
UNDERWRITING

PUBLIC OFFER UNDERWRITERS

Lead Manager

ICBC International Securities Limited

Co-Lead Managers

Daiwa Securities SMBC Hong Kong Limited
Mega Capital (Asia) Company Limited

Co-Managers

Ever-Long Securities Company Limited
Get Nice Securities Limited
Oversea-Chinese Banking Corporation Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Public Offer

Public Offer Underwriting Agreement

Pursuant to the Public Offer Underwriting Agreement, our Company has agreed to offer the Public Offer Shares for subscription by the public in Hong Kong on and subject to the terms and conditions of this prospectus and the Application Forms.

Subject to, among other conditions, the granting of the listing of, and permission to deal, in the Shares in issue and to be issued as mentioned in this prospectus by the Listing Committee and to certain other conditions set out in the Public Offer Underwriting Agreement, the Public Offer Underwriters have severally agreed to subscribe or procure subscribers for their respective applicable proportions of the Public Offer Shares now being offered which are not taken up under the Public Offer on the terms and conditions of this prospectus, the Application Forms and the Public Offer Underwriting Agreement.

Grounds for termination

The obligations of the Public Offer Underwriters to subscribe for, or procure subscribers for the Public Offer Shares are subject to termination. The Global Coordinator (on behalf of all the Public Offer Underwriters) shall have the absolute right by notice in writing to our Company to terminate the Public Offer Underwriting Agreement with immediate effect at any time prior to 8:00 a.m. on the Listing Date (the “**Termination Time**”) if any of the following events shall occur prior to the Termination Time:

- (a) there has come to the attention of the Global Coordinator:
 - (i) any matter or event showing any of the representations, warranties or undertakings contained in the Public Offer Underwriting Agreement to be untrue, inaccurate or misleading in any material respect when given or repeated or there has been a breach of any of the representations, warranties or undertakings contained in the Public Offer Underwriting Agreement or any other provisions of the Public Offer Underwriting Agreement by any

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party thereto other than the Public Offer Underwriters which, in any such cases, is considered, in the reasonable opinion of the Global Coordinator, to be material in the context of the Public Offer; or

- (ii) any statement contained in this prospectus has become or been discovered to be untrue, incorrect or misleading in any material respect which is considered, in the reasonable opinion of the Global Coordinator, to be material in the context of the Public Offer; or
 - (iii) any event, series of events, matters or circumstances occurs or arises on or after the date of the Public Offer Underwriting Agreement and before the Termination Time, being events, matters or circumstances which, if it had occurred before the date of the Public Offering Underwriting Agreement, would have rendered any of the representations, warranties or undertakings contained in the Public Offer Underwriting Agreement untrue, incorrect or misleading in any material respect, and which is considered, in the reasonable opinion of the Global Coordinator, to be material in the context of the Public Offer; or
 - (iv) any matter which, had it arisen or been discovered immediately before the date of this prospectus and not having been disclosed in this prospectus, would have constituted, in the reasonable opinion of the Global Coordinator, a material omission in the context of the Public Offer; or
 - (v) any event, act or omission which gives or is likely to give rise to any liability of a material nature of our Company and any of the executive Directors and the Controlling Shareholders arising out of or in connection with the breach of any of the representations, warranties or undertakings contained in the Public Offer Underwriting Agreement; or
 - (vi) any breach by any party to the Public Offer Underwriting Agreement other than the Public Offer Underwriters of any provision of the Public Offer Underwriting Agreement which, in the reasonable opinion of the Global Coordinator, is material;
- (b) there shall have developed, occurred, existed, or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of the Public Offer Underwriting Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:
- (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in the U.S., Hong Kong, Macau, the PRC, Qatar, the BVI, the Cayman Islands or any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or any other jurisdiction relevant to the business of our Group; or

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- (ii) any change in, or any event or series of events or development resulting or likely to result in any change in the U.S., Hong Kong, Macau, the PRC, Qatar, the BVI, the Cayman Islands or any of the jurisdictions relevant to the business of our Group, the local, regional or international financial, currency, political, military, industrial, economic, stock market or other market conditions or prospects; or
- (iii) any adverse change in the conditions of the U.S., Hong Kong, the PRC or international equity securities or other financial markets; or
- (iv) the imposition of any moratorium, suspension or material restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (v) any change or development involving a prospective change in all forms of taxation or exchange control (or the implementation of any exchange control) in Hong Kong, Macau, the PRC, Qatar, the BVI or the Cayman Islands or any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or other jurisdiction relevant to our Group's business; or
- (vi) any adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of our Group; or
- (vii) the imposition of economic sanction or withdrawal of trading privileges, in whatever form, by the U.S. or by the European Union (or any member thereof) on Hong Kong, Macau or the PRC; or
- (viii) a general moratorium on commercial banking activities in the PRC, Hong Kong or Macau declared by the relevant authorities; or
- (ix) any event of force majeure including, without limiting the generality thereof, any act of God, military action, riot, public disorder, civil commotion, fire, flood, tsunami, explosion, epidemic, terrorism, strike or lock-out;

which, in the reasonable opinion of the Global Coordinator acting in good faith:

- (i) is or will be, or is likely to be, adverse, in any material respect, to the business, financial or other condition or prospects of our Group taken as a whole; or
- (ii) has or will have or is reasonably likely to have a material adverse effect on the success of the Global Offering or the level of the Offer Shares being applied for or accepted or the distribution of the Offer Shares; or
- (iii) makes it impracticable, inadvisable or inexpedient for the Public Offer Underwriters to proceed with the Public Offer as a whole.

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For the above purpose:

- (1) a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the U.S. or a devaluation of the Renminbi against any foreign currencies shall be taken as an event resulting in a change in currency conditions; and
- (2) any normal market fluctuations shall not be construed as events or series of events affecting market conditions referred to above.

Undertakings

Pursuant to the Public Offer Underwriting Agreement, our Company had undertaken to each of the Global Coordinator, the Sponsor, the Lead Manager and the Public Offer Underwriters that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option), the Capitalisation Issue, the grant of options under the Share Option Scheme and the issue of Shares upon exercise of any such options or as otherwise permitted under the Listing Rules, our Company will not, and will procure that its subsidiaries will not, unless with the prior written consent of the Global Coordinator (on behalf of the Public Offer Underwriters), such consent not to be unreasonably withheld or delayed, and in compliance with the requirements of the Listing Rules:

- (i) allot or issue, or agree to allot or issue, Shares or other securities of our Company (including warrants or other convertible or exchangeable securities) or grant or agree to grant any options, warrants, or other rights to subscribe for or convertible or exchangeable into Shares or other securities of the Company or repurchase Shares or other securities of our Company; or
- (ii) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequence of ownership of any Shares or offer to or agree to do any of the foregoing or announce any intention to do so,

during the First Six-month Period.

In the event of our Company doing any of the foregoing by virtue of the aforesaid exceptions or during the Second Six-month Period, it will take all reasonable steps to ensure that any such act will not create a disorderly or false market for any Shares or other securities of the Company.

Each of the Controlling Shareholders has jointly and severally undertaken, and each of Mr. Ng, Mr. Leung and Mr. Wong has severally undertaken, to each of the Global Coordinator, our Company and the Public Offer Underwriters that during the First Six-month Period, it or he or she shall not, and shall procure that the relevant registered holder(s) and its or his or her associates and companies controlled by it or he or she and any nominee or trustee holding in trust for it or he or she shall not, without the prior written consent of the

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Global Coordinator unless as a result of any exercise of the Over-allotment Option or otherwise in compliance with the requirements of the Listing Rules:

- (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 or otherwise transfer or dispose of, either directly or indirectly, any Shares in respect of which it or he or she is shown in this prospectus to be directly or indirectly interested in (the “**Relevant 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 the Relevant Shares, whether any of the foregoing transactions is to be settled by delivery of the Relevant Shares or such other securities, in cash or otherwise; or
- (iii) agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (i) or (ii) above; or
- (iv) announce any intention to enter into or effect any of the transactions referred to in paragraphs (i), (ii) or (iii) above.

Each of the Controlling Shareholders has jointly and severally undertaken to the Global Coordinator, our Company and the Underwriters that it or he or she shall not, and shall procure that the relevant registered holder(s) and its or his or her associates or companies controlled by it or him or her and any nominee or trustee holding in trust for it or him or her shall not, without the prior written consent of the Stock Exchange in the Second Six-month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any Relevant Shares held by it or him or her or any of its or his or her associates or companies controlled by it or him or her or any nominee or trustee holding in trust for it or him or her if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it or he or she would cease to be a Controlling Shareholder or would together with the other Controlling Shareholders cease to be, or be regarded as, Controlling Shareholders.

In the event of a disposal of any of the Shares or securities of our Company directly or indirectly beneficially owned by it or him or her or any interest therein within the Second Six-month Period, the Controlling Shareholders shall take all reasonable steps to ensure that such a disposal will not create a disorderly or false market for any Shares or other securities of our Company.

Each of the Controlling Shareholders, Mr. Ng, Mr. Leung and Mr. Wong has further undertaken to each of our Company, the Global Coordinator and the Public Offer Underwriters that during the period commencing from the date of this prospectus and ending on the expiry of the first twelve months from the Listing Date, he or she or it will: (i) when he or she or it pledges or charges any securities or interests in the securities of our Company beneficially owned by him or her or it directly or indirectly, immediately inform

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our Company and the Global Coordinator in writing of such pledges or charges together with the number of securities and nature of interests so pledged or charged; and (ii) when he or she or it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of our Company will be sold, transferred or disposed of, immediately inform our Company and the Global Coordinator in writing of such indications.

International Placing

In connection with the International Placing, it is expected that our Company and the Selling Shareholders will enter into the International Placing Underwriting Agreement with, among others, the International Placing Underwriters, on terms and conditions that are substantially similar to the Public Offer Underwriting Agreement as described above and on the additional terms described below. Under the International Placing Underwriting Agreement, the International Placing Underwriters will severally agree to subscribe or purchase or procure subscribers or purchasers for the International Placing Shares being offered pursuant to the International Placing.

The Over-allotment Option Grantors are expected to grant to the International Placing Underwriters the Over-allotment Option, exercisable by the Lead Manager on behalf of the International Placing Underwriters at any time from the date of the Price Determination Date until 30 days after the last date for the lodging of applications under the Public Offer, to require (i) our Company to allot and issue up to an aggregate of 10,800,000 additional New Shares; and (ii) the Selling Shareholders to sell up to an aggregate of 10,800,000 additional Sale Shares (in aggregate representing 15% of the Offer Shares initially offered under the Global Offering), at the same price per Share under the International Placing to cover, among other things, over-allocations in the International Placing, if any, and/or the obligations of the Lead Manager to return Shares which it may borrow under the Stock Borrowing Agreement.

Commissions and expenses

The Underwriters will receive an underwriting commission at the rate of 3% (and the Lead Manager may receive an additional underwriting commission of 0.5% at the sole discretion of our Company) of the aggregate Offer Price payable for the Offer Shares (including the Shares to be issued pursuant to the Over-allotment Option), out of which they will pay any sub-underwriting commissions. The Sponsor will also receive a documentation fee. The underwriting commissions, documentation fee, listing fees, Stock Exchange trading fee and transaction levy, legal and printing and other professional fees and other expenses relating to the Global Offering are estimated to amount to approximately HK\$46.1 million in total (based on the Offer Price of HK\$3.76 per Share, being the mid-point of the indicative Offer Price range of HK\$3.33 to HK\$4.18 per Share and assuming the Over-allotment Option is not exercised), and are payable by our Company and the Selling Shareholders in proportion to the number of Offer Shares issued or sold by each of them under the Global Offering. Stamp duty, if any, payable in respect of the Sale Shares shall be borne by the Selling Shareholders.

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UNDERWRITERS' INTERESTS IN OUR COMPANY

The Sponsor will receive a documentation fee. The Lead Manager and other Underwriters will receive an underwriting commission. Particulars of these underwriting commission and expenses are set out in the section headed "Underwriting – Underwriting arrangements and expenses – Commissions and expenses" above.

Our Company will appoint, before the Listing Date, ICBCI as its compliance adviser pursuant to Rule 3A.19 of the Listing Rules for the period commencing on the Listing Date and ending on the date on which our Company complies with Rule 3A.46 of the Listing Rules in respect of its financial results for the first financial year commencing after such Listing Date, or until the agreement is terminated, whichever is earlier.

Save for their obligations under the Underwriting Agreements, none of the Underwriters is interested legally or beneficially in any shares of any member of our Group nor has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any member of our Group nor any interest in the Global Offering.

MINIMUM PUBLIC FLOAT

Our Directors and the Global Coordinator will ensure that there will be a minimum 25% of the total issued Shares held in public hands in accordance with Rule 8.08 of the Listing Rules after completion of the Global Offering.