

SHARE CAPITAL

AUTHORISED AND ISSUED SHARE CAPITAL

The following is a description of the authorised and issued share capital of our Company in issue and to be issued as fully paid or credited as fully paid immediately following the completion of the Capitalisation Issue and [REDACTED]:

Authorised Share Capital

<i>Number of Shares</i>	<i>Aggregate nominal value of Shares (HK\$)</i>
<u>10,000,000,000</u>	<u>100,000,000</u>

Issued Share Capital

Assuming that the [REDACTED] is not exercised at all and without taking into account any Shares which may be issued upon the exercise of any options granted under the [REDACTED] Share Option Scheme or options which may be granted under the Share Option Scheme, the issued share capital of our Company immediately following the completion of the [REDACTED] will be as follows:

<i>Number of Shares</i>	<i>Description of Shares</i>	<i>Aggregate nominal value of Shares (HK\$)</i>
78,000	Shares in issue as at the date of this document	780
[REDACTED]	Shares to be issued under the [REDACTED]	[REDACTED]
[REDACTED]	Shares to be issued under the [REDACTED] (excluding any shares which may be issued under the [REDACTED])	[REDACTED]
<u>[REDACTED]</u>	Shares in total	<u>[REDACTED]</u>

SHARE CAPITAL

Assuming that the [REDACTED] is exercised in full and without taking into account any Shares which may be issued upon the exercise of any options granted under the [REDACTED] Share Option Scheme or options which may be granted under the Share Option Scheme, the issued share capital of our Company immediately following the completion of the [REDACTED] will be as follows:

<i>Number of Shares</i>	<i>Description of Shares</i>	<i>Aggregate nominal value of Shares (HK\$)</i>
78,000	Shares in issue as at the date of this document	780
[REDACTED]	Shares to be issued under the [REDACTED]	[REDACTED]
[REDACTED]	Shares to be issued under the [REDACTED] and the [REDACTED]	[REDACTED]
<u>[REDACTED]</u>	Shares in total	<u>[REDACTED]</u>

[REDACTED] Share Option Scheme and Share Option Scheme

As at the Latest Practicable Date, 8,000,000 share options to subscribe for an aggregate of 8,000,000 Shares were granted under the [REDACTED] Share Option Scheme and no share option has been granted under the Share Option Scheme. Please refer to the paragraph headed “D. Share Option Schemes” of Appendix V to this document for further details of the [REDACTED] Share Option Scheme and the Share Option Scheme.

ASSUMPTIONS

The above tables assume that the [REDACTED] has become unconditional. The above tables also do not take into account any Shares which may be issued or repurchased by us under the general mandates granted to our Directors as referred to below.

RANKING

The [REDACTED] will rank *pari passu* in all respects with all Shares now in issue or to be issued as mentioned in this document, and will qualify and rank equally for all dividends or other distributions declared, made or paid on the Shares on a record date which falls after the date of this document except with respect to entitlements under the Capitalisation Issue.

CIRCUMSTANCES UNDER WHICH GENERAL MEETINGS ARE REQUIRED

There are certain circumstances where annual meetings or extraordinary general meetings of our Company are required under our Articles and the Listing Rules. A general summary of such circumstances are set out below:

- an annual general meeting of our Company must be held in each year, other than the year of adoption of the Articles (within a period of not more than 15 months after the holding of the last preceding annual general meeting or a period of 18 months from the date of adoption of the Articles, unless a longer period would not infringe the rules of any Designated Stock Exchange (as defined in the Articles)) at such time and place as may be determined by our Board.

SHARE CAPITAL

- our Board may, at its discretion, call extraordinary general meetings. However, any one or more members holding at the date of deposit of the requisition not less than one-tenth of the paid up capital of our Company carrying the right of voting at general meetings of our Company (the “**requisitionist**”) shall have the right, by written requisition to our Board or the secretary of our Company, to require an extraordinary general meeting to be called by our Board for the transaction of any business specified in such requisition; and such meeting shall be held within two months after the deposit of such requisition. If within 21 days of such deposit our Board fails to proceed to convene such meeting the requisitionist(s) himself/herself/itself/themselves may do so in the same manner, and all reasonable expenses incurred by the requisitionist(s) as a result of the failure of our Board shall be reimbursed to the requisitionist(s) by our Company.

Other than the above circumstances, certain corporate actions may require the approval of members, which would be obtained at a general meeting. For details, please refer to “Summary of the Constitution of our Company and Cayman Companies Law” in Appendix IV to this document.

GENERAL MANDATE TO ISSUE SHARES

Subject to the [REDACTED] becoming unconditional, our Directors have been granted a general unconditional mandate to allot, issue and deal with Shares with a total nominal value of not more than the sum of:

- 20% of the aggregate nominal value of Shares in issue immediately following completion of the Capitalisation Issue and the [REDACTED] (assuming the [REDACTED] is not exercised at all and without taking into account any Shares which may be issued upon the exercise of any options granted under the [REDACTED] Share Option Scheme or options which may be granted under the Share Option Scheme); and
- the aggregate nominal value of Shares repurchased by us under the authority referred to in “– General Mandate to Repurchase Shares” below.

This general mandate to issue Shares will expire at the earliest of:

- the conclusion of the next annual general meeting of our Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions; or
- the expiration of the period within which our Company’s next annual general meeting is required by the memorandum and articles of association of our Company or any other applicable laws to be held; or
- the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

Please refer to “A. Further Information about Our Group – 3. Resolutions of the Shareholders of Our Company” in Appendix V to this document for further details of this general mandate to allot, issue and deal with Shares.

GENERAL MANDATE TO REPURCHASE SHARES

Subject to the [REDACTED] becoming unconditional, our Directors have been granted a general unconditional mandate to exercise all the powers of our Company to repurchase our own securities with nominal value of up to 10% of the aggregate nominal value of our Shares in issue immediately following the completion of the Capitalisation Issue and the [REDACTED] (assuming the [REDACTED] is not exercised at all and without taking into account any Shares which may be issued upon the exercise of any options granted under the [REDACTED] Share Option Scheme or options which may be granted under the Share Option Scheme).

SHARE CAPITAL

The repurchase mandate only relates to repurchases made on the Stock Exchange, or on any other stock exchange on which our Shares are listed (and which are recognised by the SFC and the Stock Exchange for this purpose), and which are in accordance with the Listing Rules. A summary of the relevant Listing Rules is set out in “A. Further Information about Our Group – 5. Repurchase of Our Own Securities” in Appendix V to this document.

This general mandate to repurchase Shares will expire at the earliest of:

- the conclusion of the next annual general meeting of our Company unless renewed by an ordinary resolution of our Shareholders in a general meeting, either unconditionally or subject to conditions; or
- the expiration of the period within which our Company’s next annual general meeting is required by the memorandum and articles of association of our Company or any other applicable laws to be held; or
- the date when it is varied or revoked by an ordinary resolution of our Shareholders in general meeting.

Please refer to “A. Further Information about Our Group – 3. Resolutions of the Shareholders of our Company” in Appendix V to this document for further details of the Repurchase Mandate.