

## **HONG KONG UNDERWRITERS**

### **Joint Lead Managers** *(in alphabetical order)*

BOCI Asia Limited

CITIC Securities Corporate Finance (HK) Limited

Deutsche Bank AG, Hong Kong Branch

Goldman Sachs (Asia) L.L.C.

ICBC International Securities Limited

### **Co-lead managers** *(in alphabetical order)*

Emperor Securities Limited

Guotai Junan Securities (Hong Kong) Limited

### **Co-managers** *(in alphabetical order)*

CAF Securities Company Limited

CIMB Securities Limited

Grand Investment (Securities) Limited

United Simsen Securities Ltd.

## **INTERNATIONAL UNDERWRITERS**

### **Joint Lead Managers** *(in alphabetical order)*

BOCI Asia Limited

CITIC Securities Corporate Finance (HK) Limited

Deutsche Bank AG, Hong Kong Branch

Goldman Sachs (Asia) L.L.C.

ICBC International Securities Limited

### **Co-lead managers** *(in alphabetical order)*

Daiwa Securities SMBC Hong Kong Limited

Emperor Securities Limited

Guotai Junan Securities (Hong Kong) Limited

### **Co-manager**

Mizuho Securities Asia Limited

## **UNDERWRITING ARRANGEMENTS AND EXPENSES**

### **Hong Kong Public Offer**

We, the Controlling Shareholders, the Hong Kong Underwriters and the Joint Global Coordinators, among others, entered into the Hong Kong Underwriting Agreement on November 11, 2009. As described in the 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 Global Coordinators, on behalf of the Underwriters, and us agreeing to the Offer Price), the Hong Kong Underwriters have agreed severally 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 Offer on the terms and subject to the conditions of this prospectus and the Application Forms.

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Underwriting Agreement having been signed and becoming unconditional.

***Grounds for termination***

The Joint Global Coordinators (acting for themselves and on behalf of all of the Hong Kong Underwriters) shall, if acting unanimously, have the absolute right by giving notice in writing to us, to terminate the Hong Kong Underwriting Agreement with immediate effect if, at any time prior to 8:00 a.m. on the Listing Date:

- (a) there shall develop, occur, exist or come into force:
  - (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, legal, economic, currency market, credit, fiscal or regulatory or market matters or conditions (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets, credit 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, the PRC, Japan, the Cayman Islands, the British Virgin Islands, the United States, the United Kingdom, the European Union (or any member thereof), or any other jurisdiction relevant to the Group or the Global Offering (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 (including, without limitation, acts of government, outbreak or escalation of hostilities whether or not war is or has been actually declared or threat of hostilities, state of emergency, strikes, lock-outs, lockdown of airspace and other modes of transportation, fire, explosion, flooding, earthquake, 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 without limitation Severe Acute Respiratory Syndrome, H5N1 and H1N1) 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) or other state of emergency or calamity or crisis in or affecting any of the Relevant Jurisdictions; or
  - (v) (A) any moratorium, restriction, suspension or limitation on trading in securities generally on the Hong Kong Stock Exchange, the New York Stock Exchange, the Nasdaq, the London Stock Exchange, Euronext, the Shanghai Stock Exchange or the Tokyo Stock Exchange or (B) a general moratorium on commercial banking activities in any of the Relevant Jurisdictions declared by the relevant authorities, or a disruption in commercial banking activities or foreign exchange trading or securities settlement or clearance services procedures or matters in or affecting any of the Relevant Jurisdictions; or

## UNDERWRITING

- (vi) any change or development or event involving a prospective change or event or series of events resulting or likely to result in any change or development in taxation or exchange controls (or the implementation of any exchange control), currency exchange rates or foreign investment regulations in any of the Relevant Jurisdictions; or
- (vii) imposition of any economic sanction or withdrawal of trading privileges, in whatever form, directly or indirectly against any of the Relevant Jurisdictions;
- (viii) any change or development or event involving a prospective change in the assets, liabilities, profit, losses, performance, condition, business, properties, financial, earnings, trading position or prospects of the Company and its subsidiaries as a whole or affecting an investment in the Shares; or
- (ix) the commencement by any judicial, law enforcement agency or regulatory or governmental or political body or organization of any public action against a Director or an announcement by any judicial or regulatory body or organization that it intends to take any such action; or
- (x) a petition is presented for the winding up or liquidation of the Company or any of its subsidiaries, or the Company or any of its subsidiaries makes any compromise or arrangement with its creditors or enter into a scheme of arrangement or any resolution is passed for the winding-up of the Company or any of its subsidiaries or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of the Company or of any of its subsidiaries or anything analogous thereto occurs in respect of the Company or any of its subsidiaries; or
- (xi) a valid demand by any creditor for repayment or payment of any of the indebtedness of the Company or any of its subsidiaries or in respect of which the Company or any of its subsidiaries is liable prior to its stated maturity, or any loss or damage sustained by the Company or any of its subsidiaries (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (xii) any litigation or claim being threatened or instigated against the Company, any of its subsidiaries or the Controlling Shareholders; or
- (xiii) the chairman and chief executive officer of the Company vacating his office; or
- (xiv) a contravention by any member of the Group of the Listing Rules or applicable laws; or
- (xv) a prohibition by any judicial, regulatory or governmental authority or any stock exchange on the Company for whatever reason from issuing, allotting, offering or selling the Shares pursuant to the terms of the Global Offering; or
- (xvi) the issue or requirement to issue by the Company of any supplement or amendment to Prospectus (or to 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 Stock Exchange and/or the SFC (other than any supplement or amendment to this prospectus in connection with the Offer Price and/or expected timetable of the Global Offering approved by the Joint Global Coordinators (acting for themselves and on behalf of all the Hong Kong Underwriters)); or
- (xvii) any executive 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,

and which, in any such case and in the sole opinion of the Joint Global Coordinators acting unanimously (for each of itself and on behalf of the other Hong Kong Underwriters),

- (A) is or will be or is likely to have a material adverse effect, whether directly or indirectly, on the business, management or financial or trading position, results of operation or prospects of the Company or its subsidiaries; or

## UNDERWRITING

- (B) has or will have or is likely to have a material adverse effect on the pricing, marketability, level of applications or interest in or success of the Global Offering and/or makes it impracticable or inadvisable for any part of the Hong Kong Underwriting Agreement, the Hong Kong Public Offer or the Global Offering to be performed or implemented as envisaged; or
  - (C) makes or will or is likely to make it impracticable, inadvisable, inexpedient or commercially not viable to (A) for the Hong Kong Underwriting Agreement to be performed; or (B) proceed with the Hong Kong Public Offer and/or the Global Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by this prospectus; or
- (b) there has come to the notice of the Joint Global Coordinators or any of the Hong Kong Underwriters after the date of the Hong Kong Underwriting Agreement:
- (i) that any statement contained in this prospectus or the Application Forms, the formal notice required under Rule 12.02 of the Listing Rules to be published in connection with the Hong Kong Public Offering or any announcements in the agreed form issued by the Company in connection with the Hong Kong Public Offer (including any supplement or amendment thereto) was or has or may become untrue or incorrect or misleading in a material respect or that any forecast, expression of opinion, intention or expectation contained in this prospectus and the Application Forms and/or any announcements issued by the Company in connection with the Hong Kong Public Offer (including any supplement or amendment thereto) is not fair and honest in any material respect and, by reference to the circumstances existing at the time this prospectus, the Application Forms and/or announcements were issued, is not based on reasonable assumptions, when taken as a whole; or
  - (ii) any matter has arisen or has been discovered which, had it arisen immediately before the date of this prospectus and not having been disclosed in this prospectus, which would or might constitute a material omission in the context of the Global Offering; or
  - (iii) any of the warranties given by the Company and the Controlling Shareholders as set out in the Hong Kong Underwriting Agreement or the International Underwriting Agreement is (or would when repeated be) untrue, inaccurate or misleading or having been breached; or
  - (iv) any matter, event, act or omission which gives or is likely to give rise to any material liability of the Company or the Controlling Shareholders out of or in connection with any breach, inaccuracy and/or incorrectness of the warranties as set out in the Hong Kong Underwriting Agreement and/or pursuant to the indemnities given by the Company, the Controlling Shareholders or any of them under such agreement; or
  - (v) any material breach of any of the obligations or undertakings of the Company and the Controlling Shareholders under the Hong Kong Underwriting Agreement or the International Underwriting Agreement; or
  - (vi) any material adverse change or prospective adverse change in the condition, business, assets and liabilities, properties, results of operations, in the financial or trading position or prospects of the Company and/or its subsidiaries as a whole; or
  - (vii) the Company withdraws this prospectus, the Application Forms or the Global Offering.

### **International Offer**

In connection with the International Offer, we expect to enter into the International Underwriting Agreement with the Joint Global Coordinators and the International Underwriters, among others. Under the International Underwriting Agreement, the International Underwriters will, subject to certain conditions, severally agree to purchase the International Offer Shares or procure purchasers for the International Offer Shares initially being offered pursuant to the International Offer.

Under the International Underwriting Agreement, we and the Selling Shareholders intend to grant to the International Underwriters the Over-allotment Option, exercisable in whole or in part at one or more times, at the sole and absolute discretion of the Stabilizing Manager on behalf of the International Underwriters from the day on which trading of our Shares commences on the Stock Exchange until 30 days after the last day for lodging of applications under the Hong Kong Public Offer, to require us to allot and issue, and to require the Selling Shareholders to offer, up to an aggregate of 218,700,000 Shares, representing 15% of the number of Offer Shares initially available under the Global Offering, at the Offer Price to cover, among other things, over-allocations in the International Offer, if any. See “Structure of the Global Offering — Over-allotment and Stabilization.”

### **Commission and Expenses**

We will pay the Hong Kong Underwriters a commission of 3% of the aggregate Offer Price payable for the Hong Kong Public Offer Shares initially offered under the Hong Kong Public Offer, out of which they will pay any sub-underwriting commissions. For unsubscribed Hong Kong Public Offer Shares reallocated to the International Offer, we will pay to the International Underwriters an underwriting commission at the rate applicable to the International Offer Shares. We will pay such fee and commission in connection with the International Offer. We will pay the Stock Exchange listing fees, the Stock Exchange transaction levy, certain legal and other professional fees, printing, and other expenses relating to the Global Offering, which are estimated to be approximately HK\$195 million in aggregate (based on the mid-point of the offer price range and assuming the Over-allotment Option is not exercised). We may pay additional fees and expenses relating to specific professional services rendered to their own benefit in connection with the Global Offering.

We have agreed to indemnify the Hong Kong Underwriters for certain losses which they may suffer, including losses arising from the performance of their obligations under the Hong Kong Underwriting Agreement and any breach by us of the Hong Kong Underwriting Agreement. We will agree to indemnify the International Underwriters against certain liabilities, including certain liabilities under the U.S. Securities Act.

### **Underwriting Agreement with BOCI**

We and BOCI have entered into an agreement pursuant to which BOCI agreed to assume, on a fully underwritten basis, an underwriting commitment of US\$60 million worth of the Offer Shares (without taking into account the exercise of the Over-allotment Option). This underwriting commitment will be exercisable only when the Offer Price is being fixed at the lowest point of the indicative Offer Price range disclosed in this prospectus (as may be reduced in accordance with the Listing Rules) and the obligations of the Underwriters under the Underwriting Agreements having become unconditional in accordance with their terms.

## **UNDERTAKINGS GIVEN TO THE STOCK EXCHANGE PURSUANT TO THE LISTING RULES**

### **Undertaking by Us**

Pursuant to Rule 10.08 of the Listing Rules, we have undertaken to the Stock Exchange that no further Shares or securities convertible into our equity securities (whether or not a class already listed) may be issued by us or form the subject of any agreement to such an issue by us 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 commencement of dealing), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules.

### **Undertaking by the Controlling Shareholders**

Pursuant to Rule 10.07(1) of the Listing Rules, each of the Controlling Shareholders has undertaken to the Stock Exchange that except pursuant to the Global Offering, the Stock Borrowing Agreement, the Investors' Share Charge or the Over-allotment Option, it will not, and will procure that

any other registered holder (if any) of our Shares in which any Controlling Shareholder has a beneficial interest will not, without the prior written consent of the Stock Exchange or unless otherwise in compliance with the requirements of the Listing Rules:

- (a) in the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ending on the date which is six months from the date on which dealings in our Shares commence on the Stock Exchange (the “First Six-month Period”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances (other than security, including a charge or a pledge, in favor of an authorized institution for a bona fide commercial loan as permitted under Note (2) to Rule 10.07 of the Listing Rules) in respect of any of our Shares in respect of which it is shown in this prospectus to be issued by us in respect of the Hong Kong Public Offer to be the beneficial owner; (the “Relevant Shares”) and
- (b) in the six month period commencing from the expiry of the First Six-month Period (the “Second Six-month Period”) dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances (other than security, including a charge or a pledge, in favor of an authorized institution for a bona fide commercial loan as permitted under Note (2) to Rule 10.07 of the Listing Rules) in respect of any of the Relevant Shares and to such extent that immediately following such disposal, or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would then cease to be a controlling shareholder of our company.

## **UNDERTAKINGS PURSUANT TO THE HONG KONG UNDERWRITING AGREEMENT**

### **Undertaking by Us**

We undertake to each of the Joint Global Coordinators (acting on behalf of all the Hong Kong Underwriters) that, and the Controlling Shareholders have further undertaken to procure that we will not, without the Joint Global Coordinators’ prior written consent and unless in compliance with the Listing Rules, 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:

- (a) offer, accept subscription for, pledge, charge, allot, issue, sell, mortgage, assign, 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, make any short sale, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, or repurchase, any of our share capital, debt capital or any of our securities or any interest therein (including but not limited to any securities convertible into or exercisable or exchangeable for or that represent the right to receive any such share capital or securities or interest therein);
- (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 such share capital or securities or interest therein;
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) agree or contract to, or publicly announce any intention to enter into, any transaction described in paragraphs (a), (b) or (c) above,

whether any of the foregoing transactions described in paragraphs (a), (b) or (c) above is to be settled by delivery of share capital or such other securities, in cash or otherwise, provided that the foregoing restrictions shall not apply to the issue of Shares by us pursuant to the Global Offering (including upon the exercise of the Over-allotment Option and options that may be granted under the Share Option Scheme).

**Undertaking by the Controlling Shareholders**

Each of the Controlling Shareholders has jointly and severally undertaken to each of us and the Joint Global Coordinators (acting and on behalf of all the Hong Kong Underwriters) that save for the arrangements pursuant to the Stock Borrowing Agreement and the Investors' Share Charge, it will not, and will procure that none of its respective subsidiaries or any nominee or trustee holding in trust for it will, without our prior written consent or that of the Joint Global Coordinators and unless in compliance with the requirements of the Listing Rules in the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ending on the date which is six months from the Listing Date (the "Controlling Shareholders First Lock-up Period"):

- (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 for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any of our share capital, debt capital or other securities or any interest therein held by it (including, but not limited to any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, any such share capital or other securities of the Company or any interest therein), or
- (b) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such share capital; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) and (b) above, whether any of the foregoing transactions is to be settled by delivery of share capital, debt capital or such other securities, in cash or otherwise, or offer to or agree to do any of the foregoing or announce any intention to do so.

In addition, each of the Controlling Shareholders has jointly and severally undertaken to each of us and the Joint Global Coordinators (acting on behalf of all the Hong Kong Underwriters) that, except with the prior written consent of the Joint Global Coordinators, and unless in compliance with the requirements of the Listing Rules, he or she or it will not at any time during the period of six months commencing on the date on which the Controlling Shareholder First Lock-up Period expires (the "Controlling Shareholders Second Lock-up Period"):

- (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, conditionally or unconditionally, any of our share capital, debt capital or other securities or any interest therein held by such Controlling Shareholder (including, but not limited to any securities that are convertible into, exercisable or exchangeable for, or that represent the right to receive, any such share capital or other securities of the Company or any interest therein);
- (b) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such share capital; or
- (c) enter into any transaction with the same economic effect as any transaction described in (a) and (b), whether any of the foregoing transactions are to be settled by delivery of share capital or such other securities, in cash or otherwise, or offer to or agree to do any of the foregoing or announce any intention to do so if, immediately following such transaction, he or it would cease to be the controlling shareholder (as defined in the Listing Rules) of the Company; and

in the event of a disposal by such Controlling Shareholder of any share capital or any interest therein during the Controlling Shareholders Second Lock-up Period, he or she or it will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market for the Shares or other securities of the Company.

Each of the Controlling Shareholders has further undertaken to each of us and the Joint Global Coordinators (for themselves and on behalf of each of the Underwriters) that it will, within the period commencing on the date of this prospectus and ending on the date which is twelve months from the

## UNDERWRITING

Listing Date, immediately inform us and the Joint Global Coordinators (for themselves and on behalf of each of the Underwriters) and the Stock Exchange of:

- (i) any pledges or charges of any Shares or other securities of our company beneficially owned by it and the number of such Shares or other securities so pledged or charged and the purpose for which such pledge or charge is to be created; and
- (ii) any indication received by it, whether verbal or written, from any pledgee or chargee of any Shares or other securities of our company pledged or charged that such Shares or other securities of our company so pledged or charged will be disposed of.

### **Undertaking by the Selling Shareholders**

Each of the Selling Shareholders has undertaken to each of us and the Joint Global Coordinators (for itself and on behalf of the Underwriters) (“the Lockup Undertaking”) that, except pursuant to (A) the Global Offering, (B) the Over-allotment Option, and/or (C) any transfer of any Lock-up Shares by the Selling Shareholders (i) as a *bona fide* gift or gifts to any group company of the Selling Shareholders, provided that the donee or donees thereof agree to be bound in writing by all of the restrictions in the Lock-up Undertaking, (ii) to any group company of the Selling Shareholders, provided that such group company agrees to be bound in writing by all of the restrictions in the Lock-up Undertaking, or (iii) any trust for the direct or indirect benefit of the Selling Shareholders, provided that the trustee of the trust agrees to be bound in writing by all of the restrictions in the Lock-up Undertaking and provided further that any such transfer shall not involve a disposition for value, the Selling Shareholders shall not, without the prior written consent of the Joint Global Coordinators, at any time during the Lock-up Period:

- (i) 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, make any short sale or otherwise transfer or dispose of (nor enter into any agreement to transfer or dispose of or otherwise create any options, rights, interests or encumbrances in respect of), any of the share capital or other securities of the Company or any interest therein (including but not limited to any securities that are convertible or exercisable into or exchangeable for, or that represent the right to receive, any such share capital or other securities of the Company or any interest therein, but excluding the Bonds, since none of the Bonds will be outstanding after Listing Date) held by the Selling Shareholders or with respect to which the Selling Shareholders have beneficial ownership in each case immediately after the completion of the Global Offering (collectively the “Lock-up Shares”); 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 any Lock-up Shares; or
- (iii) enter into any transaction with the same economic effect as any transaction described in (i) or (ii) above; or
- (iv) agree or contract to, or publicly announce any intention to enter into, any transaction described in (i), (ii) or (iii) above, whether any such transaction described in (i), (ii) or (iii) above is to be settled by delivery of Lock-up Shares or such other securities, in cash or otherwise.

### **INDEPENDENCE OF THE JOINT SPONSORS**

Each Joint Sponsor 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.