

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT THE COMPANY

1. Incorporation of the Company

The Company was incorporated in the Cayman Islands under the Companies Law as an exempted company on 10 March 2006. The Company has established a principal place of business in Hong Kong at Units 8-10, 8th Floor, Cornell Centre, 50 Wing Tai Road, Chai Wan, Hong Kong and was registered as an oversea company in Hong Kong under Part XI of the Companies Ordinance on 13 June 2006. In connection with such registration, Mr. Yiu Ho Chi Stephen has been appointed as the agent of the Company for the acceptance of service of process and any notices served on the Company in Hong Kong.

As the Company is incorporated in the Cayman Islands, its operation is subject to the Companies Law and to its constitution which comprises the Memorandum and the Articles. A summary of various parts of the constitution and relevant aspects of the Companies Law is set out in Appendix V to this document.

2. Changes in share capital of the Company

- (a) As at the date of incorporation of the Company, its authorised share capital was HK\$380,000 divided into 38,000,000 Shares of HK\$0.01 each, one of which was issued and allotted nil paid to Reid Services Limited, the subscriber to the memorandum and articles of association of the Company.
- (b) On 10 March 2006, Reid Services Limited transferred the one nil paid subscriber's share to Perfect Group at a consideration of HK\$0.01.
- (c) Pursuant to the Reorganisation and as consideration for the acquisition by the Company of 1 ordinary share of US\$1.00 each in the issued capital of Jumbo Match, on 30 March 2006, 8,964 Shares, all credited as fully paid, were issued and allotted to Perfect Group. In addition, the Company credited as fully paid at par the one nil paid Share then held by Perfect Group on 30 March 2006.
- (d) On 30 May 2006, pursuant to a subscription agreement (as supplemented by a supplemental agreement dated 21 December 2007) entered into between, inter alia, the Company and Rich Growth (as investor) and dated 16 May 2006, the Company issued and allotted 1,035 Shares, all credited as fully paid, to Rich Growth at a consideration of HK\$23,280,000.
- (e) On 5 November 2008, Rich Growth exercised the put option provided in the subscription agreement mentioned in paragraph (d) above to sell the 1,035 Shares to Perfect Group at a consideration of HK\$26,073,600. On 5 December 2008, the 1,035 Shares were transferred to Perfect Group at such consideration.

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- (f) On [5 February 2009], the sole Shareholder resolved to increase the authorised share capital of the Company from HK\$380,000 to HK\$20,000,000 by the creation of an additional 1,962,000,000 Shares.
- (g) [●].
- (h) Save as mentioned above, there has been no alteration in the share capital of the Company.

3. Written resolutions of the sole Shareholder passed on [5 February] 2009

By written resolutions of the sole Shareholder passed on [5 February] 2009:

- (a) the Company approved and adopted a new Memorandum and the Articles;
- (b) the authorised share capital of the Company was increased from HK\$380,000 into HK\$20,000,000 by creation of an additional 1,962,000,000 Shares of HK\$0.01 each, each ranking pari passu with the Shares in issue;
- (c) [●];
- (d) a general unconditional mandate was given to the Directors to allot, issue and deal with, otherwise than by way of rights or an issue of Shares pursuant to the exercise of any options which may be granted under the Share Option Scheme or any other share scheme of the Company or any shares of the Company allotted in lieu of the whole or part of a dividend on shares of the Company in accordance with the Memorandum and the Articles or pursuant to a specific authority granted by the shareholders of the Company, Shares with an aggregate nominal value not exceeding 20% of the aggregate nominal value of the share capital of the Company in issue such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Memorandum and the Articles or the Companies Law or any other applicable laws of the Cayman Islands to be held; and
 - (iii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting;

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- (e) an explanatory statement relating to the repurchase mandate was approved and a general unconditional mandate (the "Repurchase Mandate") was given to the Directors authorising them to exercise all powers of the Company to repurchase as will represent up to 10% of the aggregate of the nominal value of the share capital of the Company in issue such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Memorandum and the Articles or the Companies Law or any other applicable laws of the Cayman Islands to be held; and
 - (iii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting; and
- (f) the general unconditional mandate mentioned in sub-paragraph (d) above was extended by the addition to the aggregate nominal value of the share capital of the Company which may be allotted or agreed to be allotted by the Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of the Company repurchased by the Company pursuant to the mandate to repurchase Shares referred to in sub-paragraph (e) above, provided that such extended amount shall not exceed 10% of the aggregate nominal value of the share capital of the Company in issue.

4. Corporate reorganisation

The Group underwent the following restructuring:

- (a) the Company was incorporated on 10 March 2006.
- (b) On 10 March 2006, 1 Share was issued and allotted nil paid to Reid Services Limited and was transferred to Perfect Group on the same date.
- (c) On 9 September 2005, Jumbo Match was incorporated in the BVI with limited liability with an authorised capital of US\$50,000 divided into 50,000 shares of US\$1.00 each. On 10 September 2005, 1 share in Jumbo Match was issued and allotted by Jumbo Match to Davis Nominees Limited, the subscriber of Jumbo Match.
- (d) On 7 March 2006, Davies Nominees Limited transferred 1 share in Jumbo Match to Perfect Group at a consideration of US\$1.

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- (e) On 30 March 2006, pursuant to the agreement referred to in item (a), and the instrument of transfer and bought and sold notes referred to in items (b) and (c) of the paragraph headed "Summary of material contracts" in this Appendix, City Clock Limited transferred 900,000 shares of HK\$1.00 each in Wah Ming, representing 45% shareholding in Wah Ming, to Grand View. As consideration of the aforesaid transfer of shares, Grand View issued and allotted 150 shares of US\$1.00 each, credited as fully paid, each to Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam, who respectively held 34 shares, 33 shares and 33 shares of US\$1.00 each in City Clock Limited (in aggregate being the entire issued share capital of City Clock Limited).
- (f) On 30 March 2006, pursuant to the sale and purchase agreement referred to in item (d) and the instruments of transfer referred to in items (e) and (f) of the paragraph headed "Summary of material contracts" in this Appendix, Mr. Chong and Mr. Chong Wa Pan transferred 10,800,000 shares and 2,700,000 shares of US\$1.00 each in Come Sure Holdings (in aggregate being the entire issued share capital of Come Sure Holdings) respectively to Jumbo Match. As consideration of the aforesaid transfers of shares, Perfect Group, being the then 100% holding company of Jumbo Match, issued and allotted 7,902 shares and 1,976 shares of US\$1.00 each, credited as fully paid, respectively to Mr. Chong and Mr. Chong Wa Pan.
- (g) On 30 March 2006, pursuant to the sale and purchase agreement referred to in item (g) and the instruments of transfer referred to in items (h), (i), (j) and (k) of the paragraph headed "Summary of material contracts" in this Appendix, Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam transferred 550 shares, 150 shares, 150 shares and 150 shares of US\$1.00 each in Grand View (in aggregate being the entire issued share capital of Grand View) respectively to Jumbo Match. As consideration of the aforesaid transfers of shares, Perfect Group, being the then 100% holding company of Jumbo Match, issued and allotted 67 shares, 18 shares, 18 shares and 18 shares of US\$1.00 each, credited as fully paid, respectively to Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam.
- (h) On 30 March 2006, pursuant to the sale and purchase agreement referred to in item (l) and the instrument of transfer referred to in item (m) of the paragraph headed "Summary of material contracts" in this Appendix, Perfect Group transferred 1 share of US\$1.00 each in Jumbo Match (being the entire issued share capital of Jumbo Match) to the Company. As consideration of the aforesaid transfer of share, the Company (i) issued and allotted 8,964 Shares, credited as fully paid, to Perfect Group and (ii) credit as fully paid the 1 nil paid share held by Perfect Group.

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- (i) On 6 October 2006, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam transferred 1,994, 18 and 18 shares respectively in Perfect Group to Mr. Chong for nominal considerations.
- (j) In order to streamline the corporate structure of the Group, on 28 November 2006, pursuant to the instrument of transfer and bought and sold notes referred to in items (o) and (p) of the paragraph headed "Summary of material contracts" in this Appendix, Come Sure Holdings transferred 1,000,000 shares of HK\$1.00 each in Century Shiny (being the entire issued share capital of Century Shiny) to Mr. Chong at a consideration of HK\$865,492.89.
- (k) In order to streamline the corporate structure of the Group, on 28 November 2006, pursuant to the instrument of transfer and bought and sold notes referred to in items (q) and (r) of the paragraph headed "Summary of material contracts" in this Appendix, Come Sure Holdings transferred 1,000,000 shares of HK\$1.00 each in China Apex (being the entire issued share capital of China Apex) to Mr. Chong at a consideration of HK\$776,328.83.
- (l) On 13 August 2007, pursuant to the instrument of transfer and bought and sold notes referred to in items (s) and (t) of the paragraph headed "Summary of material contracts" in this Appendix, Mr. Chong transferred 10,000 shares of HK\$1.00 each in Bright Leader Holdings (being the entire issued capital of Bright Leader Holdings) to Jumbo Match at a consideration of HK\$10,000.
- (m) On 18 March 2008, pursuant to the instrument of transfer and bought and sold notes referred to in items (u) and (v) of the paragraph headed "Summary of material contracts" in this Appendix, GNL08 Limited transferred 1 share of HK\$1.00 (being the subscriber share) in Keen Rise to Jumbo Match at a consideration of HK\$1.00.
- (n) On 5 December 2008, Rich Growth transferred 1,035 Shares to Perfect Group at a consideration of HK\$26,073,600.
- (o) On [2 February 2009], pursuant to the sale and purchase agreement, instrument of transfer, bought and sold notes and assignment of shareholder's loan in items (bb), (cc), (dd) and (ee) of the paragraph headed "Summary of material contracts" in this appendix, Mr. Chong transferred 1,000,000 Shares of HK\$1.00 in Century Shiny (being the entire issued share capital of Century Shiny) to Jumbo Match at a consideration of approximately HK\$[865,000], which was equivalent to the consideration received from Mr. Chong when the Group disposed of Century Shiny to Mr. Chong in November 2006 together with a shareholders loan in the amount of approximately HK\$[28,395,000] at cost.

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- (p) On [3 February] 2009 Mr. Chong transferred 10,000 shares in Perfect Group (being the entire issued share capital of Perfect Group) to Jade City Assets Limited, which is a wholly-owned subsidiary of HSBC International Trustee Limited as trustee of the CHONG Family Trust.

5. Changes in share capital of subsidiaries

The subsidiaries of the Company are listed in the Accountants' Report set out in Appendix I to this document. In addition to the alterations described in paragraph 4 above, the following changes in share capital of each of the subsidiaries of the Company took place within the two years immediately preceding the date of this document:

Come Sure Shenzhen

- (a) On 25 September 2007, Come Sure Shenzhen received its increased registered capital of HK\$48,500,000.00.

On 17 December 2007, Come Sure Shenzhen received its increased registered capital of HK\$52,980,000.00.

Bright Leader Shenzhen

- (b) On 27 July 2007, Bright Leader Shenzhen was established in the PRC as a wholly foreign owned enterprise with a registered capital of RMB15,000,000. As at the Latest Practicable Date, [RMB13,000,000 has been paid up].

Keen Rise

- (c) On 18 March 2008, GNL08 Limited transferred 1 share of HK\$1.00 (being the subscriber share) in Keen Rise to Jumbo Match at a consideration of HK\$1.00. On the same date, Keen Rise allotted and issued 99 shares of HK1.00 each at par to Jumbo Match.

Century Shiny

- (d) On [2 February 2009], Mr. Chong transferred 1,000,000 shares of HK\$1.00 each in Century Shiny to Jumbo Match at a consideration of HK\$865,492.89.

Century Shiny

- (e) On [2 February 2009], Mr. Chong transferred 1,000,000 shares of HK\$1.00 each in Century Shiny to Jumbo Match at a consideration of approximately HK\$[865,000].

Save as set out above, there has been no alteration on the share capital of any of the subsidiaries of the Company within the two years immediately preceding the date of this document.

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B. FURTHER INFORMATION ABOUT THE BUSINESS

1. Summary of material contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by members of the Group within the two years preceding the date of this document and are or may be material:

- (a) an agreement dated 30 March 2006 between City Clock Limited as vendor, Grand View as purchaser and Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam as warrantors for the transfer of 900,000 shares of HK\$1.00 each in Wah Ming. As consideration of the aforesaid transfer of shares, Grand View issued and allotted 150 shares of US\$1.00 each, credited as fully paid, each to Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam, who respectively held 34 shares, 33 shares and 33 shares of US\$1.00 each in City Clock Limited (in aggregate being the entire issued share capital of City Clock Limited);
- (b) an instrument of transfer dated 30 March 2006 made between City Clock Limited as transferor and Grand View as transferee for the transfer of 900,000 shares of HK\$1.00 each in Wah Ming, the consideration of which was as stated in (a);
- (c) bought and sold notes dated 30 March 2006 made between City Clock Limited and Grand View for the transfer of 900,000 shares of HK\$1.00 each in Wah Ming, the consideration of which was as stated in (a);
- (d) a sale and purchase agreement dated 30 March 2006 between Mr. Chong and Mr. Chong Wa Pan as vendors and Jumbo Match as purchaser for the transfer of 10,800,000 shares and 2,700,000 shares of US\$1.00 each respectively in Come Sure Holdings. As consideration of the aforesaid transfers of shares, Perfect Group, being the then 100% holding company of Jumbo Match, issued and allotted 7,902 shares and 1,976 shares of US\$1.00 each, credited as fully paid, respectively to Mr. Chong and Mr. Chong Wa Pan;
- (e) an instrument of transfer dated 30 March 2006 made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 10,800,000 shares of US\$1.00 each in Come Sure Holdings, the consideration of which was as stated in (d);
- (f) an instrument of transfer dated 30 March 2006 made between Mr. Chong Wa Pan as transferor and Jumbo Match as transferee for the transfer of 2,700,000 shares of US\$1.00 each in Come Sure Holdings, the consideration of which was as stated in (d);

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- (g) a sale and purchase agreement dated 30 March 2006 between Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam as vendors and Jumbo Match as purchaser for the transfer of 550 shares, 150 shares, 150 shares and 150 shares of US\$1.00 each respectively in Grand View. As consideration of the aforesaid transfers of shares, Perfect Group, being the then 100% holding company of Jumbo Match, issued and allotted 67 shares, 18 shares, 18 shares and 18 shares of US\$1.00 each, credited as fully paid, respectively to Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam;
- (h) an instrument of transfer dated 30 March 2006 made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 550 shares of US\$1.00 each in Grand View, the consideration of which was as stated in (g);
- (i) an instrument of transfer dated 30 March 2006 made between Mr. Chong Wa Pan as transferor and Jumbo Match as transferee for the transfer of 150 shares of US\$1.00 each in Grand View, the consideration of which was as stated in (g);
- (j) an instrument of transfer dated 30 March 2006 made between Mr. Chong Wa Ching as transferor and Jumbo Match as transferee for the transfer of 150 shares of US\$1.00 each in Grand View, the consideration of which was as stated in (g);
- (k) an instrument of transfer dated 30 March 2006 made between Mr. Chong Wa Lam as transferor and Jumbo Match as transferee for the transfer of 150 shares of US\$1.00 each in Grand View, the consideration of which was as stated in (g);
- (l) a sale and purchase agreement dated 30 March 2006 between Perfect Group as vendor and warrantor, the Company as purchaser and Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam as warrantors for the transfer of 1 share of US\$1.00 each in Jumbo Match (being the entire issued share capital of Jumbo Match). As consideration of the aforesaid transfer of share, the Company (i) issued and allotted 8,964 Shares, credited as fully paid, to Perfect Group and (ii) credited as fully paid the 1 nil paid share held by Perfect Group;
- (m) an instrument of transfer dated 30 March 2006 made between Perfect Group as transferor and the Company as transferee for the transfer of 1 share of US\$1.00 each in Jumbo Match, the consideration of which was as stated in (l);

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- (n) a subscription agreement dated 16 May 2006 and entered into between, inter alia, the Company and Rich Growth (as investor), pursuant to which on 30 May 2006 the Company issued and allotted 1,035 Shares, all credited as fully paid, to Rich Growth at a consideration of HK\$23,280,000;
- (o) an instrument of transfer dated 28 November 2006 made between Come Sure Holdings as transferor and Mr. Chong as transferee for the transfer of 1,000,000 shares of HK\$1.00 each in Century Shiny Investment Limited, the consideration of which was HK\$865,492.89;
- (p) bought and sold notes dated 28 November 2006 made between Come Sure Holdings and Mr. Chong for the transfer of 1,000,000 shares of HK\$1.00 each in Century Shiny Investment Limited, the consideration of which was as stated in (o);
- (q) an instrument of transfer dated 28 November 2006 made between Come Sure Holdings as transferor and Mr. Chong as transferee for the transfer of 1,000,000 shares of HK\$1.00 each in China Apex Investment Limited, the consideration of which was HK\$776,328.83;
- (r) bought and sold notes dated 28 November 2006 made between Come Sure Holdings and Mr. Chong for the transfer of 1,000,000 shares of HK\$1.00 each in China Apex Investment Limited, the consideration of which was as stated in (q);
- (s) an instrument of transfer dated 13 August 2007 made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 10,000 shares of HK\$1.00 each in Bright Leader Holdings, the consideration of which was HK\$10,000;
- (t) bought and sold notes dated 13 August 2007 made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 10,000 shares of HK\$1.00 each in Bright Leader Holdings, the consideration of which was HK\$10,000;
- (u) a supplemental agreement to the subscription agreement mentioned in (n) above dated 21 December 2007 between the same parties pursuant to which certain terms (including reference dates and certain covenants) of the said subscription agreement were modified;
- (v) an instrument of transfer dated 18 March 2008 made between GNL08 Limited as transferor and Jumbo Match as transferee for the transfer of 1 share of HK\$1.00 each in Keen Rise, the consideration of which was HK\$1.00;

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- (w) bought and sold notes dated 18 March 2008 made between GNL08 Limited as transferor and Jumbo Match as transferee for the transfer of 1 share of HK\$1.00 each in Keen Rise, the consideration of which was HK\$1.00;
- (x) [●];
- (y) [●];
- (z) a settlement deed dated 4 December 2008 between the same parties to the subscription agreement in (n) (as supplemented by the supplemental agreement in (n)) pursuant to which the relevant parties agreed on the final settlement of the said subscription agreement;
- (aa) an escrow letter dated 5 December 2008 between the Company's Hong Kong legal advisers, Rich Growth and the Company in relation to the escrow agreement of a confirmation of Rich Growth;
- (bb) a sale and purchase agreement dated [30 January 2009] made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 1,000,000 Shares of HK\$1.00 each in Century Shiny, the consideration of which was approximately HK\$[865,000] together with a shareholder's loan in the amount of approximately HK\$[28,395,000] at cost;
- (cc) an instrument of transfer dated [2 February 2009] made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 1,000,000 Shares of HK\$1.00 each in Century Shiny, the consideration of which was approximately HK\$[865,000];
- (dd) bought and sold notes dated [2 February 2009] made between Mr. Chong as transferor and Jumbo Match as transferee for the transfer of 1,000,000 Shares of HK\$1.00 each in Century Shiny, the consideration of which was approximately HK\$[865,000];
- (ee) an assignment of shareholder's loan in relation to Century Shiny in the amount of approximately HK\$[28,395,000] between Mr. Chong as assignor, Jumbo Match as assignee and Century Shiny.

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2. Intellectual property rights

Trademark

As at the Latest Practicable Date, the Group had registered the following trademark in the PRC:

Trademark	Registered Owner	Class	Registration Number	Expiry Date
	Come Sure Shenzhen	16	3562919	13 April 2015

As at the Latest Practicable Date, the Group has registered of the following trademarks in Hong Kong:

Trademark	Registered Owner	Class	Trade Mark Number	Expiry Date
COME SURE	Come Sure Development	16, 40, 42	300774199	5 December 2016
錦勝	Come Sure Development	16, 40, 42	300774171	5 December 2016
	Come Sure Development	16, 40, 42	300774216	5 December 2016

The following products and/or services are covered by the respective classes of trademarks:

Class	Specification
16	Paper; paper or paperboard show card; paperboard products; paperboard for containers; water-proof paperboard; corrugated paper (paperboard); paperboard cap boxes; paper or plastic bags for packaging (envelop, small bag); paperboard boxes or paper boxes; paperboard or paper-made bottle containers; paperboard for bottles or paper packaging; paper containers; packaging materials from plastic foam
40	Printing
42	Packaging design

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3. Information about the PRC Subsidiaries of the Group

Come Sure Shenzhen

Date of incorporation	:	23 December 1992
Economic nature	:	Wholly foreign owned enterprise
Present member and percentage of shareholding	:	Come Sure Development Limited (100%)
Total investment	:	RMB253,980,000
Total registered capital	:	RMB248,980,000 (fully paid up)
Attributable interest of the Company	:	100%
Term	:	From 23 December 1992 to 23 December 2042
Nature of business	:	Manufacture of various types of corrugated paper box, paper box and packing tapes

Bright Leader Shenzhen

Date of incorporation	:	27 July 2007
Economic nature	:	Wholly foreign owned enterprise
Present member and percentage of shareholding	:	Bright Leader Holdings (100%)
Total registered capital	:	RMB15,000,000 (out of which RMB13,000,000 has been paid up)
Attributable interest of the Company	:	100%
Term	:	From 27 July 2007 to 27 July 2027
Nature of business	:	Import and export of goods and technology (excluding distribution and goods under the state's monopoly); leasing of self-owned properties

Come Sure Huizhou

Date of incorporation	:	24 January 2006
Economic nature	:	Wholly foreign owned enterprise
Present member and percentage of shareholding	:	Century Shiny (100%)
Total registered capital	:	RMB22,000,000 [(out of which RMB5,500,000 has been paid up)]
Attributable interest of the Company	:	100%
Term	:	From 24 January 2006 to 24 January 2056
Nature of business	:	Production and sale of various types of paper products and packaging materials (except printed matters) 80% and 20% of the actual quantity of products are for export and domestic sale respectively

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C. FURTHER INFORMATION ABOUT SUBSTANTIAL SHAREHOLDERS, DIRECTORS AND EXPERTS

1. Disclosure of interests

(a) [●]

Long positions in the Shares

Name	Capacity/Nature	Number of Shares	Percentage of issued Shares
Mr. Chong <i>(Notes 1 & 2)</i>	Interest of a controlled corporation; founder and beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Pan <i>(Notes 1 & 3)</i>	Beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Ching <i>(Notes 1 & 3)</i>	Beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Lam <i>(Notes 1 & 3)</i>	Beneficiary of a discretionary trust	[●]	[●]%

Long positions in the ordinary shares of associated corporation

Name	Name of associated corporation	Capacity/Nature	Number of securities	Approximate percentage shareholding
Mr. Chong <i>(Notes 1 & 2)</i>	Perfect Group	Interest of a controlled corporation; founder and beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Pan <i>(Notes 1 & 3)</i>	Perfect Group	Beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Ching <i>(Notes 1 & 3)</i>	Perfect Group	Beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Wa Lam <i>(Notes 1 & 3)</i>	Perfect Group	Beneficiary of a discretionary trust	[●]	[●]%

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Notes:

1. The entire issued shares of Perfect Group are held by Jade City Assets Limited, which is in turn held by HSBC International Trustee Limited acting as the trustee of the CHONG Family Trust. The CHONG Family Trust is an irrevocable discretionary trust set up by Mr. Chong as settlor and HSBC International Trustee Limited as trustee on [2 February 2009]. The initial beneficiaries of the CHONG Family Trust include Mr. Chong, Mrs. Chong Chan Po Ting, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam and the issues of Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam.
2. Mr. Chong is the founder, an executive Director and the chairman of the Group. Mr. Chong is the sole director of Perfect Group and therefore Mr. Chong is deemed or taken to be interested in the entire issued shares of Perfect Group and the [●] Shares beneficially owned by Perfect Group for the purposes of the [●]. Mr. Chong as settlor and a beneficiary of the CHONG Family Trust is also deemed to be interested in the [●] Shares held by Perfect Group under the [●].
3. Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam, as Directors and beneficiaries of the CHONG Family Trust, are deemed to be interested in entire issued shares of Perfect Group and the [●] Shares held by Perfect Group under the [●].

(b) [●]

Long positions in the Shares

Name	Capacity/Nature	Number of Shares	Percentage of issued Shares
Perfect Group (<i>Note 1</i>)	Beneficial owner	[●]	[●]%
Jade City Assets Limited (<i>Note 2</i>)	Interest of controlled corporation	[●]	[●]%
HSBC International Trustee Limited (<i>Note 2</i>)	Trustee	[●]	[●]%
Mrs. Chong Chan Po Ting (<i>Note 3</i>)	Family interests; Beneficiary of a discretionary trust	[●]	[●]%
Ms. Hung Shan Shan (<i>Note 4</i>)	Family interests	[●]	[●]%
Mr. Chong Kam Hung (<i>Note 1</i>)	Beneficiary of a discretionary trust	[●]	[●]%
Mr. Chong Kam Shing (<i>Note 1</i>)	Beneficiary of a discretionary trust	[●]	[●]%

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Name	Capacity/Nature	Number of Shares	Percentage of issued Shares
Ms. Chong Sam Yee (Note 1)	Beneficiary of a discretionary trust	[●]	[●]%
[●]	Beneficial owner	[●]	[●]%

Notes:

1. The entire issued shares of Perfect Group are held by Jade City Assets Limited, which is in turn held by HSBC International Trustee Limited acting as the trustee of the CHONG Family Trust. The CHONG Family Trust is an irrevocable discretionary trust set up by Mr. Chong as settlor and HSBC International Trustee Limited as trustee on [2 February 2009]. The initial beneficiaries of the CHONG Family Trust include Mr. Chong, Mrs. Chong Chan Po Ting, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam and the issues of Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam. Mr. Chong Kam Hung, Mr. Chong Kam Shing and Ms. Chong Sum Yee are issues of Mr. Chong Wa Pan.
2. Such Shares are held by Perfect Group, the entire issued shares of which are held by Jade City Assets Limited. The entire issued capital of Jade City Assets Limited is held by HSBC International Trustee Limited acting as the trustee of the CHONG Family Trust.
3. Mrs. Chong Chan Po Ting, the spouse of Mr. Chong and beneficiary of the CHONG Family Trust, is deemed to be interested in the interests held by Mr. Chong and Perfect Group under the [●].
4. Ms. Hung Shan Shan, is the spouse of Mr. Chong Wa Pan and is deemed or taken to be interested in the interests held by Mr. Chong Wa Pan under the [●].

2. Particulars of service agreements

- (a) Each of [Mr. Chong], [Mr. Chong Wa Pan], Mr. Yiu Ho Chi, Stephen, [Mr. Chong Wa Ching] and Mr. Chong Wa Lam being all the executive Directors, has entered into a service agreement with the Company for an initial term of [two] years [●], subject to the termination provisions therein.

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- (b) [Each of the executive Directors is entitled to a basic salary as set out below which will be reviewed at the discretion of the Board after such executive Director has completed 12 months of service:]

Name of Director	Basic Annual Salary (HK\$)
[Chong Kam Chau]	[1,380,000]
[Chong Wa Pan]	[650,000]
[Yiu Ho Chi, Stephen]	[650,000]
[Chong Wa Ching]	[455,000]
[Chong Wa Lam]	[●]

- (c) Each of the executive Directors is also entitled to a discretionary bonus to be determined by the Board by reference to the audited consolidated net profits of the Group after taxation and minority interests but before extraordinary items (the "Net Profits") provided that the aggregate amount of discretionary bonuses payable to all executive Directors of the Company in respect of any financial year of the Group shall not exceed 10% of the Net Profits for the relevant financial year.

- (d) Each of Mr. Law Tze Lun, Ms. Tsui Pui Man and Mr. Chau On Ta Yuen has been appointed by the Company as an independent non-executive Director for a term of [two] years. Each of the independent non-executive Directors or the Company may terminate the appointment at any time during the [two-year] term by giving the other party at least [one] month's notice in writing. [Each of the independent non-executive Directors is entitled to a basic annual director fee as set out below, which is determined by the Board in its absolute discretion:]

Name of Director	Basic annual director fee (HK\$)
[Chau On Ta Yuen]	[80,000]
[Tsui Pui Man]	[80,000]
[Law Tze Lun]	[80,000]

- (e) Save as disclosed in this document, no Director has entered into any service agreement with any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)).

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3. Directors' remuneration

- (a) The aggregate amount of remuneration paid to the Directors by the Group in respect of the three years ended 31 March 2008 were approximately HK\$3.0 million, HK\$3.8 million and HK\$3.2 million respectively.
- (b) Under the arrangements currently in force, the aggregate emoluments payable by the Group to the Directors for the year ending 31 March 2009 will be approximately HK\$[3.9] million.

4. Fees or commission received

Save as disclosed in this document, none of the Directors or the experts named in the paragraph headed "Consents of experts" in this Appendix had received any agency fee or commissions from the Group within the two years preceding the date of this document.

5. Related party transactions

Details of the related party transactions are set out under note [●] to the Accountants' Report set out in Appendix I to this document.

6. Disclaimers

Save as disclosed in this document, as at the Latest Practicable Date:

- (a) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between the Directors and any member of the Group;
- (b) none of the Directors or the experts named in the paragraph headed "Consents of experts" in this Appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this document, acquired or disposed of by or leased to, any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (c) none of the Directors or the experts named in the paragraph headed "Consents of experts" in this Appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group taken as a whole;
- (d) [●]; and
- (e) [●].

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D. SHARE OPTION SCHEME

(a) Definitions

For the purpose of this paragraph D, the following expressions have the meanings set out below unless the context requires otherwise:

"Adoption Date"	[5 February 2009], the date on which the Share Option Scheme is conditionally adopted by the Shareholders by way of written resolution
"Board"	the board of Directors or a duly authorised committee of the board of Directors
"Group"	the Company and any entity in which the Company, directly or indirectly, holds any equity interest
"Scheme Period"	the period commencing on the Adoption Date and expiring at the close of business on the business day immediately preceding the tenth anniversary thereof

(b) Summary of terms

The following is a summary of the principal terms of the rules of the Share Option Scheme:

(i) *Purpose of the Share Option Scheme*

The purpose of the Share Option Scheme is to attract and retain the best available personnel, to provide additional incentive to employees (full-time and part-time), Directors, consultants, advisers, distributors, contractors, suppliers, agents, customers, business partners and service providers of the Group and to promote the success of the business of the Group.

(ii) *Who may join and basis of eligibility*

[The Board may, at its absolute discretion and on such terms as it may think fit, grant an employee (full-time or part-time), a director, consultant and adviser of the Group, any substantial shareholder of the Group, or any distributor, contractor, supplier, agent, customer, business partner or service provider of the Group, options to subscribe at a price calculated in accordance with paragraph (iii) below for such number of Shares as it may determine in accordance with the terms of the Share Option Scheme.]

The basis of eligibility of any participant to the grant of any option shall be determined by the Board (or as the case may be, the independent non-executive Directors) from time to time on the basis of his contribution or potential contribution to the development and growth of the Group.

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(iii) *Price of Shares*

[●]

(iv) *Grant of options and acceptance of offers*

An offer for the grant of options must be accepted within seven days inclusive of the day on which such offer was made. The amount payable by the grantee of an option to the Company on acceptance of the offer for the grant of an option is HK\$[1.00].

(v) *Maximum number of Shares*

(aa) Subject to sub-paragraph (bb) and (cc) below, the maximum number of Shares issuable upon exercise of all options to be granted under the Share Option Scheme and any other share option schemes of the Company as from the commencement of the Scheme Period (excluding, for this purpose, Shares issuable upon exercise of options which have been granted but which have lapsed in accordance with the terms of the Share Option Scheme or any other share option schemes of the Company) must not in aggregate exceed 10% of all the issued Shares. Therefore, it is expected that the Company may grant options in respect of up to [●] Shares (or such numbers of shares as shall result from a sub-division or a consolidation of such [●] Shares from time to time) to the participants under the Share Option Scheme.

(bb) The 10% limit as mentioned above may be refreshed at any time by obtaining approval of the Shareholders in general meeting provided that the total number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme and any other share option schemes of the Company must not exceed 10% of the Shares in issue as at the date of approval of the refreshed limit. Options previously granted under the Share Option Scheme or any other share option schemes of the Company (including those outstanding, cancelled or lapsed in accordance with the terms of the Share Option Scheme or any other share option schemes of the Company) will not be counted for the purpose of calculating the refreshed 10% limit. A circular must be sent to the Shareholders containing the information as required under the [●] in this regard.

(cc) the Company may seek separate approval of the Shareholders in general meeting for granting options beyond the 10% limit provided the options in excess of the 10% limit are granted only to grantees specifically identified by the Company before such approval is sought. In such event, the Company must send a

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circular to the Shareholders containing a generic description of such grantees, the number and terms of such options to be granted and the purpose of granting options to them with an explanation as to how the terms of the options will serve such purpose, and all such other information required under the [●].

- (dd) The aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of the Company must not exceed 30% of the Shares in issue from time to time. No options may be granted under the Share Option Scheme or any other share option schemes of the Company, if this will result in such 30% limit being exceeded.

(vi) Maximum entitlement of each eligible person

The total number of Shares issued and to be issued upon exercise of options granted to any grantee (including both exercised and outstanding options) under the Share Option Scheme, in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue. Any further grant of options in excess of such limit must be separately approved by Shareholders in general meeting with such grantee and his associates abstaining from voting. In such event, the Company must send a circular to the Shareholders containing the identity of the grantee, the number and terms of the options to be granted (and options previously granted to such grantee), and all other information required under the [●]. The number and terms (including the subscription price) of the options to be granted (and options previously granted to such participant) must be fixed before the approval of the Shareholders and the date of the Board meeting proposing such further grant should be taken as the date of offer for the grant for the purpose of calculating the subscription price.

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(vii) Grant of options to certain connected persons

- (aa) Any grant of an option to a Director, chief executive or Substantial Shareholder (or any of their respective associates) must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the option).
- (bb) Where any grant of options to a substantial shareholder of the Company or an independent non-executive Director (or any of their respective associates) will result in the total number of Shares issued and to be issued upon exercise of all options already granted and to be granted to such person under the Share Option Scheme and any other share option schemes of the Company (including options exercised, cancelled and outstanding) in any 12-month period up to and including the date of grant:
 - (i) representing in aggregate over 0.1% of the Shares in issue; and
 - (ii) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million.

Such further grant of options is required to be approved by Shareholders at a general meeting of the Company, with voting to be taken by way of poll. All connected persons of the Company shall abstain from voting (except where any connected person intends to vote against the proposed grant). Any change in the terms of an option granted to a substantial shareholder of the Company or an independent non-executive Director or any of their respective associates is also required to be approved by Shareholders in the aforesaid manner.

(viii) Time of exercise of option

An option may be exercised in accordance with the terms of the Share Option Scheme at any time during a period as the Board may determine which shall not exceed ten years from the date of offer for grant subject to the provisions of early termination thereof.

(ix) Performance targets

[Save as determined by the Board and provided in the offer of the grant of the relevant options, there is no performance target which must be achieved before any of the options can be exercised.]

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(x) Ranking of Shares

The Shares to be allotted upon the exercise of an option will be subject to all the provisions of the Articles for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment and accordingly will entitle the holders to participate in all dividends or other distributions paid or made after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be on or before the date of allotment.

(xi) Rights are personal to grantee

An option shall not be transferable or assignable and shall be personal to the grantee of the option.

(xii) Rights on death of grantee

In the event of the death of the grantee (provided that none of the events which would be a ground for termination of employment referred to in (xiii) below arises within a period of 3 years prior to the death, in the case the grantee is an employee), the legal representative(s) of the grantee may exercise the option up to the grantee's entitlement (to the extent which has become exercisable and not already exercised) within a period of 12 months following his death provided that where any of the events referred to in (xvi), (xvii) and (xviii) occurs prior to his death or within such period of 6 months following his death, then his personal representative(s) may so exercise the option within such of the various periods respectively set out therein.

(xiii) Rights on cessation of employment by dismissal

In the event that the grantee is an employee of the Group at the date of grant and he subsequently ceases to be an employee of the Group on any one or more of the grounds that he has been guilty of serious misconduct, or has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with the Group, his option shall lapse automatically (to the extent not already exercised) on the date of cessation of his employment with the Group.

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(xiv) Rights on cessation of employment for other reasons

In the event that the grantee is an employee of the Group when an Offer is made to him and he subsequently ceases to be an employee of the Group for any reason other than his death or the termination of his employment on one or more of the grounds specified in (xiii) above, the option (to the extent not already exercised) shall lapse on the expiry of 3 months after the date of cessation of such employment (which date will be the last actual working day with the Company or the relevant member of the Group whether salary is paid in lieu of notice or not).

(xv) Effects of alterations to share capital

In the event of any alteration in the capital structure of the Company whilst any option remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which the Company is party), such corresponding adjustments (if any) shall be made in the number of Shares subject to options so far as unexercised; and/or exercise price of the option, as the auditors or an independent financial adviser of the Company shall certify or confirm in writing (as the case may be) to the Board to be in their opinion fair and reasonable (no such certification is required in case of adjustment made on a [●]), provided that any alteration shall give a grantee the same proportion of the issued share capital of the Company as that to which he was previously entitled, and any adjustments so made shall be in compliance with the [●] and such applicable guidance and/or interpretation of the [●] from time to time issued by [●], but no adjustment shall be made to the effect of which would be to enable a share to be issued at less than its nominal value.

(xvi) Rights on a general offer

In the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the Shareholders (or all such holders other than the offeror and/or any persons controlled by the offeror and/or any person acting in association or concert with the offeror) and such offer becoming or being declared unconditional, the grantee (or as the case may be, his legal personal representatives) shall be entitled to exercise the option in full (to the extent not already exercised) at any time within 1 month after the date on which the offer becomes or is declared unconditional.

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(xvii) Rights on winding-up

In the event a notice is given by the Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all grantees and thereupon, each grantee (or, as the case may be, his legal personal representative(s)) shall be entitled to exercise all or any of his options at any time not later than 2 business days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the Grantee credited as fully paid.

(xviii) Rights on compromise or arrangement

In the event of a compromise or arrangement between the Company and the Shareholders or its creditors being proposed in connection with a scheme for the reconstruction or amalgamation of the Company pursuant to the Companies Law, the Company shall give notice thereof to all the grantees (or as the case may be, their legal personal representatives) on the same day as it gives notice of the meeting to the Shareholders or its creditors to consider such a compromise or arrangement and the options shall become exercisable on such date until the earlier of 2 months after that date and the date on which such compromise or arrangement is sanctioned by the court of the Cayman Islands and becomes effective.

(xix) Lapse of options

An option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (aa) the expiry of the period referred to in paragraph (viii) above;
- (bb) the date on which the grantee commits a breach of paragraph (xi) above;
- (cc) the expiry of the relevant period referred to in paragraph (xii), (xiv), (xvi), (xvii) and (xviii) above; and
- (dd) subject to (xvii) above, the date of the commencement of the winding-up of the Company;

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- (ee) the occurrence of any act of bankruptcy, insolvency or entering into of any arrangements or compositions with his creditors generally by the grantee, or conviction of the grantee of any criminal offence involving his integrity or honesty; and
- (ff) where the grantee is a substantial shareholder of any member of the Group, the date on which the grantee ceases to be a substantial shareholder of such member of the Group.

(xx) Cancellation of options granted but not yet exercised

Any cancellation of options granted but not exercised may be effected on such terms as may be agreed with the relevant grantee, as the Board may in its absolute discretion sees fit and in manner that complies with all applicable legal requirements for such cancellation.

(xxi) Period of the Share Option Scheme

The Share Option Scheme will remain in force for a period of ten years commencing on the date on the Adoption Date and shall expire at the close of business on the business day immediately preceding the tenth anniversary thereof unless terminated earlier by Shareholdings in general meeting.

(xxii) Alteration to the Share Option Scheme

- (aa) The Share Option Scheme may be altered in any respect by resolution of the Board except that alterations of the provisions of the Share Option Scheme which alters to the advantage of the grantees of the options relating to matters governed by Rule 17.03 of the [●] shall not be made except with the prior approval of the Shareholders in general meeting.
- (bb) Any amendments to any terms of the Share Option Scheme which are of a material nature or any change to the terms of options granted, or any change to the authority of the Board in respect of alteration of the Share Option Scheme must be approved by Shareholders in general meeting except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (cc) Any amendment to any terms of the Share Option Scheme or the options granted shall comply with the relevant requirements of the [●].

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(xxiii) Termination to the Share Option Scheme

The Company by resolution in general meeting or the Board may at any time terminate the operation of the Share Option Scheme and in such event no further options will be offered but options granted prior to such termination shall continue to be valid and exercisable in accordance with provisions of the Share Option Scheme.

E. OTHER INFORMATION

[1. Tax indemnity

[Perfect Group, Mr. Chong, Mr. Chong Wa Pan, Mr. Chong Wa Ching and Mr. Chong Wa Lam (the "Indemnifiers") have pursuant to the deed of indemnity referred to in item [(gg)] of the paragraph headed "Summary of material contracts" of this Appendix given indemnities in connection with taxation and related penalty and surcharge resulting from any income, profits or gains earned, accrued or received on or before the date on which the [●] becomes unconditional (the "Effective Date") which might be payable by any member of the Group.

The indemnity in the deed shall not apply in, among others, the following circumstances:

- (a) to the extent that provision has been made for such taxation in the audited accounts of the Company or any of its subsidiaries; or
- (b) to the extent that liability for such taxation would not have arisen but for some act or omission of, or transaction entered into by any member of the Group (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) voluntarily effected without the prior written consent or agreement of the Indemnifiers otherwise than in the course of normal day to day operations or carried out, made or entered into pursuant to a legally binding commitment created on or before the Effective Date;
- (c) to the extent that any provisions or reserve made for taxation in the audited accounts of the Company or any member of the Group up to [30 September 2008] is finally established to be an over-provision or an excessive reserve; or
- (d) to the extent that such taxation claim arises or is incurred as a result of the imposition of taxation as a consequence of any retrospective change in the law, rules or regulations or the interpretation or practice thereof by the relevant tax authority coming into force after the Effective Date or to the extent that such taxation claim arises or is increased by an increase in rates of taxation after the Effective Date with retrospective effect.

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Further, the Indemnifiers shall not be liable in respect of any claim under the deed of indemnity unless such claim shall have been made on or prior to the expiry of six years from the Effective Date by notice in writing to the Indemnifiers.]

The Directors have been advised that no material liability for estate duty under the laws of the Cayman Islands or the PRC is likely to fall on the Group.

2. Litigation

[As at the Latest Practicable Date, no litigation or claim of material importance is known to the Directors to be pending or threatened against any member of the Group.]

3. Preliminary expenses

The preliminary expenses of the Company are estimated to be approximately HK\$[●] and are payable by the Company.

4. Qualifications of experts

The following are the qualifications of the experts who have given their opinion or advice which is contained in this document:

Name	Qualifications
RSM Nelson Wheeler	Certified Public Accountants
Grant Sherman Appraisal Limited	Property valuers
Shu Jin Law Firm	Legal advisers on the PRC law
Teresa Teixeira da Silva, Advogada	Legal advisers on the Macau law
Appleby	Legal advisers on the Cayman Islands law
Appleby	Legal advisers on the BVI tax laws
RSM Nelson Wheeler Tax Advisory Limited	Tax consultant
Shenzhen Shangboxin Registered Tax Agents Co. Ltd.	PRC tax agent

5. Consents of experts

RSM Nelson Wheeler, Grant Sherman Appraisal Limited, Shu Jin Law Firm, Teresa Teixeira da Silva, Advogada, Appleby, RSM Nelson Wheeler Tax Advisory Limited and Shenzhen Shangboxin Registered Tax Agents Co. Ltd., have each given and have not withdrawn their respective written consents to the issue of this document with the inclusion of their reports and/or letters and/or opinions and/or valuation certificates and/or summary thereof (as the case may be) and references to their names included herein in the form and context in which they are respectively included.

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6. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of Sections 44A and 44B of the Companies Ordinance so far as applicable.

7. Taxation of holders of Shares

(a) Hong Kong

Dealings in Shares registered on the Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty.

(b) Cayman Islands

Under the present Cayman Islands law, transfers and other dispositions of Shares are exempt from the Cayman Islands stamp duty.

(c) Consultation with professional advisers

Intending holders of Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in Shares. It is emphasized that none of the Company, the Directors or other parties accepts responsibility for any tax effect on, or liabilities of holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares.

8. Miscellaneous

(a) Save as disclosed in this document:

(i) within the two years preceding the date of this document:

(aa) no share or loan capital of the Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash; and

(bb) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of the Company or any of its subsidiaries; and

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- (ii) no share or loan capital of the Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option.
- (b) The Directors confirm that save as disclosed in this document, there has not been any material adverse change in the financial or trading position or prospects of the Group since [30 September 2008] (being the date to which the latest audited combined financial statements of the Group were made up).
- (c) Save as disclosed in this document, neither the Company nor any of its subsidiaries has issued or agreed to issue any founders shares, management shares, deferred shares or any debentures.
- (d) Save as disclosed in this document, none of the persons named in the paragraph headed "Consents of experts" is interested beneficially or non-beneficially in any shares in any member of the Group or has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any share in any member of the Group.
- (e) There has not been any interruption in the business of the Group which may have or have had a significant effect on the financial position of the Group in the 12 months immediately preceding the date of this document.