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## SHARE CAPITAL

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The following table is prepared on the basis that [●] and [●] have become unconditional. This table, however, takes no account of any Shares which may be allotted and issued by the Company pursuant to the exercise of the options that may be granted under the Share Option Scheme and of any Shares which may be allotted and issued or repurchased by the Company under the general mandates for the allotment and issue or repurchase of Shares granted to the Directors as referred to below.

HK\$

*Authorised share capital:*

<u>[1,000,000,000]</u> Shares	<u>[10,000,000.00]</u>
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### SHARE OPTION SCHEME

The Company has conditionally adopted the Share Option Scheme whereby certain selected classes of participants (including, without limitation, the directors and employees of the Group) may be granted options to subscribe for Shares. The principal terms of the Share Option Scheme are summarised in the section headed “Share Option Scheme” in Appendix [V] to this document.

### GENERAL MANDATE TO ISSUE SHARES

The Directors have been granted a general unconditional mandate to exercise all the powers of the Company to allot, issue and deal with (otherwise than pursuant to, or in consequence of, [●], the exercise of any options that may be granted under the Share Option Scheme or any other share option scheme of the Company, or by way of rights issues, scrip dividend schemes or similar arrangements providing for the allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Bye-Laws or a specific authority granted by the Shareholders in general meetings) Shares with a total nominal value not exceeding 20% of the aggregate nominal amount of the share capital of the Company in issue immediately following completion of [●] (excluding any Shares which may be issued pursuant to the exercise of the options that may be granted under the Share Option Scheme).

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The issue mandate will be extended by the addition to the aggregate nominal value of the share capital of the Company which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to the issue mandate of an amount representing the aggregate nominal value of the share capital of the Company repurchased by the Company pursuant to the repurchase mandate (as referred to below), provided that such extended amount shall not exceed 10% of the aggregate nominal value of the share capital of the Company in issue immediately following the completion of [●] (excluding the Shares which may be issued pursuant to the options that may be granted under the Share Option Scheme).

This issue mandate will expire:

- at the conclusion of the Company’s next annual general meeting;
- at the expiration of the period within which the Company is required by law or its Bye-Laws to hold its next annual general meeting; or
- when varied or revoked by an ordinary resolution of the Shareholders in general meeting,

whichever is the earliest.

For further details of this general mandate, please see the paragraph headed “Written resolutions of the Shareholders on [●]” in Appendix V to this document.

### GENERAL MANDATE TO REPURCHASE SHARES

Conditional on [●], the Directors have been granted a general unconditional mandate to exercise all the powers of the Company to repurchase Shares with a total nominal value of not exceeding 10% of the total nominal amount of the share capital of the Company in issue immediately following completion of [●] (excluding any Shares which may be issued pursuant to the exercise of the options that may be granted under the Share Option Scheme).

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This repurchase mandate only relates to repurchases made on [●] and made in accordance with all applicable laws and requirements of the Listing Rules (or of such other stock exchanges).

This repurchase mandate will expire:

- at the conclusion of the Company’s next annual general meeting;
- at the expiration of the period within which the Company is required by law or its Bye-Laws to hold its next annual general meeting; or
- when varied or revoked by an ordinary resolution of the Shareholders in general meeting,

whichever is the earliest.

For further details of this general mandate, please see the paragraph headed “Written resolutions of the Shareholders on [●]” in Appendix V to this document.