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## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

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### FURTHER INFORMATION ABOUT OUR COMPANY

#### 1. Incorporation of our Company

We were incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 2 January 2008.

We have been registered in Hong Kong under Part XI of the Companies Ordinance as a non-Hong Kong company and its principal place of business in Hong Kong is at Suite 3402, 34th Floor, Lippo Centre, Tower One, No. 89 Queensway, Hong Kong. In compliance with the requirements of the Companies Ordinance, Mr. Yu Cheeric has been appointed as the agent for the acceptance of service of process and any notice required to be served on us in Hong Kong. The address for service of process and notice is 18G, Tower 6, Island Harbourview, 11 Hoi Fan Road, Tai Kok Tsui, Kowloon, Hong Kong.

We were incorporated in the Cayman Islands and is subject to Cayman Islands law. Our constitution comprises a Memorandum of Association and Articles of Association. A summary of certain relevant parts of our constitution and certain relevant aspects of Companies Law is set out in Appendix V to this document.

#### 2. Changes in share capital of our Company

##### *(a) Increase in authorised share capital*

- (i) As of the date of incorporation of our Company, the authorised share capital was HK\$200,000 divided into 2,000,000 Shares having a par value of HK\$0.10 each. On 2 January 2008, one subscriber share of HK\$0.10 was transferred by its subscriber to Xiao Sheng International at nil consideration and an aggregate of 999,999 Shares were allotted and issued nil paid by us, as to (i) 834,999 Shares to Xiao Sheng International; and (ii) 165,000 Shares to Ming Lang Investments. The 1,000,000 nil paid Shares referred to in this paragraph were subsequently paid up in the manner described in paragraph 4 below.
- (ii) Our authorised share capital was conditionally increased to HK\$10 billion by the creation of further 99,998 million Shares pursuant to a resolution passed by the Shareholders referred to in paragraph 3 below and subject to the conditions contained therein.

Save as disclosed herein and in paragraphs headed “Resolutions in writing of the Shareholders passed on 12 September 2008 and 4 September 2009” and “Group reorganisation” of this Appendix, there has been no alteration in the share capital of us since our incorporation.

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*(b) Founder shares*

We have no founder shares, management shares or deferred shares.

**3. Resolutions in writing of the Shareholders passed on 12 September 2008 and 4 September 2009**

[●]

**4. Group reorganisation**

The companies comprising us underwent a reorganisation to rationalise our structure in preparation for the [●] which involved the following:

- (a) on 2 January 2008, our Company was incorporated in the Cayman Islands as an exempted company with an authorised share capital of HK\$200,000 divided into 2,000,000 Shares. On the same day, one subscriber share of HK\$0.10 was transferred by its subscriber to Xiao Sheng International at nil consideration and an aggregate of 999,999 Shares were allotted and issued at nil paid by us, as to (i) 834,999 Shares to Xiao Sheng International; and (ii) 165,000 Shares to Ming Lang Investments;
- (b) on 10 January 2007, Mr. Wang Cong Xing, an executive Director transferred to Mr. Wang Dong Xing 1,700 shares in Lilang International held by him on trust for Mr. Wang Dong Xing at nil consideration. On the same day, Mr. Yiu Hau Ming, the nephew of the Wang Brothers transferred to Mr. Wang Dong Xing and Mr. Wang Liang Xing 1,700 shares and 3,300 shares in Lilang International held by him on trust for Mr. Wang Dong Xing and Mr. Wang Liang Xiang, respectively at nil consideration;
- (c) on 27 June 2007, Mr. Lam Ga Lok, the uncle of the Wang Brothers entered into an equity transfer agreement with Lilang International for the transfer of the entire equity interest in Lilang Fujian to Lilang International held by him on trust for the Wang Brothers at nil consideration at the instruction of the Wang Brothers. Such transfer of equity interest in Lilang Fujian became effective on 20 December 2007;
- (d) on 27 December 2007, the authorised share capital of Lilang International was increased from HK\$10,000 to HK\$20,000. On the same day, Lilang International issued and allotted, credited as fully paid, an aggregate of 10,000 shares with a par value of HK\$1 each to the Wang Brothers in proportion to their respective interest in Lilang International, in consideration of and in exchange for their procuring the transfer of the entire equity interest in Lilang Fujian to Lilang International in the manner as referred to in paragraph (c) above;
- (e) On 7 January 2008, the Wang Brothers transferred an aggregate of 4,700 shares in Lilang International to the Management and Other Shareholders at nil consideration in the following manners:

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- (i) as to 1,600 shares from Mr. Wang Dong Xing to Mr. Cai Rong Hua;
  - (ii) 1,000 shares from Mr. Wang Liang Xing to Mr. Hu Cheng Chu;
  - (iii) 500 shares from Mr. Wang Liang Xing to Mr. Wang Ru Ping;
  - (iv) 100 shares from Mr. Wang Cong Xing to Mr. Wang Ru Ping;
  - (v) 600 shares from Mr. Wang Cong Xing to Mr. Pan Rong Bin;
  - (vi) 400 shares from Mr. Wang Cong Xing to Mr. Chen Wei Jin;
  - (vii) 200 shares from Mr. Wang Cong Xing to each of Mr. Wang Qiao Xing and Ms. Chen Yu Hua; and
  - (viii) 100 shares from Mr. Wang Dong Xing to Mr. Xu Tian Min.
- (f) on 10 June 2008, Lilang Holdings, the immediate holding company of us, acquired from each of the Wang Brothers and the Management and Other Shareholders, being all of the then shareholders of Lilang International, an aggregate of 20,000 shares of HK\$1 each in Lilang International, being its entire issued share capital, in consideration of and in exchange for which Lilang Holdings allotted and issued, credited as fully paid, an aggregate of 10,000 new shares of US\$1 each in its capital, as to 8,350 shares to Xiao Sheng International, and as to 1,650 shares to Ming Lang Investments, at the direction of each of the Wang Brothers and the Management and Other Shareholders;
- (g) on 12 September 2008, our Company acquired from Xiao Sheng International and Ming Lang Investments an aggregate of 20,000 shares of US\$1 each in the share capital of Lilang Holdings, being its entire issued share capital in consideration of and in exchange for which our Company, at the direction of each of Xiao Sheng International and Ming Lang Investments, (i) allotted and issued, credited as fully paid, an aggregate 940,000 Shares, as to 635,000 shares to Xiao Sheng International, 165,000 Shares to Ming Lang Investments, an aggregate of 93,000 Shares to the Wang Brothers, and an aggregate of 47,000 Shares to the Management and Other Shareholders; and (ii) credited as fully paid at par an aggregate of 1,000,000 nil-paid Shares then held by Xiao Sheng International and Ming Lang Investments.
- (h) on 12 September 2008, our Company allotted and issued, credited as fully paid at par, an aggregate of 60,000 Shares to Wang Brothers, as to 20,000 Shares to Mr. Wang Dong Xing, 20,000 Shares to Mr. Wang Liang Xing and 20,000 Shares to Mr. Wang Cong Xing, in full satisfaction of the aggregate amount of HK\$135,490,000 payable to the Wang Brothers under the deed of loan assignment dated 12 September 2008, particulars of which are set out in paragraph 9(c) below.

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Upon completion of the Reorganisation, our Company became the holding company of our Group.

### 5. Changes in share capital of subsidiaries

The subsidiaries of our 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 alterations in the share capital of each of our Company’s subsidiaries took place within two years immediately preceding the date of this document:

- (a) on 4 December 2007, Lilang Holdings was incorporated in the BVI with an authorised share capital of US\$50,000 divided into 50,000 shares of US\$1 each, with 8,350 shares and 1,650 shares allotted and issued to Xiao Sheng International and Ming Lang Investments respectively on 27 December 2007; and
- (b) on 24 December 2007, the total investment capital of Lilang China was increased from HK\$100 million to HK\$250 million.

Save as disclosed herein and in paragraph 4 of this Appendix, there has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

### 6. Further information about our PRC establishments

We have interest in the registered capital of three wholly foreign-owned enterprises in the PRC. A summary of the corporate information of these enterprises as at the Latest Practicable Date are set out as follows:

- (a) (i) Name of the enterprise : 利郎 (中國) 有限公司 (Lilang (China) Co., Ltd.)
- (ii) Date of incorporation : 25 March 2005
- (iii) Economic nature : wholly foreign-owned enterprise
- (iv) Registered owner : Lilang International
- (v) Total investment capital : HK\$250 million
- (vi) Registered capital : HK\$100 million
- (vii) Attributable interest to us : 100%
- (viii) Term of operation : 25 March 2005 to 24 March 2035

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- (ix) Scope of business : Manufacture of apparel, garment, footwear, furniture, ironware (exclusive of electroplate) and plastic products (exclusive of product categories which are subject to export quota)
- (b) (i) Name of the enterprise : 利郎 (福建) 時裝有限公司 (Lilang (Fujian) Garment Co., Ltd.)
- (ii) Date of incorporation : 24 April 1995
- (iii) Economic nature : wholly foreign-owned enterprise
- (iv) Registered owner : Lilang International
- (v) Total investment capital : HK\$25 million
- (vi) Registered capital : HK\$20 million
- (vii) Attributable interest to us : 100%
- (viii) Term of operation : 24 April 1995 to 23 April 2025
- (ix) Scope of business : Manufacture of apparel, footwear and ties (exclusive of product categories which are subject to export quota)
- (c) (i) Name of the enterprise : 利郎 (廈門) 服飾有限公司 (Lilang (Xiamen) Garment Co., Ltd.)
- (ii) Date of incorporation : 12 June 2006
- (iii) Economic nature : wholly foreign-owned enterprise
- (iv) Registered owner : Lilang International
- (v) Total investment capital : US\$30 million
- (vi) Registered capital : US\$30 million
- (vii) Attributable interest to us : 100%
- (viii) Term of operation : 12 June 2006 to 11 June 2036
- (ix) Scope of business : Manufacture, processing and distribution of apparel, garment, footwear, tannery and plastic products

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### 7. Securities repurchase mandate

This paragraph includes information required by the Stock Exchange to be included in this document concerning the repurchase by our Company of our own securities.

#### *(a) Shareholders' approval*

All proposed repurchases of securities (which must be fully paid up in the case of shares) by a company listed on the Stock Exchange must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

*Note:* Pursuant to a resolution in writing passed by the Shareholders on 4 September 2009, the Repurchase Mandate was given to the Directors authorising any repurchase by us of Shares on the Stock Exchange or any other stock exchange on which our securities may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, of up to 10% of the aggregate nominal amount of our share capital in issue immediately following [●] but excluding any Shares which may be issued pursuant to the exercise of the [●] and options which were granted or may be granted under the [●] Share Option Scheme or the Share Option Scheme, such mandate to expire at the conclusion of our next annual general meeting, or the date by which our next annual general meeting is required by the Articles of Association or applicable Cayman Islands law to be held, or the passing of an ordinary resolution by Shareholders in general meeting revoking or varying the authority given to the Directors, whichever occurs first.

#### *(b) Source of funds*

Repurchases must be paid out of funds legally available for the purpose in accordance with the Articles of Association and the Companies Law. A listed company may not repurchase its own securities on the Stock Exchange for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange. Under the Cayman Islands laws, any repurchases by us may be made out of our profits or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if so authorised by the Articles of Association and subject to the Companies Law, out of capital. Any premium payable on a redemption or purchase over the par value of the Shares to be purchased must be provided for out of the profits of us or from sums standing to the credit of our share premium account or, if authorised by the Articles of Association and subject to the provisions of the Companies Law, out of capital.

#### *(c) Reasons for repurchases*

The Directors believe that it is in the best interest of our Company and the Shareholders for the Directors to have general authority from the Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made if the Directors believe that such repurchases will benefit our Company and the Shareholders.

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### *(d) Funding of repurchases*

In repurchasing securities, we may only apply funds legally available for such purpose in accordance with the Articles of Association, the Listing Rules and the applicable laws of the Cayman Islands.

On the basis of our current financial position of us as disclosed in this document and taking into account the current working capital position, the Directors consider that, if the Repurchase Mandate were to be exercised in full, it might have a material adverse effect on the working capital and/or our gearing position as compared to the position disclosed in this document. However, the Directors do not propose to exercise the Repurchase Mandate to such an extent as would, in the circumstances, have a material adverse effect on our working capital requirements or the gearing levels which in the opinion of the Directors are from time to time appropriate for us.

The exercise in full of the Repurchase Mandate, on the basis of [●] Shares in issue immediately after the [●], would result in up to [●] Shares being repurchased by us during the period in which the Repurchase Mandate remains in force.

### *(e) General*

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates currently intends to sell any Shares to our Company or our subsidiaries.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws of the Cayman Islands.

If, as a result of a securities repurchase, a Shareholder’s proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purpose of the Hong Kong Code on Takeovers and Mergers (“Takeovers Code”). Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, the Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.

No connected person (as defined in the Listing Rules) of our Company has notified us that he/she/it has a present intention to sell Shares to our Company, or has undertaken not to do so if the Repurchase Mandate is exercised.

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### FURTHER INFORMATION ABOUT THE BUSINESS OF OUR COMPANY

#### 9. Summary of material contracts

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

- (a) a share purchase agreement dated 10 June 2008 entered into between (i) the Wang Brothers and the Management and Other Shareholders as vendors; and (ii) Lilang Holdings as purchaser for the acquisition by Lilang Holdings of the entire issued share capital of Lilang International, in consideration of and in exchange for which Lilang Holdings, at the direction of the Wang Brothers and the Management and Other Shareholders, allotted and issued, credited as fully paid, an aggregate of 10,000 new shares as to 8,350 shares to Xiao Sheng International and as to 1,650 shares to Ming Lang Investments;
- (b) a deed of loan assignment dated 12 September 2008 made between (i) the Wang Brothers as assignor; (ii) Lilang Holdings as the assignee and (iii) Lilang International as the debtor for the assignment to Lilang Holdings of the Wang Brothers’ rights, interests, title, claims and benefits to, of and in the loans respectively owed by Lilang International to the Wang Brothers in the aggregate amount of HK\$135,490,000;
- (c) a share purchase agreement dated 12 September 2008 entered into between (i) Xiao Sheng International and Ming Lang Investments as vendors; (ii) the Wang Brothers and the Management and Other Shareholders as warrantors; and (iii) our Company as purchaser for the acquisition by our Company of the entire issued share capital of Lilang Holdings, in consideration of and in exchange for which our Company, at the direction of Xiao Sheng International and Ming Lang Investments, (i) allotted and issued, credited as fully paid, an aggregate of 940,000 new Shares, as to 635,000 Shares to Xiao Sheng International, 165,000 Shares to Ming Lang Investments, an aggregate of 93,000 Shares to the Wang Brothers and an aggregate of 47,000 Shares to the Management and Other Shareholders; and (ii) credited as fully paid at par the 1,000,000 nil-paid Shares then held by Xiao Sheng International and Ming Lang Investments;
- (d) a deed of indemnity dated 10 September 2009 executed by Xiao Sheng International, Ming Lang Investments and the Wang Brothers in favour of our Company (for ourselves and as trustee for our subsidiaries stated therein) containing the indemnities more particularly referred to in paragraph headed “Estate duty, tax and other indemnities” of this Appendix; and
- (e) [●]



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**10. Our intellectual property rights***(a) Copyrights*

As at the Latest Practicable Date, we are the registered proprietor and beneficial owner of the copyrights in respect of the following designs for weave patterns:

<b>Description of the designs</b>	<b>Place of registration</b>	<b>Registration number</b>	<b>Duration of validity</b>
Weave pattern 1	PRC	13-2007-F-0270	16 January 2007 – 31 December 2057
Weave pattern 2	PRC	13-2007-F-0271	16 January 2007 – 31 December 2057
Weave pattern 3	PRC	13-2007-F-0272	16 January 2007 – 31 December 2057
Weave pattern 4	PRC	13-2007-F-0273	16 January 2007 – 31 December 2057
Weave pattern 5	PRC	13-2007-F-0274	16 January 2007 – 31 December 2057
Weave pattern 6	PRC	13-2007-F-0275	16 January 2007 – 31 December 2057
Weave pattern 7	PRC	13-2007-F-0276	16 January 2007 – 31 December 2057
Weave pattern 8	PRC	13-2007-F-0277	16 January 2007 – 31 December 2057
Weave pattern 9	PRC	13-2007-F-0278	16 January 2007 – 31 December 2057
Weave pattern 10	PRC	13-2007-F-0279	16 January 2007 – 31 December 2057
Weave pattern 11	PRC	13-2007-F-0280	16 January 2007 – 31 December 2057
Weave pattern 12	PRC	13-2007-F-0281	16 January 2007 – 31 December 2057
Weave pattern 13	PRC	13-2007-F-0282	16 January 2007 – 31 December 2057
Weave pattern 14	PRC	13-2007-F-0283	16 January 2007 – 31 December 2057
Weave pattern 15	PRC	13-2007-F-0284	16 January 2007 – 31 December 2057
Weave pattern 16	PRC	13-2007-F-0285	16 January 2007 – 31 December 2057
Weave pattern 17	PRC	13-2007-F-0286	16 January 2007 – 31 December 2057
Weave pattern 19	PRC	13-2007-F-0287	16 January 2007 – 31 December 2057
Weave pattern 20	PRC	13-2007-F-0288	16 January 2007 – 31 December 2057

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<b>Description of the designs</b>	<b>Place of registration</b>	<b>Registration number</b>	<b>Duration of validity</b>
Weave pattern 21	PRC	13-2007-F-0289	16 January 2007 – 31 December 2057
Button pattern	PRC	13-2008-F0098	For a period from the date on which the copyright is first published to 31 December of the 50th year thereafter
Cuff link pattern	PRC	13-2008-F0099	For a period from the date on which the copyright is first published to 31 December of the 50th year thereafter










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### (b) Trade marks

As at the Latest Practicable Date, we are the registered proprietor and beneficial owner of the following trademarks which are material to the business of our Group:

No.	Trademark	Place of registration	Class	Registration number	Duration of validity
1.	 LILANG • 利郎	PRC	18 (Note 1)	3364851	28 June 2004 – 27 June 2014
2.	 LILANG • 利郎	Hong Kong	25 (Note 2)	300341414	21 December 2004 – 20 December 2014
3.	 LILANG • 利郎	Macau	25	N/015799	5 May 2005 – 5 May 2012
4.	 LILANG • 利郎	PRC	26 (Note 3)	3364867	28 September 2004 – 27 September 2014
5.	 LILANG • 利郎	PRC	25	4427955	14 December 2008 – 13 December 2018
6.		PRC	18	913083	14 December 2006 – 13 December 2016
7.		PRC	25	626989	20 January 2003 – 19 January 2013
8.		PRC	18	917013	21 December 2006 – 20 December 2016
9.	LILANG	PRC	25	1172696	7 May 2008 – 6 May 2018
10.	利郎	PRC	25	1183944	14 June 2008 – 13 June 2018
11.	利郎	Taiwan	25	01171368	1 September 2005 – 31 August 2015
12.	利郎王	PRC	25	1089056	28 August 2007 – 27 August 2017
13.		PRC	25	1144625	21 January 2008 – 20 January 2018

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No.	Trademark	Place of registration	Class	Registration number	Duration of validity
14.		PRC	25	1405096	7 June 2000 – 6 June 2010
15.		PRC	25	1405265	7 June 2000 – 6 June 2010
16.		PRC	25	1513109	28 January 2001 – 27 January 2011
17.		PRC	25	1513110	28 January 2001 – 27 January 2011
18.		Designations under the Madrid Agreement and Protocol (Note 47)	25	846116	18 March 2005 – 18 March 2015
19.		PRC	25	1593187	28 June 2001 – 27 June 2011
20.		PRC	25	1939331	28 October 2002 – 27 October 2012
21.		PRC	25	3257091	14 April 2004 – 13 April 2014
22.		PRC	25	3257092	28 February 2004 – 27 February 2014
23.		PRC	25	3257093	28 February 2004 – 27 February 2014
24.		PRC	25	3257094	28 February 2004 – 27 February 2014
25.		PRC	25	3257095	14 February 2004 – 13 February 2014
26.		PRC	25	3257096	28 February 2004 – 27 February 2014
27.		PRC	25	4439780	21 February 2009 – 20 February 2019
28.		PRC	25	4439781	21 February 2009 – 20 February 2019
29.		PRC	25	4439783	21 February 2009 – 20 February 2019

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No.	Trademark	Place of registration	Class	Registration number	Duration of validity
30.	胜利郎 SHENGLILANG	PRC	25	4439784	7 May 2009 – 6 May 2019
31.	港利郎 GANGLILANG	PRC	25	4439785	28 February 2009 – 27 February 2019
32.	赢利郎 YINGLILANG	PRC	25	4439786	28 February 2009 – 27 February 2019
33.	美利郎 MEILILANG	PRC	25	4439789	7 May 2009 – 6 May 2019
34.	利郎鹰 LILANGYING	PRC	25	4440038	21 February 2009 – 20 February 2019
35.	利郎豹 LILANGBAO	PRC	25	4440039	21 February 2009 – 20 February 2019
36.	利郎虎 LILANGHU	PRC	25	4440040	21 February 2009 – 20 February 2019
37.	利郎龙 LILANGLONG	PRC	25	4440041	28 February 2009 – 27 February 2019
38.	英利郎 YINGLILANG	PRC	25	4440042	21 February 2009 – 20 February 2019
39.	梨郎 LILANG	PRC	25	4440043	21 February 2009 – 20 February 2019
40.	莉郎 LILANG	PRC	25	4440044	21 February 2009 – 20 February 2019
41.	利琅 LILANG	PRC	25	4440045	21 February 2009 – 20 February 2019
42.	立郎 LILANG	PRC	25	4440046	21 February 2009 – 20 February 2019
43.	皇家利郎 HUANGJIALILANG	PRC	25	4440065	21 February 2009 – 20 February 2019
44.	法利郎 FALILANG	PRC	25	4439779	21 April 2009 – 20 April 2019
45.	利郎王子 LILANGWANGZI	PRC	25	4439790	21 November 2008 – 20 November 2018
46.		PRC	25	3433478	14 December 2004 – 13 December 2014

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47.		PRC	25	3433479	14 December 2004 – 13 December 2014
48.	玉领先生	PRC	25	3458736	14 January 2005 – 13 January 2015
49.	玉领先生	PRC	35 (Note 4)	3458735	28 August 2004 – 27 August 2014
50.	利郎商务服装	PRC	25	3458738	21 January 2005 – 20 January 2015
51.	黎领	PRC	25	3458740	21 January 2005 – 20 January 2015
52.	黎领	PRC	35	3458739	28 August 2004 – 27 August 2014
53.	玉领	PRC	25	3458994	14 February 2005 – 13 February 2015
54.	玉领	PRC	35	3458728	28 August 2004 – 27 August 2014
55.		Hong Kong	25	300158599	14 February 2004 – 13 February 2014
56.		Hong Kong	25	300652987	6 June 2006 – 5 June 2016
57.		Macau	25	N/022792	5 October 2007 – 5 October 2014
58.		PRC	25	4850360	28 April 2009 – 27 April 2019
59.		PRC	34 (Note 5)	5412213	7 April 2009 – 6 April 2019

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No.	Trademark	Place of registration	Class	Registration number	Duration of validity
60.	利郎商务休闲	PRC	25	4119685	14 January 2008 – 13 January 2018
61.	利郎商务男装	PRC	25	4119686	14 January 2008 – 13 January 2018
62.		PRC	18	3623672	7 January 2006 – 6 January 2016
63.		PRC	25	3623673	7 January 2006 – 6 January 2016
64.	<b>LILANZ 利郎</b>	Hong Kong	18, 25, 35	301041524	29 January 2008 – 28 January 2018
65.	<b>LILANZ 利郎</b>	Macau	18	N/033904	28 August 2008 – 28 August 2015
66.	<b>LILANZ 利郎</b>	Macau	25	N/033906	28 August 2008 – 28 August 2015
67.	<b>LILANZ 利郎</b>	Macau	35	N/033908	28 August 2008 – 28 August 2015
68.	<b>LILANZ 利郎</b>	Taiwan	18	01341836	16 December 2008 – 15 December 2018
69.	<b>LILANZ 利郎</b>	Taiwan	25	01364601	1 June 2009 – 31 May 2019
70.	<b>LILANZ 利郎</b>	Taiwan	35	01370783	16 July 2009 – 15 July 2019
71.		Macau	18	N/033905	28 August 2008 – 28 August 2015
72.		Macau	25	N/033907	28 August 2008 – 28 August 2015
73.		Macau	35	N/033909	28 August 2008 – 28 August 2015
74.		Taiwan	25	01333213	16 October 2008 – 15 October 2018
75.		Taiwan	18	01341835	16 December 2008 – 15 December 2018
76.		Taiwan	35	01370782	16 July 2009 – 15 July 2019

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No.	Trademark	Place of registration	Class	Registration number	Duration of validity
77.		Hong Kong	18, 25, 35	301041533	29 January 2008 – 28 January 2018
78.		Designations under the Madrid Agreement and Protocol (Note 48)	25	986955	1 December 2008 – 1 December 2018
79.		Japan	25	5175681	For a period of 10 years from 24 October 2008
80.		Korea	25	40-0780100	For a period of 10 years from 19 February 2009
81.		The United States of America	25	3588706	For a period of 10 years from 10 March 2009
82.		Germany	25	302008056830	29 August 2008 – 31 August 2018
83.		PRC	25	4257089	28 June 2008 – 27 June 2018

As at the Latest Practicable Date, we had applied for registration of the following trademarks, the registration of each of which has not yet been granted:

No.	Trademark	Place of application	Class	Date of application	Application number
1.	利郎LELO	PRC	25	22 August 2005	4850361
2.	今利郎 JINLILANG	PRC	25	29 December 2004	4439782
3.	名利郎 MINGLILANG	PRC	25	29 December 2004	4440037
4.	简约而不简单	PRC	9 (Note 6)	29 December 2004	4439605
5.	简约而不简单	PRC	11 (Note 7)	29 December 2004	4439604
6.	简约而不简单	PRC	12 (Note 8)	29 December 2004	4439603
7.	简约而不简单	PRC	18	29 December 2004	4439601
8.	简约而不简单	PRC	23 (Note 9)	29 December 2004	4439600
9.	简约而不简单	PRC	25	29 December 2004	4439598



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No.	Trademark	Place of application	Class	Date of application	Application number
10.	简约而不简单	PRC	26	29 December 2004	4439597
11.	简约而不简单	PRC	28 (Note 10)	29 December 2004	4439586
12.	简约而不简单	PRC	32 (Note 11)	29 December 2004	4439585
13.	简约而不简单	PRC	33 (Note 12)	29 December 2004	4439584
14.	简约而不简单	PRC	34	29 December 2004	4439583
15.	简约而不简单	PRC	35	29 December 2004	4439582
16.	简约而不简单	PRC	41 (Note 13)	29 December 2004	4439581
17.	简约而不简单	PRC	42 (Note 14)	29 December 2004	4439580
18.	简约而不简单	PRC	43 (Note 15)	29 December 2004	4439579
19.	简约而不简单	PRC	44 (Note 16)	29 December 2004	4439578
20.	简约而不简单	PRC	45 (Note 17)	29 December 2004	4439577
21.		PRC	25	6 February 2005	4501988
22.		PRC	25	7 February 2005	4503766
23.		PRC	25	20 March 2006	5221763
24.		PRC	25	26 January 2006	5142593
25.		PRC	25	20 March 2006	5221762
26.		PRC	18	30 April 2006	5327021
27.		PRC	25	30 April 2006	5327041
28.		PRC	18	30 April 2006	5327020
29.		PRC	25	30 April 2006	5327040
30.		PRC	18	12 June 2006	5412211

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No.	Trademark	Place of application	Class	Date of application	Application number
31.		PRC	25	12 June 2006	5411174
32.		PRC	3 (Note 18)	12 June 2006	5411164
33.		PRC	18	12 June 2006	5411158
34.		PRC	26	12 June 2006	5411165
35.		PRC	28	12 June 2006	5412214
36.		PRC	35	12 June 2006	5412212
37.	利郎商务会所	PRC	35	18 September 2006	5612889
38.	利郎商务时间	PRC	35	18 September 2006	5612888
39.		PRC	25	25 December 2006	5806450
40.		PRC	25	25 December 2006	5805277
41.		PRC	25	16 April 2007	5999893
42.		PRC	25	16 April 2007	5999891
43.		PRC	25	16 April 2007	5999892

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No.	Trademark	Place of application	Class	Date of application	Application number
44.		PRC	25	24 September 2007	6291984
45.	<b>LilanZenz</b>	PRC	18	10 December 2007	6427466
46.	<b>LilanZenz</b>	PRC	25	2 November 2007	6355052
47.	<b>LilanZenz</b>	PRC	35	10 December 2007	6427465
48.	<b>ILAN</b>	PRC	18	10 December 2007	6427459
49.	<b>ILAN</b>	PRC	25	10 December 2007	6427458
50.	<b>ILAN</b>	PRC	35	10 December 2007	6427457
51.	<b>Lilan</b>	PRC	18	10 December 2007	6427464
52.	<b>Lilan</b>	PRC	25	10 December 2007	6427463
53.	<b>Lilan</b>	PRC	35	10 December 2007	6427462
54.		PRC	18	10 December 2007	6427461
55.		PRC	25	10 December 2007	6427460
56.		PRC	18	10 December 2007	6427431
57.		PRC	25	10 December 2007	6427430

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No.	Trademark	Place of application	Class	Date of application	Application number
58.		PRC	25	14 December 2007	6436503
59.	 简约 而不简单	PRC	3	14 December 2007	6436497
60.	 简约 而不简单	PRC	18	14 December 2007	6436502
61.	 简约 而不简单	PRC	23	14 December 2007	6436501
62.	 简约 而不简单	PRC	25	14 December 2007	6436500
63.	 简约 而不简单	PRC	26	14 December 2007	6436496
64.	 简约 而不简单	PRC	28	14 December 2007	6436495
65.	 简约 而不简单	PRC	32	14 December 2007	6436499
66.	 简约 而不简单	PRC	33	14 December 2007	6436498

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No.	Trademark	Place of application	Class	Date of application	Application number
67.	 简约 而不简单	PRC	34	14 December 2007	6436494
68.	 简约 而不简单	PRC	35	14 December 2007	6436513
69.	<b>Lilanz</b>	PRC	18	20 December 2007	6447997
70.	<b>Lilanz</b>	PRC	25	20 December 2007	6447996
71.	<b>Lilanz</b>	PRC	35	20 December 2007	6447995
72.	<b>Lilans</b>	PRC	18	20 December 2007	6448000
73.	<b>Lilans</b>	PRC	25	20 December 2007	6447999
74.	<b>Lilans</b>	PRC	35	20 December 2007	6447998
75.	<b>LILANZ</b> 利郎	PRC	35	17 January 2008	6514173
76.	<b>LILANZ</b> 利郎	PRC	25	17 January 2008	6514154
77.	<b>LILANZ</b> 利郎	PRC	18	17 January 2008	6514155
78.		PRC	1 (Note 19)	10 September 2008	6946791
79.		PRC	2 (Note 20)	10 September 2008	6946790
80.		PRC	3	10 September 2008	6946789
81.		PRC	4 (Note 21)	10 September 2008	6946788

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82.		PRC	5 ( <i>Note 22</i> )	10 September 2008	6946787
83.		PRC	6 ( <i>Note 23</i> )	10 September 2008	6946786
84.		PRC	7 ( <i>Note 24</i> )	10 September 2008	6946785
85.		PRC	8 ( <i>Note 25</i> )	10 September 2008	6946784
86.		PRC	9	10 September 2008	6946783
87.		PRC	10 ( <i>Note 26</i> )	10 September 2008	6946782
88.		PRC	11	10 September 2008	6946831
89.		PRC	12	10 September 2008	6946830
90.		PRC	13 ( <i>Note 27</i> )	10 September 2008	6946829
91.		PRC	14 ( <i>Note 28</i> )	10 September 2008	6946828
92.		PRC	15 ( <i>Note 29</i> )	10 September 2008	6946827
93.		PRC	16 ( <i>Note 30</i> )	10 September 2008	6946826
94.		PRC	17 ( <i>Note 31</i> )	10 September 2008	6946825
95.		PRC	18	17 January 2008	6514158
96.		PRC	19 ( <i>Note 32</i> )	10 September 2008	6946824
97.		PRC	20 ( <i>Note 33</i> )	10 September 2008	6946823
98.		PRC	21 ( <i>Note 34</i> )	10 September 2008	6946822

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No.	Trademark	Place of application	Class	Date of application	Application number
99.		PRC	22 ( <i>Note 35</i> )	10 September 2008	6946821
100.		PRC	23	10 September 2008	6946820
101.		PRC	24 ( <i>Note 36</i> )	10 September 2008	6946819
102.		PRC	25	17 January 2008	6514157
103.		PRC	26	10 September 2008	6946818
104.		PRC	27 ( <i>Note 37</i> )	10 September 2008	6946817
105.		PRC	28	10 September 2008	6946816
106.		PRC	29 ( <i>Note 38</i> )	10 September 2008	6946815
107.		PRC	30 ( <i>Note 39</i> )	10 September 2008	6946814
108.		PRC	31 ( <i>Note 40</i> )	10 September 2008	6946813
109.		PRC	32	10 September 2008	6946812
110.		PRC	33	10 September 2008	6946811
111.		PRC	34	10 September 2008	6946810
112.		PRC	35	17 January 2008	6514156
113.		PRC	36 ( <i>Note 41</i> )	10 September 2008	6946809
114.		PRC	37 ( <i>Note 42</i> )	10 September 2008	6946808
115.		PRC	38 ( <i>Note 43</i> )	10 September 2008	6946807

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No.	Trademark	Place of application	Class	Date of application	Application number
116.		PRC	39 ( <i>Note 44</i> )	10 September 2008	6946806
117.		PRC	40 ( <i>Note 45</i> )	10 September 2008	6946805
118.		PRC	41	10 September 2008	6946804
119.		PRC	42	10 September 2008	6946803
120.		PRC	43	10 September 2008	6946802
121.		PRC	44	10 September 2008	6946672
122.		PRC	45	10 September 2008	6946673
123.	<b>LILANZ 利郎</b>	PRC	1	10 September 2008	6946674
124.	<b>LILANZ 利郎</b>	PRC	2	10 September 2008	6946675
125.	<b>LILANZ 利郎</b>	PRC	3	10 September 2008	6946676
126.	<b>LILANZ 利郎</b>	PRC	5	10 September 2008	6946677
127.	<b>LILANZ 利郎</b>	PRC	8	10 September 2008	6946678
128.	<b>LILANZ 利郎</b>	PRC	10	10 September 2008	6946679
129.	<b>LILANZ 利郎</b>	PRC	13	10 September 2008	6946680
130.	<b>LILANZ 利郎</b>	PRC	15	10 September 2008	6946681
131.	<b>LILANZ 利郎</b>	PRC	17	10 September 2008	6946662
132.	<b>LILANZ 利郎</b>	PRC	18	17 January 2008	6514161
133.	<b>LILANZ 利郎</b>	PRC	22	10 September 2008	6946663
134.	<b>LILANZ 利郎</b>	PRC	23	10 September 2008	6946664
135.	<b>LILANZ 利郎</b>	PRC	25	17 January 2008	6514160
136.	<b>LILANZ 利郎</b>	PRC	26	10 September 2008	6946632
137.	<b>LILANZ 利郎</b>	PRC	28	10 September 2008	6946665



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No.	Trademark	Place of application	Class	Date of application	Application number
138.	<b>LILANZ 利郎</b>	PRC	33	10 September 2008	6946666
139.	<b>LILANZ 利郎</b>	PRC	34	10 September 2008	6946667
140.	<b>LILANZ 利郎</b>	PRC	35	17 January 2008	6514159
141.	<b>LILANZ 利郎</b>	PRC	36	10 September 2008	6946668
142.	<b>LILANZ</b>	PRC	35	4 May 2008	6697434
143.	<b>LILANZ</b>	PRC	25	4 May 2008	6697541
144.	<b>LILANZ</b>	PRC	18	4 May 2008	6697542
145.	 <b>LILANZ 利郎</b>	PRC	35	4 May 2008	6697543
146.	 <b>LILANZ 利郎</b>	PRC	25	4 May 2008	6697544
147.	 <b>LILANZ 利郎</b>	PRC	18	4 May 2008	6697545
148.	 <b>LILANZ 利郎</b>	Italy	25	1 April 2008	PR 2008 C 100
149.	 <b>LILANZ 利郎</b>	France	25	6 June 2008	08/3580455
150.	 <b>LILANZ 利郎</b>	Spain	25	1 April 2008	M2821037-9
151.	 <b>LILANZ 利郎</b>	Singapore	25	13 March 2008	T0803246A
152.	 <b>LILANZ 利郎</b>	The United Kingdom	25	13 March 2008	2482279
153.	 <b>LILANZ 利郎</b>	Australia	25	13 March 2008	1229722
154.	 <b>LILANZ 利郎</b>	India	25	20 March 2008	01667461

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*Notes:*

1. The specific products under class 18 in respect of which the trademark was registered and/or applied for registration are leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery.
2. The specific products under class 25 in respect of which the trademark was registered and/or applied for registration are clothing, footwear, headgear.
3. The specific products under class 26 in respect of which the trademark was registered and/or applied for registration are lace and embroidery, ribbons and braid; buttons, hooks and eyes, pins and needles; artificial flowers.
4. The specific services under class 35 in respect of which the trademark was registered and/or applied for registration are advertising; business management; business administration; office functions.
5. The specific products under class 34 in respect of which the trademark was applied for registration are tobacco; smokers’ articles; matches.
6. The specific products under class 9 in respect of which the trademark was applied for registration are scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.
7. The specific products under class 11 in respect of which the trademark was applied for registration are apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.
8. The specific products under class 12 in respect of which the trademark was applied for registration are vehicles; apparatus for locomotion by land, air or water.
9. The specific products under class 23 in respect of which the trademark was applied for registration are yarns and threads, for textile use.
10. The specific products under class 28 in respect of which the trademark was applied for registration are games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees.
11. The specific products under class 32 in respect of which the trademark was applied for registration are beers; mineral and aerated waters and other non-alcoholic drinks; fruit drinks and fruit juices; syrups and other preparations for making beverages.
12. The specific products under class 33 in respect of which the trademark was applied for registration are alcoholic beverages (except beers).
13. The specific services under class 41 in respect of which the trademark was applied for registration are education; providing of training; entertainment; sporting and cultural activities.

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14. The specific services under class 42 in respect of which the trademark was applied for registration are scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software.
15. The specific services under class 43 in respect of which the trademark was applied for registration are services for providing food and drink; temporary accommodation.
16. The specific services under class 44 in respect of which the trademark was applied for registration are medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services.
17. The specific services under class 45 in respect of which the trademark was applied for registration are legal services; security services for the protection of property and individuals; personal and social services rendered by others to meet the needs of individuals.
18. The specific products under class 3 in respect of which the trademark was applied for registration are bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.
19. The specific products under class 1 in respect of which the trademark was applied for registration are chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; manures; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry.
20. The specific products under class 2 in respect of which the trademark was applied for registration are paints, varnishes, lacquers; preservatives against rust and against deterioration of wood; colorants; mordants; raw natural resins; metals in foil and powder form for painters, decorators, printers and artists.
21. The specific products under class 4 in respect of which the trademark was applied for registration are industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles and wicks for lighting.
22. The specific products under class 5 in respect of which the trademark was applied for registration are pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides.
23. The specific products under class 6 in respect of which the trademark was applied for registration are common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; goods of common metal not included in other classes; ores.
24. The specific products under class 7 in respect of which the trademark was applied for registration are machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated; incubators for eggs.
25. The specific products under class 8 in respect of which the trademark was applied for registration are hand tools and implements (hand-operated); cutlery; side arms; razors.

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26. The specific products under class 10 in respect of which the trademark was applied for registration are surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.
27. The specific products under class 13 in respect of which the trademark was applied for registration are firearms; ammunition and projectiles; explosives; fireworks.
28. The specific products under class 14 in respect of which the trademark was applied for registration are precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewellery, precious stones; horological and chronometric instruments.
29. The specific products under class 15 in respect of which the trademark was applied for registration are musical instruments.
30. The specific products under class 16 in respect of which the trademark was applied for registration are paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); printers' type; printing blocks.
31. The specific products under class 17 in respect of which the trademark was applied for registration are rubber, gutta-percha, gum, asbestos, mica and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, not of metal.
32. The specific products under class 19 in respect of which the trademark was applied for registration are building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.
33. The specific products under class 20 in respect of which the trademark was applied for registration are furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics.
34. The specific products under class 21 in respect of which the trademark was applied for registration are household or kitchen utensils and containers; combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes.
35. The specific products under class 22 in respect of which the trademark was applied for registration are ropes, string, nets, tents, awnings, tarpaulins, sails, sacks and bags (not included in other classes); padding and stuffing materials (except of rubber or plastics); raw fibrous textile materials.
36. The specific products under class 24 in respect of which the trademark was applied for registration are textiles and textile goods, not included in other classes; bed and table covers.
37. The specific products under class 27 in respect of which the trademark was applied for registration are carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile).

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38. The specific products under class 29 in respect of which the trademark was applied for registration are meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats.
39. The specific products under class 30 in respect of which the trademark was applied for registration are coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.
40. The specific products under class 31 in respect of which the trademark was applied for registration are agricultural, horticultural and forestry products and grains not included in other classes; live animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt.
41. The specific services under class 36 in respect of which the trademark was applied for registration are insurance; financial affairs; monetary affairs; real estate affairs.
42. The specific services under class 37 in respect of which the trademark was applied for registration are building construction; repair; installation services.
43. The specific services under class 38 in respect of which the trademark was applied for registration are telecommunications.
44. The specific services under class 39 in respect of which the trademark was applied for registration are transport; packaging and storage of goods; travel arrangement.
45. The specific services under class 40 in respect of which the trademark was applied for registration are treatment of materials.
46. The descriptions of goods and services covered by the registration may vary according to the trademark practices in different countries. The descriptions of goods and services set out under notes 1 to 45 above should not be viewed as the exact descriptions of goods and services covered by registration of all countries.
47. This mark has been registered in Albania, Algeria, Antigua and Barbuda, Armenia, Australia, Austria, Azerbaijan, Belarus, Benelux, Bhutan, Bosnia and Herzegovina, Bulgaria, Croatia, Cuba, Cyprus, Czech Republic, Democratic People’s Republic of Korea, Denmark, Egypt, Estonia, Finland, France, Germany, Georgia, Greece, Hungary, Iceland, Ireland, Islamic Republic of Iran, Italy, Japan, Kazakhstan, Kenya, Kyrgyzstan, Latvia, Lesotho, Liberia, Liechtenstein, Lithuania, Monaco, Mongolia, Morocco, Mozambique, Netherlands Antilles, Norway, Poland, Portugal, Republic of Korea, Republic of Moldova, Romania, Russian Federation, San Marino, Serbia and Montenegro, Sierra Leone, Singapore, Slovakia, Slovenia, Spain, Sudan, Swaziland, Sweden, Switzerland, Tajikistan, The former Yugoslav Republic of Macedonia, Turkey, Turkmenistan, Ukraine, United Kingdom, United States of America, Uzbekistan, Viet Nam and Zambia through designations under the Madrid Agreement and Protocol.
48. This mark has been registered in Albania, Antigua and Barbuda, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Benelux, Bhutan, Botswana, Bulgaria, Croatia, Cuba, Cyprus, Czech Republic, Democratic People’s Republic of Korea, Denmark, Estonia, Finland, Georgia, Greece, Hungary, Iceland, Ireland, Islamic Republic of Iran, Kenya, Kyrgyzstan, Latvia, Lesotho, Liechtenstein, Lithuania, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Namibia, Netherlands Antilles, Norway, Poland, Portugal, Republic of Moldova, Romania, Russian Federation, San Marino, Serbia, Sierra Leone, Slovakia,

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Slovenia, Sultanate of Oman, Swaziland, Sweden, Switzerland, Syrian Arab Republic, The former Yugoslav Republic of Macedonia, Turkey, Turkmenistan, Ukraine, Uzbekistan, Viet Nam and Zambia through designations under the Madrid Agreement and Protocol.

(c) *Domain Name*

As at the Latest Practicable Date, we had registered the following domain name:

<b>Domain name</b>	<b>Expiry date</b>
lilang.mobi	12 June 2010
lilanz.hk	16 June 2010
中国利郎.cn	23 September 2009
中國利郎.cn	23 September 2009
中国利郎. 中国	23 September 2009
中國利郎. 中国	23 September 2009
利郎西服.cn	23 September 2009
利郎西服. 中国	23 September 2009
lilang.name	25 April 2010
利郎男装.cn	24 October 2010
利郎男装.cn	24 October 2010
利郎男装. 中国	24 October 2010
利郎男装. 中国	24 October 2010
简约.cn	30 October 2010
簡約.cn	30 October 2010
简约.中国	30 October 2010
簡約.中国	30 October 2010
商务男装.com	30 October 2010
商务男装.cn	30 October 2010
商務男装.cn	30 October 2010
商务男装.中国	30 October 2010
商務男装.中国	30 October 2010

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<b>Domain name</b>	<b>Expiry date</b>
利郎男装.公司	30 October 2010
利郎男装.公司	30 October 2010
利郎男装.公司.cn	30 October 2010
利郎男装.公司.cn	30 October 2010
利郎.com	7 November 2010
lilanz.com	8 November 2010
lilanz.net	8 November 2010
lilanz.com.cn	8 November 2010
lilanz.cn	8 November 2010
lilanz.mobi	8 November 2010
lilang.com.cn	18 November 2010
lilang.com	15 December 2010
简约男人.cn	27 March 2011
簡約男人.cn	27 March 2011
简约男人.中国	27 March 2011
簡約男人.中国	27 March 2011
简约风暴.cn	27 March 2011
簡約風暴.cn	27 March 2011
简约风暴.中国	27 March 2011
簡約風暴.中国	27 March 2011
lilang.cn	28 April 2011
利郎.cn	18 August 2011
利郎.中国	18 August 2011

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### *(d) Internet keywords*

As at the Latest Practicable Date, we had registered the following internet keywords:

<b>Internet keywords</b>	<b>Expiry date</b>
利郎	22 November 2010
中国利郎	31 October 2010
中國利郎	31 October 2010
简约男人	31 October 2010
簡約男人	31 October 2010

### *(e) Wireless keywords*

As at the Latest Practicable Date, we had registered the following wireless keywords:

<b>Wireless keywords</b>	<b>Expiry date</b>
利郎	13 September 2009
lilanz	10 June 2011

## **11. Connected transactions and party transactions**

Save as disclosed in this document headed “Business” and in note 31 to our consolidated financial statements included in the Accountants’ Report, the text of which is set out in Appendix I to this document, during the two years immediately preceding the date of this document, our Company has not engaged in any other material connected transactions or related party transactions.

## **FURTHER INFORMATION ABOUT DIRECTORS AND SHAREHOLDERS**

### **12. Directors**

#### *(a) Disclosure of interests of the Directors*

Each of the Wang Brothers, Mr. Cai Rong Hua, Mr. Hu Cheng Chu, Mr. Wang Ru Ping, Mr. Pan Rong Bin is interested in the Reorganisation.

Save as disclosed in this document, none of the Directors or their associates were engaged in any dealings with us during the two years preceding the date of this document.



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*(b) Particulars of Directors’ service contracts*

*Executive Directors*

Each of the Wang Brothers, Mr. Cai Rong Hua, Mr. Hu Cheng Chu, Mr. Wang Ru Ping and Mr. Pan Rong Bin, being all the executive Directors, has entered into a service contract with our Company pursuant to which they agreed to act as executive Directors for an initial fixed term of three years with effect from 4 September 2009, which shall be renewed and extended automatically for successive terms of one year upon expiry of the then current term until terminated by either party by giving not less than six months’ written notice expiring at the end of the initial term of their appointment or any time thereafter to the other.

With effect from the [●], each of these executive Directors is entitled to the respective basic salary set out below (subject to an annual increment after 1 January 2010 at the discretion of the Directors of not more than 8% of the annual salary immediately prior to such increase). Upon completion of every 12-month period of the terms of the service contract, each of these executive Directors shall be entitled to a guaranteed year-end bonus of an amount equivalent to his salary for one month, provided that, if any such executive Director does not complete a full 12-month period of the term of his service contract, he shall be entitled to a rateable proportion (apportioned on a time basis) of the guaranteed year end bonus which he would have received had he completed a whole 12-month term.

In addition, with effect from the [●], each of the executive Directors is also entitled to a discretionary management bonus in such sum as the Board may in its absolute discretion determine provided that the aggregate amount of bonuses payable to all the executive Directors for any financial year of our Company shall not exceed 5% of the audited consolidated or combined net profit attributable to the shareholders of us (after taxation and minority interests and payment of such bonuses but before extraordinary or exceptional items) in respect of that financial year of our Company. An executive Director may not vote on any resolution of the Directors regarding the amount of management bonus payable to him.

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The current basic annual salaries of the executive Directors payable under their service contracts (inclusive of the said guaranteed year-end bonus) are as follows:

<b>Name</b>	<b>Annual salary (RMB)</b>
Mr. Wang Dong Xing	1,040,000
Mr. Wang Liang Xing	1,300,000
Mr. Wang Cong Xing	780,000
Mr. Cai Rong Hua	585,000
Mr. Hu Cheng Chu	585,000
Mr. Wang Ru Ping	585,000
Mr. Pan Rong Bin	585,000

*Independent non-executive Directors*

Each of the independent non-executive Directors has been appointed for an initial term of two years commencing from 4 September 2009, which shall be renewed and extended automatically for successive terms of two years upon expiry of the then current term until terminated by either party giving not less than three months' written notice expiring at the end of the initial term of their appointment or any time thereafter to the other. The appointments are subject to the provisions of the Articles of Association with regard to vacation of office of Directors, removal and retirement by rotation of Directors. Each of the independent non-executive Directors is entitled to a director's fee of RMB200,000 per annum with effect from the [●]. Save for directors' fees, none of the independent non-executive Directors is expected to receive any other remuneration for holding their office as an independent non-executive Director.

Save as aforesaid, none of the Directors has or is proposed to have a service contract with our Company or any of our subsidiaries other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

**(c) Directors remuneration**

- (i) The aggregate emoluments paid and benefits in kind granted by us to the Directors in respect of the financial year ended 31 December 2008 were approximately RMB2,510,000.
- (ii) Under the arrangements currently in force, the aggregate emoluments (excluding discretionary bonus) payable by us to and benefits in kind receivable by the Directors (including the independent non-executive Directors in their respective capacity as Directors) for the year ending 31 December 2009 are expected to be approximately RMB3,640,000.

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- (iii) None of the Directors or any past directors of any member of us has been paid any sum of money for the years ended 31 December 2006, 2007 and 2008 and the six months ended 30 June 2009 (i) as an inducement to join or upon joining our Company or (ii) for loss of office as a director of any member of us or of any other office in connection with the management of the affairs of any member of us.
- (iv) There has been no arrangement under which a Director has waived or agreed to waive any emoluments for the years ended 31 December 2006, 2007 and 2008 and the six months ended 30 June 2009.

***(d) Interests and short positions of Directors in the shares, underlying shares or debentures of our Company and our associated corporations***

Immediately following completion of the [●] and taking no account of any Shares which may be allotted and issued pursuant to the exercise of the [●] and the options which have been or may be granted under the [●] Share Option Scheme and the Share Option Scheme, the interests and short positions of the Directors in the shares, underlying shares or debentures of our Company and our associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions in which they are taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which will be required to notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers contained in the Listing Rules, once the Shares are listed, will be as follows:

<b>Name of Director</b>	<b>Name of Group member/associated corporation</b>	<b>Capacity/nature of interest</b>	<b>Number and class of securities (Note 1)</b>	<b>Approximate percentage of shareholding</b>
Mr. Wang Dong Xing	The Company	Beneficial owner	22,950,000 Shares (L)	1.90%
	Xiao Sheng International (Note 2)	Beneficial owner	2,550 Shares of US\$1.00 each (L)	25.5%
Mr. Wang Liang Xing	The Company	Beneficial owner	22,950,000 Shares (L)	1.90%
	Xiao Sheng International (Note 2)	Beneficial owner	2,550 Shares of US\$1.00 each (L)	25.5%
Mr. Wang Cong Xing	The Company	Beneficial owner	22,950,000 Shares (L)	1.90%
	Xiao Sheng International (Note 2)	Beneficial owner	2,550 Shares of US\$1.00 each (L)	25.5%

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Name of Director	Name of Group member/associated corporation	Capacity/nature of interest	Number and class of securities (Note 1)	Approximate percentage of shareholding
Mr. Cai Rong Hua	The Company	Beneficial owner	7,200,000 Shares (L)	0.60%
	Xiao Sheng International (Note 2)	Beneficial owner	800 Shares of US\$1.00 each (L)	8%
Mr. Hu Cheng Chu	The Company	Beneficial owner	4,500,000 Shares (L)	0.38%
	Xiao Sheng International (Note 2)	Beneficial owner	500 Shares of US\$1.00 each (L)	5%
Mr. Wang Ru Ping	The Company	Beneficial owner	2,700,000 Shares (L)	0.23%
	Xiao Sheng International (Note 2)	Beneficial owner	300 Shares of US\$1.00 each (L)	3%
Mr. Pan Rong Bin	The Company	Beneficial owner	2,700,000 Shares (L)	0.23%
	Xiao Sheng International (Note 2)	Beneficial owner	300 Shares of US\$1.00 each (L)	3%

*Notes:*

1. The letter “L” denotes the Directors’ long position in the shares of our Company or the relevant associated corporation.
2. Xiao Sheng International is owned as to 25.5% by each of the Wang Brothers, 8% by Mr. Cai Rong Hua, 5% by Hu Cheng Chu, 3% by each of Wang Ru Ping and Pan Rong Bin, 2% by Mr. Chen Wei Jin, 1% by each of Mr. Wang Qiao Xing and Ms. Chen Yu Hua and 0.5% by Mr. Xu Tian Min.

### 13. Interest discloseable under the SFO and substantial shareholders

So far as is known to the Directors, immediately following completion of the [●] (but without taking account of any Shares which may be taken up or acquired under the [●] and any Shares which may be allotted, and issued upon the exercise of the [●] and the options which have been or may be granted under the [●] Share Option Scheme and the Share Option Scheme), other than a Director or chief executive of our Company whose interests are disclosed under the sub-paragraph headed “Interests and short positions of the Directors in the shares, underlying shares or debentures of our Company and our associated corporations” above, the following persons will have an interest or a short position in the Shares or underlying Shares which would fall to be disclosed to our Company under the

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provisions of Divisions 2 and 3 of Part XV of the SFO, or, will be, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of us:

Name of shareholder	Company/Name of Group member	Capacity/nature of interest	Number and class of securities (Note 1)	Approximate percentage of shareholding
Xiao Sheng International	The Company	Beneficial owner	[●] Shares (L) (Note 2)	[●]%
Ming Lang Investments	The Company	Beneficial owner	[●] Shares (L) (Note 3)	[●]%

Notes:

- (1) The letter “L” denotes the person’s long position in the shares of our Company or the relevant Group member.
- (2) These Shares will be held by Xiao Sheng International. Xiao Sheng International Limited is owned as to 25.5% by each of the Wang Brothers, 8% by Mr. Cai Rong Hua, 5% by Hu Cheng Chu, 3% by each of Wang Ru Ping and Pan Rong Bin, 2% by Mr. Chen Wei Jin, 1% by each of Mr. Wang Qiao Xing and Ms. Chen Yu Hua and 0.5% by Mr. Xu Tian Min.
- (3) These Shares will be held by Ming Lang Investment Limited. Ming Lang Investment Limited is owned as to 25.5% by each of the Wang Brothers, 8% by Mr. Cai Rong Hua, 5% by Hu Cheng Chu, 3% by each of Wang Ru Ping and Pan Rong Bin, 2% by Mr. Chen Wei Jin, 1% by each of Mr. Wang Qiao Xing and Ms. Chen Yu Hua and 0.5% by Mr. Xu Tian Min.

### 14. Disclaimers

Save as disclosed in this document:

- (a) and taking no account of any Shares which may be taken up or acquired under the [●] or upon the exercise of the [●] and any options which have been or may be granted under the [●] Share Option Scheme and the Share Option Scheme, the Directors are not aware of any person (not being a Director or chief executive of our Company) who immediately following the completion of the [●] will have an interest or a short position in the Shares and underlying Shares which would fall to be disclosed to our Company under the provisions of Divisions 2 and 3 of Part XV of the SFO or who will, either directly or indirectly, be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of us;
- (b) none of the Directors has any interest or short position in any of the shares, underlying shares or debentures of our Company or any associated corporations within the meaning of Part XV of the SFO, which will have to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which any of them is deemed to have under such provisions of the SFO ) or which will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein or which will be

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required to be notified to our Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers, in each case once the Shares are listed;

- (c) none of the Directors nor any of the parties listed in the paragraph 24 below has been interested in the promotion of, or has any direct or indirect interest 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 our Company or any of the subsidiaries of our Company, or are proposed to be acquired or disposed of by or leased to our Company or any other member of us nor will any Director apply for the Shares either in his own name or in the name of a nominee;
- (d) none of the Directors nor any of the parties listed in the paragraph 24 below is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to business of us; and
- (e) [●]

**OTHER INFORMATION****15. [●] Share Option Scheme***(a) Summary of terms*

The purpose of the [●] Share Option Scheme is to recognise and reward the contribution of certain directors, senior management, employees, consultants and advisers of our Group to the growth and development of our Group and the [●] of the Shares on the Main Board. The principal terms of the [●] Share Option Scheme adopted by a resolution in writing passed by all Shareholders on 12 September 2008 are similar to the terms of the Share Option Scheme except that:

- (i) the classes of eligible participants are different from that provided in paragraph 16 (a)(ii);
- (ii) the subscription price for Shares under the [●] Share Option Scheme is determined at the discretion of the Directors and is not required to be subject to the restrictions under Chapter 17 of the Listing Rules;

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- (iii) the general scheme limit, the individual limit applicable to each proposed grantee and the restrictions on grant of options to a connected person as referred to in paragraphs 16 (a)(iv)(bb), 16(a)(v) and 16(a)(vi), respectively, do not apply;
- (iv) the rules of the [●] Share Option Scheme were adopted unconditionally by a resolution in writing passed by all Shareholders on 12 September 2008, but the exercise of any option granted thereunder is conditional upon the [●] granting [●] of, and permission to deal in, any Shares to be issued pursuant to the exercise of options granted under the [●] Share Option Scheme within 30 days after the date of this document, failing which such options granted and the [●] Share Option Scheme shall forthwith lapse, and the exercise period of options granted may not commence earlier than the first day immediately following the expiry of six months after the [●];
- (v) the Directors may only grant options under the [●] Share Option Scheme at any time within a period commencing from 12 September 2008 and ending on the Latest Practicable Date;
- (vi) any offer of option made by the Directors under the [●] Share Option Scheme shall be open for acceptance for a period of up to the earlier of 21 days from the relevant offer date or the Latest Practicable Date;
- (vii) in the event of a capitalisation of profits or reserves, rights issue, sub-division or consolidation of Shares or reduction of capital of the Company while an option remains exercisable or the [●] Share Option Scheme remains in effect, the number or nominal amount of Shares to which the [●] Share Option Scheme or any option relates (insofar as it is/they are unexercised) and/or the subscription price of the option concerned and/or (unless the grantee of the option elects to waive such adjustment) the number of Shares comprised in an option or which remains comprised in an option granted under the [●] Share Option Scheme is subject to adjustments on terms similar to that of the Share Option Scheme as referred to in paragraph 16(a)(xix) below, except that the requirement for a written confirmation from the auditors or independent financial adviser to the Directors that the adjustments satisfy the requirements of the relevant provisions of the Listing Rules as stated in paragraph 16(a)(xix) is not applicable to the [●] Share Option Scheme and options granted thereunder.

Application has been made to the [●] for the [●] of, and permission to [●] in, the Shares to be allotted and issued pursuant to the exercise of the options granted under the [●] Share Option Scheme.

On 4 September 2009, options to subscribe for an aggregate of 9,611,100 Shares at 80% of the final [●] were granted by us to 76 of our senior management and employees under the [●] Share Option Scheme and all of these options were outstanding as at the Latest Practicable Date. Such options, if exercised in full, will represent approximately 0.79% of the share capital of our Company immediately after completion of the [●] and

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as enlarged by the issue of Shares pursuant to the exercise of all options granted under the [●] Share Option Scheme, but without taking into account any Shares which may fall to be allotted and issued upon the exercise of the [●] and any options which may be granted under the Share Option Scheme. A nominal consideration of HK\$1 had been paid by each grantee on acceptance of the options so granted. The options so granted are personal to the relevant grantees and shall not be transferable or assignable. The Directors confirm that no further option has been or will be granted under the [●] Share Option Scheme prior to the Latest Practicable Date and after the [●].

*(b) Outstanding options granted under the [●] Share Option Scheme*

None of the directors of our Company and our subsidiaries had been granted options under the [●] Share Option Scheme.

Detail terms of the options which have been granted under the [●] Share Option Scheme and which remained outstanding as at the Latest Practicable Date are set out below:

Name of grantee (position in our Group) <i>(Note 1)</i>	Residential address of grantee	The date on which the grantee joined our Group	Number of underlying Shares under the option and exercise period (see notes)	Approximate percentage of shareholding held upon exercise of all the options <i>(Note 2)</i>
<b>Senior management</b>				
Ji Wen Bo (Chief fashion designer of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	4 October 2001	[●]	[●]
Lin Yi-Chieh (Head of the CEO office of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	7 June 2007	[●]	[●]
Shi Mei Ya (Head of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 August 1998	[●]	[●]
Yu Cheeric (Chief financial officer of our Group, and company secretary of our Company)	18G, Tower 6 Island Harbourview 11 Hoi Fan Road Tai Kok Tsui Kowloon	18 August 2008	[●]	[●]
Ji Sheng (Vice President of the administration and human resources department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	8 June 2009	[●]	[●]
Zhang Yu Feng (Head of marketing in the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	27 August 2007	[●]	[●]
Chen Zhi Mei (Assistant to vice president of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	8 June 2001	[●]	[●]
Zhuang Zhi Han (Deputy financial officer of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 September 2008	[●]	[●]



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Name of grantee (position in our Group) (Note 1)	Residential address of grantee	The date on which the grantee joined our Group	Number of underlying Shares under the option and exercise period (see notes)	Approximate percentage of shareholding held upon exercise of all the options (Note 2)
Huang Ming Hai (Assistant to the chief financial officer of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 April 1995	[●]	[●]
<i>Other employees</i>				
Wan Guo Qing (Senior consultant of the CEO office of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	10 October 2000	[●]	[●]
Qiu Qin Qi (Assistant to vice chairman of our Company)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 April 1995	[●]	[●]
Yiu Hau Ming (Finance and administrative manager of Lilang International)	Room B, 8th Floor, Block 1 Kong Chian Tower, 351 Des Voeux Road West, Sai Wan, Hong Kong	23 March 2004	[●]	[●]
Yang Fan (Department head of human resources department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 August 2008	[●]	[●]
Zhao Yu (Head of the Group’s Shanghai product development and planning centre)	Room 2202, Block 11, 309 Donghanyang Road, Hongkou District, Shanghai	20 June 2009	[●]	[●]
Lai Bang Fa (Senior employee of the marketing and planning department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 October 2001	[●]	[●]
Lin Jin Wen (Senior employee of the marketing and retail department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	12 March 2006	[●]	[●]
Guan Hai Wen (Department head of the information technology department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 April 2000	[●]	[●]
Fu Hua Li (Department head of the research and development management department, product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 April 1995	[●]	[●]
Cheng Guo Zhong (Assistant to the president of supply chain management committee of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	14 June 2005	[●]	[●]
Zhao Peng (Department head of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	23 February 2007	[●]	[●]
Luo Xiao Lan (Assistant to Vice President of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	18 September 2000	[●]	[●]
Wu Ping Sheng (Assistant to head of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 June 2004	[●]	[●]

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Name of grantee (position in our Group) (Note 1)	Residential address of grantee	The date on which the grantee joined our Group	Number of underlying Shares under the option and exercise period (see notes)	Approximate percentage of shareholding held upon exercise of all the options (Note 2)
Xu Li Da (Senior employee of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 January 1998	[●]	[●]
Cai Tuan Zhu (Deputy department head of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	3 April 2007	[●]	[●]
Liu Yu Yu (Deputy department head of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	13 November 1998	[●]	[●]
Li Bo (Senior employee of the tailor ordering department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	2 April 2008	[●]	[●]
Tu Hairong (Senior employee of the human resources department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	20 October 2008	[●]	[●]
Zhu Mei Ling (Senior employee of the human resources department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	20 May 2006	[●]	[●]
Wu Yi Feng (Department head of the administration department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 September 2007	[●]	[●]
Deng Li (Senior employee of the administration department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	14 May 2008	[●]	[●]
Lan Yi Qiang (Senior employee of the administration department of the Wuli Industrial Park)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	21 September 2007	[●]	[●]
Fu Yuan Chan (Senior employee of the information technology department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	19 May 2005	[●]	[●]
Yao Wen Qiao (Senior employee of the information technology department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	3 January 2005	[●]	[●]
Liu Fu Chu (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 April 2001	[●]	[●]
Liu Cheng Sheng (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	11 February 2004	[●]	[●]
Hu Gui Bing (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	10 May 2005	[●]	[●]
Zhang Xue Bao (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	16 February 2006	[●]	[●]

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Name of grantee (position in our Group) <i>(Note 1)</i>	Residential address of grantee	The date on which the grantee joined our Group	Number of underlying Shares under the option and exercise period (see notes)	Approximate percentage of shareholding held upon exercise of all the options <i>(Note 2)</i>
Zeng Ling Jian (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	27 February 2006	[●]	[●]
Yuan Jun Liang (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	20 February 2006	[●]	[●]
Huang Guo Wen (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	2 March 2007	[●]	[●]
Huang Bin (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	6 March 2007	[●]	[●]
Jiang Ming Jie (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	30 December 2005	[●]	[●]
Zhu Shi Zhong (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	9 February 2004	[●]	[●]
Yang Ming (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	17 August 2002	[●]	[●]
He Zhou Xiang (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	10 May 2004	[●]	[●]
Zhou Run Zhi (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	28 October 2002	[●]	[●]
Bao Mei (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 January 2004	[●]	[●]
Fang Guo Bin (Senior employee of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 February 2002	[●]	[●]
Han Ping (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	25 October 2007	[●]	[●]
Li Ling Ling (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	22 April 2006	[●]	[●]
Wu Zhong Bao (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	5 July 2005	[●]	[●]

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<b>Name of grantee (position in our Group) (Note 1)</b>	<b>Residential address of grantee</b>	<b>The date on which the grantee joined our Group</b>	<b>Number of underlying Shares under the option and exercise period (see notes)</b>	<b>Approximate percentage of shareholding held upon exercise of all the options (Note 2)</b>
Qiu Xiao Hong (Senior employee of the sales and marketing department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	27 March 2006	[●]	[●]
Lai Li Sen (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 July 2003	[●]	[●]
Yang Lian Zhu (Senior employee of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	5 June 1996	[●]	[●]
Ye Mou Jin (Senior employee of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 August 2000	[●]	[●]
Chen Qiu Mei (Senior employee of the factory affairs department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 March 2002	[●]	[●]
Lin Li Ming (Senior employee of the CEO office of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 January 2000	[●]	[●]
Xu Ling Ling (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 August 2003	[●]	[●]
Yin Jun (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	11 August 2005	[●]	[●]
Wu Guo Yin (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	11 February 2006	[●]	[●]
Zheng Ya Ping (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	26 February 2007	[●]	[●]
Zeng Qing Bo (Senior employee of the supply chain management committee of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	25 July 2005	[●]	[●]
Li Wei Peng (Senior employee of the product management department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	14 April 2006	[●]	[●]
Wu Bo En (Senior employee of the group ordering department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 September 1999	[●]	[●]
Tu Lian Huan (Senior employee of the group ordering department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 April 1995	[●]	[●]
Zhang Bo (Senior employee of the group ordering department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	29 March 2005	[●]	[●]
Zhan Jian Feng (Senior employee of the engineering department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 December 2003	[●]	[●]

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Name of grantee (position in our Group) <i>(Note 1)</i>	Residential address of grantee	The date on which the grantee joined our Group	Number of underlying Shares under the option and exercise period (see notes)	Approximate percentage of shareholding held upon exercise of all the options <i>(Note 2)</i>
Liu Yun Qiang (Senior employee of the production department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	24 April 1996	[●]	[●]
Wang Xiao Ling (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 December 1997	[●]	[●]
Yuan Xiao Ting (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	8 June 2001	[●]	[●]
Li Cheng Xiang (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	14 May 2007	[●]	[●]
Lin Wei Qing (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	1 July 2003	[●]	[●]
Wang Chang Li (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	12 June 2006	[●]	[●]
Cheng Li Ying (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	21 April 2000	[●]	[●]
Xu Tian Song (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	12 April 2005	[●]	[●]
Chen Jiang Huai (Senior employee of the finance department of our Group)	Block A, Lilang Building, No. 200 Chang Xing Road, Jinjiang, Fujian	3 November 2006	[●]	[●]
<b>Total:</b>			[●]	[●]

*Notes:*

- Each grantee has undertaken to us that he/she will comply with all applicable laws, legislation and regulations (including all applicable exchange control, fiscal and other laws to which he/she is subject) in connection with the acceptance of the grant of his/her option, the holding and exercise of his/her option in accordance with the rules of the [●] Share Option Scheme, the allotment and issue of Shares to him/her upon exercise of his/her option and the holding of such Shares.
- These percentages are calculated on the basis of 1,209,611,100 Shares in issue immediately following completion of the [●] (as enlarged by the exercise in full of all the options granted under the [●] Share Option Scheme) but does not take into account any Shares which may fall to be allotted and issued upon the exercise of the [●] and any options which may be granted under the Share Option Scheme, and assuming that all the options granted under the [●] Share Option Scheme are exercised in full at the same time.
- These options are exercisable by the relevant grantees during the period commencing from the day immediately following the expiry of one year period after the [●], and ending on the day falling six years after the [●], during which, (a) up to 30% of the options granted may be exercised on or prior to the end of the second year after the [●]; (b) subject to (a), up to 60% of

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the options granted may be exercised on or prior to the end of the third year after the [●]; and (c) subject to (a) and (b), all outstanding options may be exercised prior to the expiry of the said exercise period, failing which the options will lapse and no longer be exercisable.

4. These options are exercisable by the relevant grantees during the period commencing from the day immediately following the expiry of two year period after the [●], and ending on the day falling seven years after the [●], during which, (a) up to 30% of the options granted may be exercised on or prior to the end of the third year after the [●]; (b) subject to (a), up to 60% of the options granted may be exercised on or prior to the end of the fourth year after the [●]; and (c) subject to (a) and (b), all outstanding options may be exercised prior to the expiry of the said exercise period, failing which the options will lapse and no longer be exercisable.
5. These options are exercisable by the grantee during the period commencing from the day immediately following the expiry of three year period after the [●], and ending on the day falling eight years after the [●], during which, (a) up to 30% of the options granted may be exercised on or prior to the end of the fourth year after the [●]; (b) subject to (a), up to 60% of the options granted may be exercised on or prior to the end of the fifth year after the [●]; and (c) subject to (a) and (b), all outstanding options may be exercised prior to the expiry of the said exercise period, failing which the options will lapse and no longer be exercisable.

The exercise of the options granted under the [●] Share Option Scheme will result in the dilution of the percentage interest in Shares of the then Shareholders and the earning per Share at the time of such our exercise. The following table illustrates the potential dilution effect on the shareholding of our Company upon completion of the [●] (assuming that the [●] is not exercised) and the impact on the historical earnings per Share in respect of the exercise of options granted under the [●] Share Option Scheme.

<b>Shareholders (Note)</b>	<b>Number of Shares in issue after the [●]</b>	<b>Approximate percentage</b>	<b>Number of Shares in issue after the exercise of the options granted under the [●] Share Option Scheme</b>	<b>Approximate percentage</b>
Xiao Sheng International	[●]	[●]%	[●]	[●]%
Ming Lang Investments	[●]	[●]%	[●]	[●]%
Wang Brothers	[●]	[●]%	[●]	[●]%
Management and Other Shareholders	[●]	[●]%	[●]	[●]%
Grantees of share options [●]	[●]	[●]%	[●]	[●]%
	<u>[●]</u>	<u>[●]%</u>	<u>[●]</u>	<u>[●]%</u>

*Note:* Details of the Shareholders are described in the paragraph headed “Corporate Structure” under the section headed “History and Development” in this document.

Save for Mr. Yiu Hau Ming, a director of one of our subsidiaries and the nephew of the Wang Brothers, who is a connected person (as defined in the Listing Rules) of our Company, none of the other grantees under the [●] Share Option Scheme are connected

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persons of the Company. As a condition to the grant of options to subscribe for an aggregate of 105,878 Shares, Mr. Yiu has undertaken not to exercise such options if such exercise would result in our Company failing to comply with the minimum public float requirements under Rule 8.08 of the Listing Rules.

It is expected that the exercise in full of the options granted under the [●] Share Option Scheme will have a dilutive effect on the earnings per Share of our Company.

### 16 Share Option Scheme

#### *(a) Summary of terms*

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by a resolution in writing passed by the then Shareholders on 4 September 2009:

#### *(i) Purposes of the scheme*

The purpose of the Share Option Scheme is to enable us to grant options to selected participants as incentives or rewards for their contribution to us. The Directors consider the Share Option Scheme, with its broadened basis of participation, will enable us to reward the employees, the Directors and other selected participants for their contributions to us. Given that the Directors are entitled to determine any performance targets to be achieved as well as the minimum period that an option must be held before an option can be exercised on a case by case basis, and that the exercise price of an option cannot in any event fall below the price stipulated in the Listing Rules or such higher price as may be fixed by the Directors, it is expected that grantees of an option will make an effort to contribute to the development of us so as to bring about an increased market price of the Shares in order to capitalise on the benefits of the options granted.

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*(ii) Who may join*

The Directors may, at its absolute discretion, invite any person belonging to any of the following classes of participants, to take up options to subscribe for Shares:

- (aa) any employee (whether full-time or part-time including any executive director but excluding any non-executive director) of our Company, any of our subsidiaries or any entity (“Invested Entity”) in which any member of us holds an equity interest;
- (bb) any non-executive directors (including independent non-executive directors) of our Company, any of our subsidiaries or any Invested Entity;
- (cc) any supplier of goods or services to any member of us or any Invested Entity;
- (dd) any customer of any member of us or any Invested Entity;
- (ee) any person or entity that provides research, development or other technological support to any member of us or any Invested Entity;
- (ff) any shareholder of any member of us or any Invested Entity or any holder of any securities issued by any member of us or any Invested Entity;
- (gg) any adviser (professional or otherwise) or consultant to any area of business or business development of any member of us or any Invested Entity;
- (hh) any other group or classes of participants who have contributed or may contribute by way of joint venture, business alliance or other business arrangement to the development and growth of us;

and, for the purposes of the Share Option Scheme, the offer for the grant of option may be made to any company wholly owned by one or more persons belonging to any of the above classes of participants.

For avoidance of doubt, the grant of any options by our Company for the subscription of Shares or other securities of us to any person who falls within any of the above classes of participants shall not, by itself, unless the Directors otherwise determine, be construed as a grant of option under the Share Option Scheme.



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The eligibility of any of the above class of participants to an offer for the grant of any option shall be determined by the Directors from time to time on the basis of the Directors’ opinion as to his contribution to the development and growth of us.

*(iii) Maximum number of the Shares*

- (aa) The maximum number of Shares which may be issued upon the exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option scheme adopted by us must not in aggregate exceed 30% of the share capital of our Company in issue from time to time.
- (bb) The total number of the Shares which may be allotted and issued upon the exercise of all options (excluding, for this purpose, options which have lapsed in accordance with the terms of the Share Option Scheme and any other share option scheme of us) to be granted under the Share Option Scheme and any other share option scheme of us must not in aggregate exceed 10% of the Shares in issue on the [●], being 120,000,000 Shares (“General Scheme Limit”).
- (cc) Subject to (aa) above but without prejudice to (dd) below, our Company may seek approval of the Shareholders in general meeting to refresh the General Scheme Limit provided that the total number of Shares which may be allotted and issued upon exercise of all options to be granted under the Share Option Scheme and any other share option scheme of us must not exceed 10% of the Shares in issue as at the date of approval of the limit and, for the purpose of calculating the limit, options (including those outstanding, cancelled, lapsed or exercised in accordance with the Share Option Scheme and any other share option scheme of us) previously granted under the Share Option Scheme and any other share option scheme of us will not be counted. The circular sent by our Company to the Shareholders shall contain, among other information, the information required under Rule 17.02(2)(d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules.
- (dd) Subject to (aa) above and without prejudice to (cc) above, our Company may seek separate Shareholders’ approval in general meeting to grant options beyond the General Scheme Limit or, if applicable, the extended limit referred to in (cc) above to participants specifically identified by our Company before such approval is sought. In such event, our Company must send a circular to the Shareholders containing a generic description of the specified participants, the number and terms of options to be granted, the purpose of granting options to the specified participants with an explanation as to how the terms of the options serve

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such purpose and such other information required under Rule 17.02(2) (d) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules.

*(iv) Maximum entitlement of each participant*

The total number of Shares issued and which may fall to be issued upon the exercise of the options granted under the Share Option Scheme and any other share option scheme of us (including both exercised or outstanding options) to each grantee in any 12-month period shall not exceed 1% of the issued share capital of our Company for the time being (“Individual Limit”). Any further grant of options in excess of the Individual Limit in any 12-month period up to and including the date of such further grant must be separately approved by the Shareholders in general meeting of our Company with such grantee and his associates abstaining from voting. The number and terms (including the exercise price) of options to be granted must be fixed before the approval of the Shareholders and the date of the Board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the exercise price under note (1) to Rule 17.03(9) of the Listing Rules.

*(v) Grant of options to the Directors, chief executive or substantial shareholders of our Company or their respective associates*

- (aa) Any grant of options under the Share Option Scheme to a Director, chief executive or substantial shareholder of our Company or any of their respective associates must be approved by independent non-executive Directors (excluding independent non-executive Director who or whose associates is the proposed grantee of the options).
- (bb) Where any grant of options to a substantial shareholder or an independent non-executive Director or any of their respective associates would result in the Shares issued and to be issued upon exercise of all options already granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such 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 offer for the grant, in excess of HK\$5 million;

such further grant of options must be approved by Shareholders in general meeting. Our Company must send a circular to the Shareholders. All connected persons of our Company must abstain from voting in favour at such general meeting, except that any connected person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular. Any vote taken at the meeting to approve the grant of such options must be taken on a

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poll. Any change in the terms of options granted to a substantial shareholder or an independent non-executive Director or any of their respective associates must be approved by the Shareholders in general meeting.

*(vi) Time of acceptance and exercise of option*

An option may be accepted by a participant within 21 days from the date of the offer of grant of the option.

An option may be exercised in accordance with the terms of the Share Option Scheme at any time during a period to be determined and notified by the Directors to each grantee, which period may commence from the date of the offer for the grant of options is made, but shall end in any event not later than 10 years from the date of grant of the option subject to the provisions for early termination thereof. Unless otherwise determined by the Directors and stated in the offer for the grant of options to a grantee, there is no minimum period required under the Share Option Scheme for the holding of an option before it can be exercised.

*(vii) Performance targets*

Unless the Directors otherwise determined and stated in the offer for the grant of options to a grantee, a grantee is not required to achieve any performance targets before any options granted under the Share Option Scheme can be exercised.

*(viii) Subscription price for the Shares and consideration for the option*

The subscription price for the Shares under the Share Option Scheme shall be a price determined by the Directors, but shall not be less than the highest of (i) the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet for trade in one or more board lots of the Shares on the date of the offer for the grant, which must be a business day; (ii) the average closing price of Shares as stated in the Stock Exchange’s daily quotations for the five business days immediately preceding the date of the offer for the grant; and (iii) the nominal value of a Share.

A nominal consideration of HK\$1 is payable on acceptance of the grant of an option.

*(ix) Ranking of the Shares*

The Shares allotted and issued upon the exercise of an option will be subject to all the provisions of the articles of association of our Company for the time being in force and will rank pari passu in all respects with the fully paid Shares in issue on the date on which the option is duly exercised or, if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members (the “Exercise Date”) and accordingly will

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entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before the Exercise Date. A Share allotted and issued upon the exercise of an option shall not carry voting rights until the name of the grantee has been entered on the register of members of our Company as the holder thereof.

Unless the context otherwise requires, references to “Shares” in this paragraph include references to shares in the ordinary equity share capital of our Company of such nominal amount as shall result from a subdivision, consolidation, re-classification or re-construction of the share capital of our Company from time to time.

*(x) Restrictions on the time of the offer for the grant of options*

No offer for grant of options shall be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been announced in accordance with the requirements of the Listing Rules. In particular, during the period commencing one month immediately preceding the earlier of (aa) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company’s results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules), and (bb) the deadline for our Company to publish an announcement of our results for any year, half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules) and ending on the date of the results announcement, no offer for the grant of options may be made.

The Directors may not make any offer for the grant of option to a participant who is a Director during the periods or times in which Directors are prohibited from dealing in shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the Listing Rules or any corresponding code or securities dealing restrictions adopted by our Company.

*(xi) Period of the Share Option Scheme*

The Share Option Scheme will remain in force for a period of 10 years commencing on the date on which the Share Option Scheme is adopted.

*(xii) Rights on ceasing employment*

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee for any reason other than death, ill-health or retirement in accordance with his contract of employment or the termination of his employment on one or more of the grounds referred to in sub-paragraph (xiv) below before exercising his option in full, the option (to the extent not already exercised) will

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lapse on the date of cessation and shall not be exercisable unless the Directors otherwise determine in which event the grantee may exercise the option (to the extent not already exercised) in whole or in part within such period as the Directors may determine following the date of such cessation, which will be taken to be the last day on which the grantee was at work with us or the Invested Entity whether salary is paid in lieu of notice or not.

Eligible Employee means any employee (whether full time or part time employee, including any executive director but not any non-executive director) of our Company, any of our subsidiaries or any Invested Entity.

*(xiii) Rights on death, ill-health or retirement*

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee by reason of his death, ill-health or retirement in accordance with his contract of employment before exercising the option in full, his personal representative(s), or, as appropriate, the grantee may exercise the option (to the extent not already exercised) in whole or in part within a period of 12 months following the date of cessation of employment which date shall be the last day on which the grantee was at work with us or the Invested Entity whether salary is paid in lieu of notice or not or such longer period as the Directors may determine.

*(xiv) Rights on dismissal*

If the grantee of an option is an Eligible Employee and ceases to be an Eligible Employee by reason of a termination of his employment on the grounds that he has been guilty of persistent or serious misconduct, or has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offence (other than an offence which in the opinion of the Directors does not bring the grantee or us or the Invested Entity into disrepute), his option (to the extent not already exercised) will lapse automatically on the date of cessation to be an Eligible Employee.

*(xv) Rights on breach of contract*

If the Directors shall at their absolute discretion determine that (aa) (1) the grantee of any option (other than an Eligible Employee) or his associate has committed any breach of any contract entered into between the grantee or his associate on the one part and us or any Invested Entity on the other part; or (2) that the grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or (3) the grantee could no longer make any contribution to the growth and development of us by reason of the cessation of its relations with us or by other reason whatsoever; and (bb) the option granted to the grantee under the Share Option Scheme shall lapse as a result of any event specified in sub-paragraph (1), (2) or (3) above, his option will lapse automatically on the date on which the Directors have so determined.

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*(xvi) Rights on a general offer, a compromise or arrangement*

If a general or partial offer, whether by way of take-over offer, share re-purchase offer, or scheme of arrangement or otherwise in like manner is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, our Company shall use all reasonable endeavours to procure that such offer is extended to all the grantees on the same terms, mutatis mutandis, and assuming that they will become, by the exercise in full of the options granted to them, Shareholders. If such offer becomes or is declared unconditional, a grantee shall be entitled to exercise his option (to the extent not already exercised) to its full extent or to the extent specified in the grantee’s notice to our Company in exercise of his option at any time thereafter and up to the close of such offer (or any revised offer) or the record date for entitlements under such scheme of arrangement, as the case may be. Subject to the above, an option will lapse automatically (to the extent not exercised) on the date which such offer (or, as the case may be, revised offer) closed or the relevant date for entitlements under such scheme of arrangement, as the case may be.

*(xvii) Rights on winding up*

In the event of a resolution being proposed for the voluntary winding-up of our Company during the option period, the grantee may, subject to the provisions of all applicable laws, by notice in writing to our Company at any time not less than two business days before the date on which such resolution is to be considered and/or passed, exercise his option (to the extent not already exercised) either to its full extent or to the extent specified in such notice in accordance with the provisions of the Share Option Scheme and our Company shall allot and issue to the grantee the Shares in respect of which such grantee has exercised his option not less than one business day before the date on which such resolutions to be considered and/or passed whereupon he shall accordingly be entitled, in respect of the Shares allotted and issued to him in the aforesaid manner, to participate in the distribution of the assets of our Company available in liquidation pari passu with the holders of the Shares in issue on the day prior to the date of such resolution. Subject thereto, all options then outstanding shall lapse and determine on the commencement of the winding-up of our Company.

*(xviii) Grantee being a company wholly owned by eligible participants*

If the grantee is a company wholly owned by one or more eligible participants:

- (aa) sub-paragraphs (xii), (xiii), (xiv) and (xv) shall apply to the grantee and to the options to such grantee, mutatis mutandis, as if such options had been granted to the relevant eligible participant, and such options shall accordingly lapse or fall to be exercisable after the event(s) referred to in sub-paragraphs (xii), (xiii), (xiv) and (xv) shall occur with respect to the relevant eligible participant; and

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- (bb) the options granted to the grantee shall lapse and determine on the date the grantee ceases to be wholly owned by the relevant eligible participant provided that the Directors may in their absolute discretion decide that such options or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may impose.

*(xix) Adjustments to the subscription price*

In the event of a capitalisation issue, rights issue, subdivision or consolidation of Shares or reduction of capital of our Company while an option remains exercisable, such corresponding alterations (if any) certified by the auditors for the time being of or an independent financial adviser to our Company as fair and reasonable will be made to the number or nominal amount of Shares to which the Share Option Scheme or any option relates (insofar as it is/they are unexercised) and/or the subscription price of the option concerned and/or (unless the grantee of the option elects to waive such adjustment) the number of Shares comprised in an option or which remains comprised in an option, provided that (aa) any adjustments shall give a grantee the same proportion of the issued share capital to which he was entitled prior to such alteration; (bb) the issue of Shares or other securities of us as consideration in a transaction may not be regarded as a circumstance requiring adjustment; (cc) no alteration shall be made the effect of which would be to enable a Share to be issued at less than its nominal value; and (dd) any adjustment must be made in compliance with the Listing Rules and such rules, codes and guidance notes of the Stock Exchange from time to time. In addition, in respect of any such adjustments, other than any adjustment made on a capitalisation issue, such auditors or independent financial adviser must confirm to the Directors in writing that the adjustments satisfy the requirements of the relevant provision of the Listing Rules.

*(xx) Cancellation of options*

Any cancellation of options granted but not exercised must be subject to the prior written consent of the relevant grantee and the approval of the Directors.

When our Company cancels any option granted to a grantee but not exercised and issues new option(s) to the same grantee, the issue of such new option(s) may only be made with available unissued options (excluding the options so cancelled) within the General Scheme Limit or the new limits approved by the Shareholders pursuant sub-paragraphs (iii) (cc) and (dd) above.

*(xxi) Termination of the Share Option Scheme*

Our Company may by resolution in general meeting at any time terminate the Share Option Scheme and in such event no further options shall be offered but in all other respects the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any options (to the extent not already exercised) granted prior to the termination or otherwise as may be

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required in accordance with the provisions of the Share Option Scheme. Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

*(xxii) Rights are personal to the grantee*

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

*(xxiii) Lapse of option*

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

- (aa) the expiry of the option period in respect of such option;
- (bb) the expiry of the periods or dates referred to in paragraph (xii), (xiii), (xiv), (xv), (xvi), (xvii) and (xviii); and
- (cc) the date on which the Directors exercise our Company’s right to cancel the option by reason of a breach of paragraph (xxii) above by the grantee.

*(xxiv) Miscellaneous*

- (aa) The Share Option Scheme is conditional on the [●], and permission to deal in, such number of Shares to be allotted and issued pursuant to the exercise of any options which may be granted under the Share Option Scheme, such number being not less than that of the General Scheme Limit.
- (bb) The terms and conditions of the Share Option Scheme relating to the matters set out in Rule 17.03 of the Listing Rules shall not be altered to the advantage of grantees of the options except with the approval of the Shareholders in general meeting.
- (cc) Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature or any change to the terms of options granted must be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (dd) The amended terms of the Share Option Scheme or the options shall comply with the relevant requirements of Chapter 17 of the Listing Rules.



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- (ee) Any change to the authority of the Directors or the scheme administrators in relation to any alteration to the terms of the Share Option Scheme shall be approved by the shareholders of our Company in general meeting.

***(b) Present status of the Share Option Scheme***

*(i) Approval of the [●] required*

The Share Option Scheme is conditional on the [●], such number of Shares to be issued pursuant to the exercise of any options which may be granted under the Share Option Scheme, such number being not less than that of the General Scheme Limit.

*(ii) Application for approval*

Application has been made to the [●] and permission to deal in the Shares to be issued within the General Scheme Limit pursuant to the exercise of any options which may be granted under the Share Option Scheme.

*(iii) Grant of option*

As at the date of this document, no options have been granted or agreed to be granted under the Share Option Scheme.

*(iv) Value of options*

The Directors consider it inappropriate to disclose the value of options which may be granted under the Share Option scheme as if they had been granted as at the Latest Practicable Date. Any such valuation will have to be made on the basis of certain option pricing model or other methodology, which depends on various assumptions including, the exercise price, the exercise period, interest rate, expected volatility and other variables. As no options have been granted, certain variables are not available for calculating the value of options. The Directors believe that any calculation of the value of options as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to investors.

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**17. Estate duty, tax and other indemnities**

Xiao Sheng International, Ming Lang Investments and the Wang Brothers (the “Indemnifiers”) have entered into a deed of indemnity with and in favour of our Company (for itself and as trustee for each of its present subsidiaries) (being the material contract (d) referred to in paragraph 9 above) to provide indemnities on a joint and several basis, in respect of, among other matters:

- (i) any liability for Hong Kong estate duty which might be incurred by any member of our Group by reason of any transfer of property (within the meaning of sections 35 and 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) to any member of our Group at any time on or before the [●];
- (ii) tax liabilities (including all fines, penalties, costs, charges, expenses and interests, incidental and relating to taxation) which might be payable by any member of our Group in respect of any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring on or before the [●], whether alone or in conjunction with any other circumstances whenever occurring and whether or not the tax liabilities are chargeable against or attributable to any other person, firm, company or corporation, provided that the Indemnifiers are under no liability under the deed of indemnity in respect of any taxation:
  - (a) to the extent that provision or reserve has been made for such taxation in the audited accounts of any member of our Group for any accounting period up to 30 June 2009;
  - (b) to the extent that such taxation or liability falling on any of the members of us in respect of any accounting period commencing on or after 1 July 2009 and ending on the [●], where such taxation or liability would not have arisen but for some act or omission of, or transaction voluntarily entered into by any member of our Group (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers, other than any such act, omission or transaction:
    - (i) carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets after 1 July 2009; and
    - (ii) carried out, made or entered into pursuant to a legally binding commitment created on or before 30 June 2009 or pursuant to any statement of intention made in the document; or
  - (c) to the extent that such taxation liabilities or claim arise or are incurred as a result of the imposition of taxation as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Hong Kong Inland Revenue Department or the taxation

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authority of the PRC, or any other relevant authority (whether in Hong Kong or the PRC or any other part of the world) coming into force after the date of the deed of indemnity or to the extent such claim arises or is increased by an increase in rates of taxation or claim after the date of the deed of indemnity with retrospective effect; or

- (d) to the extent that any provision or reserve made for taxation in the audited accounts of any member of our Group up to 30 June 2009 which is finally established to be an over-provision or an excessive reserve, in which case the Indemnifiers’ liability (if any) in respect of taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied referred to in this paragraph to reduce the Indemnifiers’ liability in respect of taxation shall not be available in respect of any such liability arising thereafter;
- (iii) all claims, damages, losses, costs, expenses, actions and proceedings (if any) (collectively, “**Social Insurance Claims**”) arising out of or in connection with any non-compliance or alleged non-compliance by any members of our Group with any applicable PRC laws and regulations in relation to our Group’s contributions to social security insurance funds in the PRC on or before the [●], provided that the Indemnifiers shall be under no liability under the deed in respect of any such claims, damages, losses, costs, expenses, actions and proceedings:
  - (a) to the extent that provision or reserve has been made for such Social Insurance Claims in the audited accounts of any members of our Group for any accounting period up to 30 June 2009; or
  - (b) to the extent that any provision or reserve made for such Social Insurance Claims in the audited accounts of any members of our Group for any accounting period up to 30 June 2009 is finally established to be over-provision or an excessive reserve, in which case the Indemnifiers’ liability (if any) in respect of such Social Insurance Claims shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied referred to in this item (b) to reduce the Indemnifiers’ liability in respect of Social Insurance Claims shall not be available in respect of any such liability arising thereafter.

Our wholly-owned subsidiary, Lilang Fujian, entered into various inter-enterprise financing activities in the PRC (including its borrowing for the sum of RMB1.4 million from 晋江市豐川包裝有限公司 (Jinjiang Fengchuan Packing Co., Ltd.)) which contravened certain regulations relating to bank financing in the PRC, particularly the 貸款通則 (Lending Regulations) as promulgated by the PBOC. Please see “Appendix I — Accountants’ Report” for further details. As advised by our PRC legal adviser, we may be subject to a minimum penalty equal to the amount of interest we received from any loan or cash advance made by us and a maximum penalty equal to five times the interest we

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received from any loan or cash advance made by us. In addition, we may be required to pay a penalty equal to prevailing lending rate charged by banks in the PRC on the amount borrowed from Jinjiang Fengchuan Packing Co., Ltd.

As advised by our PRC legal adviser, given that all the inter-enterprise loans and cash advances have been settled and that there has not been any legal disputes in respect of such loans or cash advances, the risk that our Group will be subject to penalties resulting from such loans or cash advances in contravention of PRC bank financing regulations is minimal. Nevertheless, the Indemnifiers have agreed to provide indemnities on a joint and several basis in respect of all claims, damages, losses, costs, expenses, actions and proceedings arising out of or in connection with any contravention of the applicable PRC bank financing regulations arising out of these financing activities.

Under the deed of indemnity, the Indemnifiers have also undertaken to us on a joint and several basis that they will indemnify and at all times keep us fully indemnified on demand from and against all losses, damages, costs and expenses arising out of or in connection with (i) any non-compliance of the applicable PRC laws arising out of or in connection with our occupation, construction and usage of our facilities at the Wuli Industrial Park as referred to in the subsection “Business — Property and Facilities”; (ii) the invalidity of the lease agreement in respect of our leased premises at Meiling District, Jinjiang City, Fujian Province as referred to in the subsection “Business — Property and Facilities”; and (iii) the irregularity in the contribution of registered capital of Lilang Fujian and Lilang Xiamen by Lilang Enterprise Co., a former registered owner of Lilang Fujian, and Lilang International, respectively, as more particularly referred to in subsection “History and Development — Corporate development”.

### 18. Litigation

Neither our Company nor any of our subsidiaries is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is known to the Directors to be pending or threatened against our Company or any of our subsidiaries, that would have a material adverse effect on the results of operations or financial condition of our Company.

### 19. [●]

### 20. Promoters

- (a) Our Company does not have any promoter.
- (b) Within the two years preceding the date of this document, no amount or benefit has been paid or given to any promoters of our Company in connection with the [●] or the related transactions described in this document.

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21. [●]

22. [●]

**23. Qualifications of experts**

The qualifications of the experts who have given opinions and/or whose names are included in this document are as follows:

<b>Name</b>	<b>Qualification</b>
KPMG	Certified public accountants
Chiu & Partners	Hong Kong solicitors’ firm
Conyers Dill & Pearman	Cayman Islands attorneys-at-law
Jingtian & Gongcheng Attorneys at Law	Qualified PRC lawyers
Jones Lang LaSalle Sallmanns Limited	Professional property surveyors and valuers

24. [●]

25. [●]

**26. Taxation of holders of Shares**

*(a) Hong Kong*

Dealings in Shares registered on our Company’s Hong Kong register of members will be subject to Hong Kong stamp duty. The sale, purchase and transfer of Shares are subject to Hong Kong stamp duty, the current rate of which is 0.2% of the consideration or, if higher, the value of the Shares being sold or transferred.

Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

*(b) The Cayman Islands*

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

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*(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 or exercising any rights attaching to them. It is emphasised that none of our Company, the Directors or the other parties involved in the [●] can accept 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 or exercising any rights attaching to them.

**27. Miscellaneous**

(a) Save as disclosed herein:

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

(aa) no share or loan capital of our Company or of any of our subsidiaries has been issued, agreed to be issued or is proposed 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 share or loan capital of our Company or any of our subsidiaries; and

(cc) no commission has been paid or payable for subscribing or agreeing to subscribe, or procuring or agreeing to procure the subscriptions, for any shares in our Company or any of our subsidiaries;

(ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and

(b) The Directors confirm that there has been no material adverse change in the financial or trading position or prospects of our Group since 30 June 2009 (being the date to which the latest audited consolidated financial statements of us were made up).

(c) The Directors confirm that there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months proceeding the date of this document.

**28. [●]**