to the Hong Kong Underwriting Agreement or the International Underwriting Agreement (other than on the part of any of the Underwriters); or
 - (iv) any event, act or omission which gives or is likely to give rise to any material liability of any of our Company, our Controlling Shareholders, our executive Directors or non-executive Directors (together, the “Warrantors”) under the Hong Kong Underwriting Agreement; or
 - (v) any material adverse effect or development involving a prospective material adverse effect on the conditions, assets, liabilities, business affairs, prospects, profits, losses or the financial or trading position or performance or otherwise of our Company or any other member of our Group; or
 - (vi) that any warranties under the Hong Kong Underwriting Agreement is/or would be when repeated untrue, incorrect or misleading in any respect; or
 - (vii) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares is refused or not granted, other than subject to customary conditions, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or

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- (viii) that our Company withdraws any of the Offer Documents (and any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or the Global Offering; or
 - (ix) that any person (other than the Sole Sponsor, the Joint Global Coordinators, and any of the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to being named in any of the Offer Documents or to the issue of any of the Offer Documents; or
- (B) there develops, occurs, exists or comes into effect:
- (i) any event, or series of events, in the nature of force majeure (including, without limitation, acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, earthquake, nuclear leakage, volcanic eruption, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases or epidemics (including, without limitation, Severe Acute Respiratory Syndrome, Avian influenza (H5N1, H7N9 or H10N8), swine flu (H1N1) or such related or mutated forms or interruption or delay in transportation); or
 - (ii) any change or development involving a prospective change, or any event or series of events likely to result in or represent any change or development involving prospective change, in local, regional, national, international, financial, economic, political, military, industrial, fiscal, currency, regulatory or market conditions (including without limitation conditions in any stock or bond markets, money and foreign exchange markets and inter-bank markets, any moratorium, suspension or restriction on trading in securities generally on the Hong Kong Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Tokyo Stock Exchange, the London Stock Exchange or the Shanghai Stock Exchange, or a material fluctuation in the exchange rate of the Hong Kong dollar against any foreign currency, or any interruption in monetary or trading or securities settlement or clearance services or procedures in or affecting Hong Kong or anywhere in the world or any other material development relating to the Hong Kong dollar or Renminbi); or
 - (iii) any new law or change or development involving a prospective change in existing Laws 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 of Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Singapore, the Cayman Islands, the British Virgin Islands or any other jurisdictions relevant to any member of our Group (together, the “Specific Jurisdictions”); or

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- (iv) any general moratorium on commercial banking activities in Hong Kong, New York, Japan, London, the European Union (or any member thereof) or the PRC declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in any of the Specific Jurisdictions; or
- (v) the imposition of economic sanctions, in whatever form, directly or indirectly, by or for or on any of the Specific Jurisdictions; or
- (vi) (a) any change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment laws in any of the Specific Jurisdictions, or (b) any change or development involving a prospective change in taxation in any Specific Jurisdiction adversely affecting an investment in the Shares; or
- (vii) any change or development involving a prospective change relating to, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in this prospectus; or
- (viii) any litigation or claim being threatened or instigated against any member of our Group or any Warrantors or any contravention of the Predecessor Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance, any law or any provision of the Hong Kong Listing Rules by any member of our Group or any Warrantor; or
- (ix) a Director 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 chairman or chief executive officer or chief financial officer of our Company or any Director vacating his or her office; or
- (xi) the commencement by any governmental, regulatory or political body or organisation of any public action against a Director in his or her capacity as such or an announcement by any governmental, regulatory or political body or organisation that it intends to take any such action; or
- (xii) a government or regulatory prohibition on our Company for whatever reason from allotting the Offer Shares (including the Shares to be issued pursuant to the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiii) non-compliance of this prospectus, the preliminary offering circular, the final offering circular (or any other documents used in connection with the subscription and purchase of the Offer Shares) or any respect of the Global Offering with the Hong Kong Listing Rules or any other applicable laws; or

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- (xiv) the issue or requirement to issue by our Company of a supplementary prospectus (or any other documents used in connection with the subscription or sale of the Offer Shares) pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Hong Kong Listing Rules; or
- (xv) a valid demand by any creditor for repayment or payment of any 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
- (xvi) 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
- (xvii) a petition or an order 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 to take over all or 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,

which in each case or in aggregate in the sole and absolute opinion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (a) is or will have or is likely to or could be expected to have a materially adverse effect; or
- (b) has or will have or is likely to or could be expected to have a material adverse effect on the success of the Global Offering; or
- (c) makes or will make or is likely to or could be expected to make it inadvisable, inexpedient or impracticable, for the Hong Kong Public Offering and/or the Global Offering to proceed or the delivery of the Offer Shares on the terms and in the manner contemplated by the Offer Documents to be made; or
- (d) has or will have or is likely to or could be expected to have the effect of making any part of the Hong Kong Underwriting Agreement, the International Underwriting Agreement or the Price Determination Agreement (including underwriting), the Hong Kong Public Offering and/or the Global Offering incapable of performance or implementation envisaged.

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Undertakings to the Hong Kong Stock Exchange under the Hong Kong Listing Rules

(A) Undertaking by us

Under Rule 10.08 of the Hong Kong Listing Rules, we have undertaken to the Hong Kong Stock Exchange that we will not issue any further Shares or securities convertible into our equity securities (whether or not of a class already listed) or enter into any agreement to such issue within six months from the Listing Date (whether or not such issue of Shares or our securities will be completed within six months from the Listing Date), except under the Global Offering for the circumstances provided under Rule 10.08 of the Hong Kong Listing Rules.

(B) Undertaking by the Controlling Shareholders

Pursuant to Rule 10.07 of the Hong Kong Listing Rules, the Controlling Shareholders have undertaken to the Hong Kong 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 shareholdings 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, interests or encumbrances, they would cease to be our Controlling Shareholders.

Pursuant to Note 3 to Rule 10.07(2) of the Hong Kong Listing Rules, the Controlling Shareholders have undertaken to the Hong Kong Stock Exchange and to our Company that within the period commencing on the date by reference to which disclosure of their shareholdings 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 favour of an authorised institution (as defined in the Banking Ordinance (Chapter 155 of the laws of Hong Kong)) for a bona fide commercial loan pursuant to Note 2 to Rule 10.07(2) of the Hong Kong 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.

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

Undertakings under the Hong Kong Underwriting Agreement

(A) *Undertaking by us*

We have undertaken to the Sole Sponsor, the Joint Global Coordinators, and the Hong Kong Underwriters that except pursuant to the Global Offering at any time after the date of the Hong Kong Underwriting Agreement up to and including the date falling six months after the Listing Date (the “First Six Months Period”), we will 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 Hong Kong Listing Rules:

- (i) offer, accept subscription for, pledge, lend, assign, mortgage, charge, allot, issue, sell, contract to allot, issue or 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, or repurchase, any of the Shares or other securities of our Company or any securities convertible into or exercisable or exchangeable for or that represent the right to receive, or interests in, the Shares or other securities of our Company or any derivatives with the Shares or such other securities as underlying securities; or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such share capital or securities or any interest therein; or
- (iii) enter into any transaction with the same economic effect as any transaction described in Clauses (i) or (ii) above,

whether any of the foregoing transactions described above is to be settled by delivery of share capital or such other securities, in cash or otherwise or publicly disclose that our Company will or may enter into any transaction described above. We further agree that, in the event of an issue or disposal of any Shares or any interest therein during the period of six months immediately following the expiry of the First Six Months Period, we will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of our Company will, create a disorderly or false market for any Shares or other securities of our Company.

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(B) Undertaking by the Controlling Shareholders

Pursuant to the Hong Kong Underwriting Agreement, each of the Controlling Shareholders has jointly and severally undertaken to each of our Company, the Sole Sponsor, the Joint Global Coordinators, and the Hong Kong Underwriters that:

- (i) at any time after the date of the Hong Kong Underwriting Agreement up to and including the date falling twelve months after the Listing Date, he/it shall not, and shall procure that the relevant registered holder(s) and his/its associates and companies controlled by him/it and any nominee or trustee holding in trust for him/it shall not, without the prior written consent of the Joint Global Coordinators and unless as a result of any exercise of the Over-allotment Option or otherwise in compliance with the requirements of the Hong Kong Listing Rules, (a) offer, pledge, charge, sell, contract to 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, any of the Shares or any securities convertible into or exercisable or exchangeable for, or that represent the right to receive any such Shares or such securities (together, 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, whether any of the foregoing transactions is to be settled by delivery of Shares or such other securities, in cash or otherwise; (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; and
- (ii) he/it shall, and shall procure that his/its associates and companies controlled by and nominees or trustees holding in trust for him/it shall, comply with all the restrictions and requirements under the Hong Kong Listing Rules on the sale, transfer or disposal by him/it or by the registered holder controlled by him/it of any Shares.

Undertakings by other Shareholders

Each of (i) Hubei Science & Technology Investment and Technology Investment Hong Kong, (ii) Mr. Tse Shing Ming and Qianbao BVI, and (iii) Hengxin PTC has respectively undertaken to each of our Company, the Sole Sponsor, the Joint Global Coordinators and the Hong Kong Underwriters that:

- (i) at any time after the date of the Hong Kong Underwriting Agreement up to and including the date falling twelve months after the Listing Date, they shall not, and shall procure that the relevant registered holder(s) and their associates and companies controlled by them and any nominee or trustee holding in trust for them shall not, without the prior written consent of the Joint Global Coordinators and unless as a result of any exercise of the Over-allotment Option or otherwise in

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compliance with the requirements of the Hong Kong Listing Rules, (a) offer, pledge, charge, sell, contract to 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, any of the Shares or any securities convertible into or exercisable or exchangeable for, or that represent the right to receive any such Shares or such securities (together, 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, whether any of the foregoing transactions is to be settled by delivery of Shares or such other securities, in cash or otherwise; (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; and

- (ii) they shall, and shall procure that their associates and companies controlled by and nominees or trustees holding in trust for them shall, comply with all the restrictions and requirements under the Hong Kong Listing Rules on the sale, transfer or disposal by them or by the registered holder controlled by them of any Shares.

THE INTERNATIONAL OFFERING

In connection with the International Offering, it is expected that our Company and our Controlling Shareholders will enter into the International Underwriting Agreement with the International Underwriters. Under the International Underwriting Agreement, it is expected that the International Underwriters would, subject to certain conditions, severally and not jointly, agree to subscribe for or purchase, or to procure subscribers to subscribe for or purchasers to purchase, their respective applicable proportions (set out in the International Underwriting Agreement) of the International Offer Shares being offered pursuant to the International Offering.

Under the International Underwriting Agreement, our Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Joint Global Coordinators (on behalf of the International Underwriters) at any time from the Listing Date until Sunday, April 20, 2014, being the 30th day after the date expected to be the last day for the lodging of applications under the Hong Kong Public Offering, to require our Company to allot and issue up to 150,000,000 additional Shares, representing 15% of the number of Offer Shares initially available under the Global Offering. These Shares will be sold at the Offer Price per Share (plus brokerage of 1%, SFC transaction levy of 0.003% and Hong Kong Stock Exchange trading fee of 0.005% of the Offer Price) and will be for the purpose of covering over-allocations, if any, in the International Offering. An announcement will be made in the event that the Over-allotment Option is exercised.

It is expected that the International Underwriting Agreement will be conditional on and subject to, among other things, the Hong Kong Underwriting Agreement having been executed, becoming unconditional and not having been terminated.

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TOTAL COMMISSIONS AND EXPENSES

The Underwriters will receive an underwriting commission of 2.75% of the aggregate Offer Price of all the Offer Shares (including the Shares to be issued pursuant to the Over-allotment Option, if any). For unsubscribed Hong Kong Public Offer Shares reallocated to the International Offering, the underwriting commission will not be paid to the Hong Kong Underwriters but will instead be paid, at the rate applicable to the International Offering, to the International Underwriters in accordance with the International Underwriting Agreement. In addition, our Company may, at our sole discretion, pay to the Underwriters an incentive fee at the rate of 0.75% of the aggregate Offer Price of all the Offer Shares.

The aggregate underwriting commission and fees, together with listing fees, SFC transaction levy, the Hong Kong Stock Exchange trading fee, legal and other professional fees, and printing and other expenses relating to the Global Offering payable by us are estimated to amount to approximately HK\$88.3 million, assuming an Offer Price of HK\$0.96 per Share, being the mid-point of the proposed Offer Price range of HK\$0.83 to HK\$1.09, and the Over-allotment Option is not exercised.

UNDERWRITERS' INTERESTS 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 or options (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

SPONSOR'S INDEPENDENCE

The Sole Sponsor satisfies the independence criteria applicable to sponsors as set out in Rule 3A.07 of the Hong Kong Listing Rules.