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## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

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### A. FURTHER INFORMATION ABOUT THE COMPANY

#### 1. Incorporation

The Company was incorporated in the Cayman Islands as an exempted company with limited liability under the Companies Law on 29 November 2007. The Company has established a place of business in Hong Kong at Room 2805, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong and has been registered as a non-Hong Kong company under Part XI of the Companies Ordinance on 29 February 2008 under the same address. Mr. Cheung Chuen and Mr. Wong have been appointed as the agents for the acceptance of service of process and notices under the same address. As the Company was incorporated in the Cayman Islands, the corporate structure, and the Memorandum of Association and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of the Memorandum of Association and Articles of Association and certain relevant aspects of Cayman Islands company law are set out in “Appendix V — Summary of the Constitution of the Company and Cayman Islands Company Law” to this document.

#### 2. Changes in Share Capital

As at the date of incorporation of the Company, its authorised share capital was HK\$380,000 divided into 3,800,000 Shares of HK\$0.10 each. On 29 November 2007, one subscriber’s Share in the Company was allotted and issued nil paid to Codan Trust Company (Cayman) Limited, and Codan Trust Company (Cayman) Limited then transferred to Mr. Wong such one share on the same date.

Pursuant to the written resolutions of all Shareholders passed on 25 August 2008, the authorised share capital of the Company was conditionally increased from HK\$380,000 to HK\$1,000,000,000, by the creation of an additional 9,996,200,000 Shares. However, such increase of the authorised share capital of the Company did not take effect for the conditions to the resolution were not satisfied.

Pursuant to the resolutions passed at the extraordinary general meeting of the Company on 19 March 2009, the authorised share capital of the Company was increased from HK\$380,000 to HK\$502,000 by the creation of 1,220,000 shares of HK\$0.10 each and following the increase, such authorised share capital of HK\$502,000 was redesignated and reclassified (i) as to HK\$500,000 into 5,000,000 Class A Shares of HK\$0.10 each and (ii) as to HK\$2,000 into 2,000,000 Class B Shares of HK\$0.001 each having the rights and privileges and subject to the restrictions set out in the then Articles. Class B Shares will be redeemed and cancelled in accordance with the then Articles in the manner set out in the section headed “History and Development — Further Reorganisation and Investments by Standard Bank Plc and Orchid IV, L.P. and Orchid IV Co-Investment, Limited”.

Save as disclosed in this document, there has been no alteration in the share capital of the Company since its incorporation.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

### 3. [●]

### 4. Corporate Reorganisation

For further details of the Group’s reorganisation in the Track Record Period, please refer to the sub-section headed “History and Development — Reorganisation” and “Further Reorganisation and Investments by Standard Bank Plc and Orchid Asia IV, L.P. and Orchid Asia IV Co-Investment, Limited” in this document.

### 5. Changes in the Share Capital of Subsidiaries of the Company

The Company’s subsidiaries are referred to in the accountants’ report for the Company, the text of which is set out in Appendix I to this document. Save as mentioned in the paragraph headed “Corporate Reorganisation” in this Appendix [and “Appendix I — Accountant’s Report” to this document], there has been no alteration in the share capital of the subsidiaries of the Company within the two years immediately preceding the date of this document.

### 6. Repurchase by the Company of its Own Securities

#### (a) *Stock Exchange Rules*

The Listing Rules permit companies whose primary listings are on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important of which are summarised below:

##### (i) *Shareholders’ approval*

All proposed repurchase of securities (which must be fully paid up in the case of shares) by a company with a primary listing 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 the written resolutions of all Shareholders passed on 25 August 2008, a general mandate was conditionally granted to the Directors authorising any repurchase by the Company of Shares on the Stock Exchange, of up to 10% of the aggregate nominal value of the share capital of the Company in issue and to be issued immediately following completion of the [●] and the Capitalisation Issue (excluding shares which may be issued upon exercise of the [●]). However, such general mandate did not take effect for the conditions to the resolution were not satisfied. Pursuant to a resolution in writing passed by all the shareholders of the Company on [●] 2009, a general unconditional mandate (the “Repurchase Mandate”) was given to the Directors authorising any repurchase by the Company of Shares on the Stock Exchange, of up to 10% of the aggregate nominal value of the share capital of the Company in issue and to be issued immediately following completion of the [●] and the Capitalisation Issue (excluding shares which may be issued upon exercise of the [●]), such mandate to expire at the conclusion of the next annual general meeting of the Company, or the expiration of the period within which the next annual general meeting of the Company is required by the Articles or any applicable law to be held, or the date on which such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting, whichever occurs first.

##### (ii) *Source of funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with a company’s constitutive documents and the laws of the jurisdiction in which the company is incorporated or otherwise established.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

### **(b) *Reasons for repurchases***

The Directors believe that it is in the best interest of the Company and its Shareholders for the Directors to have general authority from the Shareholders to enable the 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 of the Company and/or earnings per Share and will only be made if the Directors believe that such repurchases will benefit the Company and its Shareholders.

### **(c) *Funding of repurchases***

In repurchasing securities, the Company may only apply funds legally available for such purpose in accordance with its Memorandum of Association and Articles of Association and the applicable laws of the Cayman Islands. On the basis of the current financial position of the Group as disclosed in this document and taking into account the current working capital position of the Group, 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 the gearing position of the Group as compared with 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 the working capital requirements of the Group or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Group.

The exercise in full of the Repurchase Mandate, on the basis of [●] Shares in issue immediately after the [●] of the Shares, would result in up to [100,000,000] Shares being repurchased by the Company during the period in which the Repurchase Mandate remains in force.

### **(d) *General***

None of the Directors nor, to the best of their knowledge and belief having made all reasonable enquiries, any of their associates currently intends to sell any Shares to the Company or its 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 Hong Kong.

If, as a result of a securities repurchase, a shareholder's proportionate interest in the voting rights of the Company is increased, such increase will be treated as an acquisition for the purpose of the Hong Kong Code on Takeovers and Mergers (the “Takeovers Code”). Accordingly, a shareholder or a group of shareholders acting in concert could obtain or consolidate control of the 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) has notified the Company that he has a present intention to sell Shares to the Company, or has undertaken not to do so if the Repurchase Mandate is exercised.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

### B. FURTHER INFORMATION ABOUT THE BUSINESS OF THE GROUP

#### 7. Summary of Material Contracts

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

- (a) Equity Transfer Agreement (股權轉讓協議) dated 27 August 2007 entered into between Wide Plus and Jetbright Enterprises Limited in respect of sale of Fujian Electronic, a wholly owned subsidiary of Wide Plus, at nominal consideration of HK\$1;
- (b) Equity Transfer Agreement (股權轉讓協議) dated 27 August 2007 entered into between Wide Plus and Plentipower Limited in respect of sale of Fuzhou Shanglun, a wholly owned subsidiary of Wide Plus, at nominal consideration of HK\$1;
- (c) Equity Transfer Agreement (股權轉讓協議) dated 10 January 2008 entered into between Wide Plus and Wide Plus High Precision in respect of sale and purchase of entire shareholding of Fujian Wide Plus, at the consideration of Wide Plus High Precision assuming all the debt owed to Mr. Wong by Wide Plus;
- (d) a share swap agreement relating to Wide Plus High Precision dated 7 March 2008 entered into between the Company, Mr. Wong, Mr. Wong Sun Hoi, Mr. Ng Hiu King, Allied Basic Limited, Investidea Investments Limited and Sunny Zone Limited;
- (e) AB Sale and Purchase Agreement entered into among Fortune Plus, the Company and Allied Basic Limited dated 8 July 2009;
- (f) On-loan Agreement entered into between Fortune Plus and the Company dated 8 July 2009;
- (g) Senior Term Facility Agreement entered into among, inter alia, the Company, Wide Plus High Precision, Mr. Wong, Standard Bank Asia Limited and Standard Bank plc dated 8 July 2009;
- (h) WPHP Loan Agreement entered into between the Company and Wide Plus High Precision dated 8 July 2009;
- (i) CB Subscription Deed entered into between the Company, Fortune Plus, Existing Shareholders, Standard Bank Asia Limited and Standard Bank plc dated 8 July 2009;
- (j) Fixed and Floating Charge executed by Fortune Plus in favour of the Company dated 8 July 2009;
- (k) Fixed and Floating Charge executed by the Company and Wide Plus High Precision in favour of Standard Bank Asia Limited dated 8 July 2009;
- (l) Share Charge in relation to 2,128,760 Shares and 10,000 shares in Wide Plus High Precision executed by Mr. Wong and the Company in favour of Standard Bank Asia Limited dated 8 July 2009;

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---

**APPENDIX VI****STATUTORY AND GENERAL INFORMATION**

---

- (m) Agency Agreement entered into between the Company, Mr. Wong, Standard Bank Asia Limited and Standard Bank plc dated 8 July 2009;
- (n) Guarantee and Indemnity executed by Wide Plus High Precision in favour of Standard Bank Asia Limited dated 8 July 2009;
- (o) Security Trust and Intercreditor Deed entered into between the Company, Wide Plus High Precision, Mr. Wong, Standard Bank Asia Limited and Standard Bank plc dated 8 July 2009;
- (p) Certificate of convertible bonds in the principal amount of US\$35,000,000 issued by the Company to Standard Bank Plc dated 10 July 2009;
- (q) First Amendment Deed to the Subscription Deed entered into between the Company, Mr. Wong, Standard Bank Plc and Standard Bank Asia Limited dated 14 August 2009;
- (r) Consent to First Amendment to Subscription Deed signed by Wide Plus High Precision dated 14 August 2009;
- (s) Certificate of convertible bonds in the principal amount of US\$18,000,000 issued by the Company to Standard Bank Plc dated 17 August 2009;
- (t) Certificate of convertible bonds in the principal amount of US\$16,660,000 issued by the Company to Orchid Asia 1 dated 17 August 2009;
- (u) Certificate of convertible bonds in the principal amount of US\$340,000 issued by the Company to Orchid Asia 2 dated 17 August 2009;
- (v) Variation Agreement entered into among the Company, Mr. Wong, Mr. Wong Sun Hoi, Mr. Ng Hiu King, Investidea Investments Limited, Sea Princess International Investments Limited, Fortune Plus Holdings Limited, Sunny Zone Limited, Standard Bank plc., Standard Bank Asia Limited, Orchid Asia IV, L.P. and Orchid Asia IV Co-Investment, Limited dated 25 September 2009;
- (w) a deed of indemnity in respect of estate duty and tax dated [●] entered into between the Company and the Controlling Shareholder under which the Controlling Shareholder agreed to give certain indemnities in relation to certain estate duty and tax subject to and upon the terms and conditions set out therein; and
- (x) [●]

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

### 8. Intellectual Property Rights

#### (a) Patent

[As at the Latest Practicable Date], Fujian Wide Plus was the registered proprietor and beneficial owner of the following patents:

Patent	Place of registration	Registration no.	Expiry date (DD.MM.YY)
一種石英錶電機固定結構	PRC	ZL200420078516.X	2.8.2014
一種石英錶電機固定結構	PRC	ZL200420078515.5	2.8.2014
手錶機芯的主夾板	PRC	ZL200430100774.9	28.9.2014
手錶機芯的離合杆	PRC	ZL200430100777.2	28.9.2014
手錶機芯的正極片	PRC	ZL200430100776.8	28.9.2014
一種液晶顯示器背光照明的導光板	PRC	ZL200420078095.0	23.7.2014
手錶機芯的上夾板	PRC	ZL200430100775.3	28.9.2014
一種石英錶正極片上離合杆的彈臂的定位柱	PRC	ZL200520068819.8	27.1.2015
一種日曆手錶機芯中的快撥日輪的限位裝置	PRC	ZL200520072583.5	7.6.2015
一種日曆手錶的撥日裝置	PRC	ZL200520072584.X	7.6.2015
手錶機芯夾板(一)	PRC	ZL200630080783.5	14.2.2016
手錶機芯夾板(二)	PRC	ZL200630081322.X	5.3.2016
一種手錶傳動鏈脫開裝置中的離合杆	PRC	ZL02288078.X	25.11.2012
手錶機芯殼套	PRC	ZL00332829.5	13.7.2010
雙時同芯錶芯	PRC	ZL02219139.9	1.3.2012
手錶機芯正極片	PRC	ZL00332830.9	13.7.2010
日曆手錶的止秒結構	PRC	ZL03278777.4	22.9.2013
石英錶機芯主夾板	PRC	ZL00318846.9	25.12.2010
一種石英錶止秒裝置	PRC	ZL01263167.1	7.10.2011
一種手錶機芯的時輪固定結構	PRC	ZL01237643.4	26.4.2011
一種石英錶電機固定結構	PRC	ZL01237583.7	23.4.2011
一種手錶秒輪	PRC	ZL02288071.2	25.11.2012
一種多功能飲水機	PRC	ZL03278012.5	20.8.2013
一種氣液混合反應器	PRC	ZL03278011.7	20.8.2013
流量計頭	PRC	ZL99319006.5	23.12.2009
一種自適應的石英行針表機芯	PRC	ZL200720008678.X	5.11.2017
一種新型的電容式壓力變送器	PRC	ZL200720008538.2	24.10.2017
一種新型的電容式差壓傳感器	PRC	ZL200720008537.8	24.10.2017
用恒流源及高頻變壓器實現無源4~20mA隔離器	PRC	ZL200720008536.3	24.10.2017
以TRMS信號轉換模塊為核心的兩線制真有效值變送器	PRC	ZL200720008637.0	31.10.2017
電容式差壓變送器	PRC	ZL200720008165.9	6.9.2017



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## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION




### (b) Software Copyright

[As at the Latest Practicable Date], Fujian Wide Plus was the owner of the following software copyright:

Copyright	Place of registration	Registration no.	Expiry date (DD.MM.YY)
WP系列數字顯示位控儀錶軟件 V5.18	PRC	軟著登字第077383號 2007SR11388	30.7.2057
WP系列智能三衝量調節器軟件 V1.0	PRC	軟著登字第077384號 2007SR11389	30.7.2057
高耗能企業加熱爐節能管理信息系統V1.0	PRC	軟著登字第088381號 2008SR01202	16.1.2058
抽油機監管理系統V1.0軟件	PRC	軟著登字第091903號 2008SR04724	2.3.2058

### (c) Trade Marks

[As at the Latest Practicable Date], Fujian Wide Plus was the registered proprietor and beneficial owner of the following trade marks:

Trade Mark	Place of Registration	Classes	Registration no.	Expiry date (DD.MM.YY)
<b>Wideplus</b>	PRC	9	1714285	13.2.2012
上潤	PRC	9	2017399	6.10.2013
<b>WP</b> Wide Plus	PRC	9	3212328	6.8.2013
上潤企業	PRC	9	3642332	6.2.2015
 WIDE PLUS	PRC	9	3690031	6.7.2015
 Wide Plus	PRC	9	3690032	6.7.2015
上潤企業	PRC	14	3642331	20.8.2015
 Wide Plus	PRC	14	3869057	27.12.2015

THIS INFORMATION PACK IS IN DRAFT FORM. The information contained in it is incomplete and is subject to change. This Information Pack must be read in conjunction with the section headed “Warning” on the cover of this Information Pack.



---

**APPENDIX VI** **STATUTORY AND GENERAL INFORMATION**

---

Trade Mark	Place of Application	Classes	Registration No.	Expiry date (DD.MM.YY)
上潤	PRC	35	3126143	27.6.2013
<b>Wideplus</b>	PRC	35	3126145	27.6.2013
<b>WP</b> Wide Plus	PRC	35	3212327	13.1.2014

[As at the Latest Practicable Date], the Company was the registered proprietor and beneficial owner of the following trade marks:

Trade Mark	Place of Registration	Classes	Registration no.	Expiry date (DD.MM.YY)
	Hong Kong	9	301141091	16.6.2018
	Hong Kong	14	301141091	16.6.2018

**Class Specification in the PRC**

- 9 Data processing, computer software (recorded), computer peripheral device, test and measuring device, test and measuring instrument, electrical test and measuring instrument, sensor, thermal controller, number indicator, alarm
- 14 Clock, watch, electronic watch, electronic all-age desk calendar, clock case, ormolu products, household utensils of precious metal, artwork of precious metal, artificial jewel
- 35 Advertising, organisation of trade fairs for commercial or advertising purposes, business management and organisation consultancy, import export agency, auctioneering, sales promotion (for others), management consultancy, systemization of information in computer databases, rental (office machines and equipment), business information



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## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

### Class Specification in Hong Kong

- 9 Meters; measuring instruments; precision measuring apparatus; data processing apparatus; high precision industrial automation instruments
- 14 Horological and chronometrical instruments; chronometers; quartz watch movements; watches and parts thereof

[As at the Latest Practicable Date], the Company had applied for the registrations of the following trade marks:

Trade Mark	Place of Application	Classes	Application No.	Date of Application Acceptance (DD.MM.YY)
	PRC	9	6785962	14.7.2008
	PRC	14	6785961	14.7.2008

[As at the Latest Practicable Date], Fujian Wide Plus had applied for the registration of the following trade marks:

Trade Mark	Place of Application	Classes	Application No.	Date of Application Acceptance (DD.MM.YY)
WIDE PLUS	PRC	14	ZC6395642SL	26.12.2007

### (d) Domain Names

[As at the Latest Practicable Date], Fujian Wide Plus was the owner of the following domain name:

Domain Name	Date of Registration (DD.MM.YY)
chpag.net	21.8.2008

Save as disclosed herein, there are no other trade or service marks, patents, other intellectual or industrial property rights which are material to the Group’s business.

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**APPENDIX VI STATUTORY AND GENERAL INFORMATION**

**C. FURTHER INFORMATION ABOUT THE DIRECTORS, SENIOR MANAGEMENT AND STAFF**

**9. Disclosure of Interests**

(a) *Interests and short positions of the Directors and chief executives of the Company*

Immediately following completion of the [●] and the Capitalisation Issue (but taking no account of the Shares which may be taken up pursuant to the [●] and the Shares to be issued pursuant to the exercise of the [●]), the interests and short positions of the Directors and chief executives of the Company in the share capital, underlying Shares and debentures of the Company or its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they have taken, or deemed to have taken under such provisions) once the Shares are listed, or will be required, pursuant to section 352 of the SFO, to be entered in the register required to be kept therein once the Shares are listed, or will be required pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules to be notified to the Company and the Stock Exchange once the Shares are listed, will be as follows:

Name of Director	Number of Shares	Type of interests	Approximate percentage of the Shares in issue effectively held
Mr. Wong	[●]	Personal	[●]%
	[●] <sup>(1)</sup>		[●] <sup>(1)</sup> (in total) [●]%

*Note:*

(1) Such number of Shares is subject to the shareholding of Mr. Wong in Fortune Plus.

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## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

### (b) Interests and short positions of substantial shareholders

So far as the Directors are aware, immediately following completion of the [●] (but without taking into account the exercise of the [●]), the persons who will have an interest or short position in the Shares or underlying shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV the SFO, or who will be directly or indirectly interested in 10% or more of the issued and outstanding share capital then in issue carrying rights to vote in all circumstances at our general meetings, together with any other shareholders beneficially owning more than 5% of the outstanding or issuable Shares, are as follows:

Name	Long/Short Position	Capacity/Nature of Interest	Number of Shares that person has or is deemed to have interest in immediately following completion of the [●] and the Capitalisation Issue	Approximate percentage of the interest in the issued share capital of the Company
Mr. Wong	Long Position	Beneficial owner	[●]	[●]%
	Long Position	Interest in a controlled corporation	[●] <sup>(1)(3)</sup>	[●]% in total [●]%
Mr. Wong Sun Hoi	Long Position	Beneficial owner	[●]	[●]%
	Long Position	Indirect interest	[●] <sup>(2)(3)</sup>	[●]% in total [●]%
Fortune Plus <sup>(3)</sup>	Long Position	Beneficial owner	[●]	[●]%
Standard Bank Plc	Long Position	Beneficial owner	[●]	[●]%
Orchid Asia IV, L.P.	Long Position	Beneficial owner	[●]	[●]%

*Notes:*

- (1) These 96,800,000 Shares are indirectly held by Mr. Wong through Fortune Plus (in which Mr. Wong is deemed to be interested by virtue of his 66.6% equity interest in Fortune Plus for the purposes of the SFO).
- (2) Fortune Plus is beneficially owned by Mr. Wong Sun Hoi as to 10.99% and Mr. Wong Sun Hoi is regarded as interested in 10.99% of the shareholding owned by Fortune Plus.
- (3) Fortune Plus is a company incorporated in the British Virgin Islands whose share capital is owned as to [66.6]% by Mr. Wong, [10.99]% by Mr. Wong Sun Hoi, [7.55]% by Mr. Ng Hiu King, [7.73]% by Investidea Investments Limited and [7.13]% by Sea Princess International Investments Limited.

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---

**APPENDIX VI****STATUTORY AND GENERAL INFORMATION**

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**10. Particulars of Service Contracts**

Each of the executive Directors has entered into a service agreement with the Company for an initial term of 3 years respectively and shall continue thereafter from year to year until terminated by either party with three months’ notice in writing served on the other side. Each of the independent non-executive Directors is appointed for an initial term of 1 year commencing from their respective dates of appointment and shall continue thereafter from year to year until terminated by either party with 3 months’ notice in writing served on the other side. The aggregate annual fees payable to the independent non-executive Directors is HK\$360,000 per year. The basic annual salaries of the Directors are as follows:

<b>Name</b>	<b>Annual salary (HK\$)</b>
Mr. Wong	1,040,000
Mr. Zou Chong	390,000
Mr. Su Fang Zhong	390,000
Mr. Cheung Chuen	910,000
Ms. Ji Qin Zhi	120,000
Dr. Hu Guo Qing	120,000
Mr. Chan Yuk Hiu Taylor	120,000

**11. Directors’ Remuneration**

The aggregate amount of fees, salaries and allowances, share-based payments and retirement benefit scheme contributions (the “Remuneration”) incurred by the Group to the Directors, collectively, for each of the years during the Track Record Period were RMB[0.3] million, RMB[2.6] million and RMB[9.9] million, respectively.

The expecting amount of the Remuneration of the Directors (excluding share-based payments), collectively, for the year ending 30 June 2010 is approximately RMB2.6 million (equivalent to approximately [HK\$[2.9] million]). The Remuneration is reflecting (i) the remuneration packages of similar capacity and responsibilities in the Group and/or in the market and (ii) the responsibilities of the staff concerned. In addition, there was an equity-settled share-based compensation paid to the Directors of approximately RMB[8.8] million during the financial year ended 30 June 2009. Since the equity-settled share-based compensation scheme was terminated on 18 August 2009, the equity-settled share-based compensation for the financial year ending 30 June 2010 will be at nil amount.

Save as disclosed above, no other payments have been paid or are payable, during the Track Record Period, by the Company or any of its subsidiaries to the Directors.

**12. Personal Guarantees**

Save and except as disclosed in the sections headed “History and Development”, “Financial Information” and Appendix I to this document, no executive Directors or related parties have provided guarantees for debts and liabilities due by certain members of the Group.

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---

**APPENDIX VI****STATUTORY AND GENERAL INFORMATION**

---

**13. [●]****14. Disclaimers**

Save as disclosed in this document:

- (a) none of the Directors nor chief executives of the Company has any interest, any long or short positions in Shares and underlying Shares, listed or unlisted derivatives of, or debentures of the Company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they have taken, or deemed to have taken under such provisions) once the Shares are listed, or will be required, pursuant to section 352 of the SFO, to be entered in the register required to be kept therein once the Shares are listed, or will be required pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules to be notified to the Company and the Stock Exchange once the Shares are listed;
- (b) save as disclosed in the paragraph headed “Particulars of Service Contracts” above, there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation) between the Directors and any member of the Group;
- (c) [●]
- (d) [●]
- (e) [●]
- (f) [●]
- (g) so far as known to the Directors, none of the Directors, their respective associates (as defined in the Listing Rules) nor Shareholders who are interested in 5% or more of the issued share capital of the Company have any interests in the five largest customers or the five largest suppliers of the Group.

**D. SHARE OPTION SCHEME****15. Pre-IPO Share Option Scheme**

The Pre-IPO Share Option Scheme was terminated pursuant to a resolution passed in the meeting of the Company on 18 August 2009. There were 50,000,000 options granted on 21 April 2008 before termination of the Pre-IPO Share Option Scheme and no such option has been exercised. On 21 January 2009, all of the said 50,000,000 options granted were unconditionally cancelled by the grantees of the Pre-IPO Share Option Scheme.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

### 16. Share Option Scheme

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

Pursuant to a resolution in writing passed by all the shareholders of the Company on 25 August 2008, a share option scheme was conditionally adopted. However, such share option scheme did not take effect for the conditions to the resolution were not satisfied.

Pursuant to a resolution in writing passed by all the shareholders of the Company on [●] 2009, the Share Option Scheme was conditionally adopted and a summary of its principal terms are set out as follows:

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

The purpose of the Share Option Scheme is to enable the Group to grant options to selected participants as incentives or rewards for their contribution to the Group. The Directors consider the Share Option Scheme, with its broadened basis of participation, will enable the Group to reward the employees, the Directors and other selected participants for their contributions to the Group. Given that the Directors are entitled to determine 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 the Group so as to bring about an increased market price of the Shares in order to capitalise on the benefits of the options granted.

#### *(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) (the “Eligible Employee”) of any member of the Group or any entity (“Invested Entity”) in which any member of the Group holds an equity interest;
- (bb) any non-executive directors (including independent non-executive directors) of any member of the Group or any Invested Entity;
- (cc) any supplier of goods or services to any member of the Group or any Invested Entity;
- (dd) any customer of any member of the Group or any Invested Entity;
- (ee) any person or entity that provides research, development or other technological support to any member of the Group or any Invested Entity;
- (ff) any shareholder of any member of the Group or any Invested Entity or any holder of any securities issued or proposed to be by any member of the Group or any Invested Entity;

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

- (gg) any adviser (professional or otherwise) or consultant to any area of business or business development of any member of the Group or any Invested Entity.

For avoidance of doubt, the grant of any options by the Company for the subscription of Shares or other securities of the Group 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.

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 the Group.

(iii) *Maximum number of the Shares*

- (aa) 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 the Group) to be granted under the Share Option Scheme and any other share option scheme of the Group must not in aggregate exceed 10% of the Shares in issue on the [●] Date (“Scheme Limit”). On the basis of a total of [●] Shares in issue as at the [●] Date (including those Shares to be issued pursuant to the Capitalisation Issue and the [●] but without taking into account of any Shares which may fall to be issued upon the exercise of or any options which may be granted under the Share Option Scheme), the Scheme Limit will be 100,000,000 Shares.
- (bb) Subject to (aa) above but without prejudice to (cc) below, the Company may seek approval of its Shareholders in general meeting to refresh the 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 the Group 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 the Group) previously granted under the Share Option Scheme and any other share option scheme of the Group will not be counted. The circular sent by the Board of the Company to the Shareholders shall contain, among other information, the information required under Rule 17.02(2) of the Listing Rules and the disclaimer required under Rule 17.02(4) of the Listing Rules.
- (cc) Subject to (aa) above and without prejudice to (bb) above, the Company may seek separate Shareholders’ approval in general meeting to grant options beyond the Scheme Limit or, if applicable, the extended limit referred to in (bb) above to participants specifically identified by the Board of the Company before such approval is sought. In such event, the 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



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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

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

*(iv) Maximum entitlement of each participant*

Subject to (iii) above, 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 the Group (including both exercised or outstanding options) to each grantee in any 12-month period up to the date on which such option is offered to each grantee shall not exceed 1% of the Company’s issued share capital 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 the general meeting with such grantee and his associates abstaining from voting.

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

(aa) Any grant of options under the Share Option Scheme to a Director, chief executive or substantial shareholder of the Company or any of its respective associates must be approved by independent non-executive Directors (excluding independent non-executive Director who or whose associate 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. The Company must send a circular to the Shareholders. All the connected persons of the Company must abstain from voting at such general meeting. Any vote taken at the meeting to approve the grant of such options must be taken on a poll. Any change in the terms of options granted to a substantial shareholder or an independent non-executive Director of the Company or any of its 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 28 days from the date of the offer of grant of the option.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

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 on which the offer for the 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*

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 sheet 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*

(aa) The Shares allotted and issued upon the exercise of an option will be subject to all the provisions of the Articles of Association for the time being in force and will rank *pari passu* in all respects with the fully paid Shares in issue on the date of allotment of the Shares (the “Allotment Date”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Allotment 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 Allotment 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 our register of members as the holder thereof.

(bb) Unless the context otherwise requires, references to “Shares” in this paragraph include references to shares in our ordinary equity share capital of such nominal amount as shall result from a subdivision, consolidation, re-classification or re-construction of our share capital 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 published in newspapers. In particular, during the period

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

commencing one month immediately preceding the earlier of (aa) the date of the Board meeting for the approval of the 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 the Company to publish an announcement of its results for any year or 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 us.

*(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 lapse on the date of cessation or termination 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 or termination, which will be taken to be the last day on which the grantee was at work with the Group or the Invested Entity whether salary is paid in lieu of notice or not.

*(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 which date shall be the last day on which the grantee was at work with the Group 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

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

which in the opinion of the Directors does not bring the grantee or the Group 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 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 the Group or any Invested Entity on the other part; his option will lapse automatically on the date on which the Directors have so determined.

*(xvi) Rights on a general or partial offer, take over, share repurchase or scheme of 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 Shareholders, 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, the Company shall use all reasonable endeavours to procure that such offer is extended to all the grantees on the same terms, with appropriate changes, 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 or such scheme of arrangement is formally proposed to the Shareholders, 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 the 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.

*(xvii) Rights on winding up, compromise or arrangement*

In the event of a resolution being proposed for the voluntary winding-up of the Company or a compromise or arrangement between the Company and its members or creditors being proposed for the reconstruction or amalgamation, during the option period, the grantee may, subject to the provisions of all applicable laws, by notice in writing to the Company at any time not less than four 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 the 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.

*(xviii) Adjustments to the subscription price*

In the event of a capitalisation of profits or reserves, rights issue, subdivision or consolidation of Shares or reduction of capital of the Company whilst an option remains exercisable or the Share Option Scheme remains in effect, such corresponding alterations (if any) certified by the auditors for the time being of or an independent financial adviser to the Company as fair and reasonable will be made to the number or

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---

**APPENDIX VI**

---

**STATUTORY AND GENERAL INFORMATION**

---

nominal amount of Shares to which the Share Option Scheme relates and/or the subscription price of the option concerned and/or the number of Shares comprised in an option granted under the Share Option Scheme provided that (i) any adjustments shall give a grantee the same proportion of the issued share capital to which he was entitled prior to such adjustment; and (ii) no adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value. 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 provisions of the Listing Rules and the supplementary guidance set out in the letter issued by Stock Exchange dated 5 September 2005.

*(xix) 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.

Where any option granted to a grantee is cancelled before it has been exercised and new option is granted to the same grantee, the issue of such new options may only be made with available unissued Options (excluding any cancelled option) within the Scheme Limit or the limits approved by the Shareholders.

*(xx) Termination of the Share Option Scheme*

The 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 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.

*(xxi) Rights are personal to the grantee*

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

*(xxii) Lapse of option*

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

- (aa) the expiry of the period referred to in paragraph (vi) above; and
- (bb) the expiry of the periods or dates referred to in paragraph (xii), (xiii), (xiv), (xv), (xvi), (xvii) and (xviii) above.

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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

*(xxiii) Miscellaneous*

- (aa) The Share Option Scheme is conditional on the [●], such number of Shares to be allotted and issued pursuant to the exercise of options which may be granted under the Share Option Scheme, representing 10% of the Shares in issue being 100,000,000 Shares.
- (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 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.
- (ee) 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.

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

[As at the Latest Practicable Date], no option has been granted or agreed to be granted under the Share Option Scheme.

## E. OTHER INFORMATION

### 17. Estate Duty, Tax and Other Indemnities

The Controlling Shareholder has pursuant to a deed of indemnity in respect of estate duty and tax referred to in the sub-paragraph headed “Summary of material contracts” under the paragraph headed “Further information about the business of the Group” in this Appendix, given indemnities to the Company in connection with, amongst other things, any taxation which might be payable by the Company or any member of the Group in respect of any income, profits or gains earned, accrued or received on or before the date on which the [●] becomes unconditional. The deed of indemnity in respect of estate duty and tax shall, however, not apply, amongst other things, under the following circumstances,

- (a) to the extent that provision or reserve has been made for such taxation liability in the audited consolidated accounts of the Group for the Track Record Period;

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---

**APPENDIX VI****STATUTORY AND GENERAL INFORMATION**

---

- (b) to the extent that such taxation liability would not have arisen but for any voluntary act of the Company or any member of the Group after the date on which the [●] becomes unconditional which the Company or the relevant member of the Group ought reasonably to have known would give rise to such taxation liability but excluding any act:
  - (i) carried out pursuant to a legally binding obligation of the Company or any member of the Group entered into or incurred on or before the date on which the [●] becomes unconditional; or
  - (ii) taking place with the written approval of the Controlling Shareholder or pursuant to the [●] or any document executed pursuant to the [●]; or
  - (iii) occurring in the ordinary course of business of the Company or the relevant member of the Group; or
- (c) to the extent that such taxation liability arises in the ordinary course of business of the Company or any member of the Group after 30 June 2009 up to and including the date on which the [●] becomes unconditional; or
- (d) to the extent that such taxation liability arises or is increased as a result only of:
  - (i) an increase in rates of taxation made after the date on which the [●] becomes unconditional with retrospective effect; or
  - (ii) the passing of any legislation after the date on which the [●] becomes unconditional with retrospective effect.



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---

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

---

### 18. Litigation

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

### 19. [●]

### 20. Preliminary Expenses

The estimated preliminary expenses of the Company are approximately HK\$100,000 and are payable by the Company.

### 21. [●]

### 22. [●]

### 23. [●]

### 24. Miscellaneous

- (a) Save as disclosed in this document:
  - (i) within the two years preceding the date of this document, no share or loan capital of the Company or any of its subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
  - (ii) within the two years preceding the date of this document, 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 the Company or any of its subsidiaries;
  - (iii) within the two years preceding the date of this document, no share or loan capital of the Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option; and
  - (iv) no founder, management shares or deferred shares of the Company or any of its subsidiaries have been issued or agreed to be issued.
- (b) The Directors confirm that they have performed sufficient due diligence on the Group to ensure that since 30 June 2009 (being the date to which the latest audited consolidated financial statements of the Group were made up) and taking into account the fact that there are significant adverse changes in the global and the PRC economies, there has been no material adverse change in the financial or trading position of the Group which would materially affect the information shown in the accountants’ report of the Group set out in Appendix I to this document.
- (c) All necessary arrangements have been made to enable the Shares to be admitted into CCASS.

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---

**APPENDIX VI****STATUTORY AND GENERAL INFORMATION**

---

- (d) Subject to the provisions of the Companies Law, the register of members of the Company will be maintained in Hong Kong by Tricor Investor Services Limited. Unless the Directors otherwise agree, all transfers and other documents of title of Shares must be lodged for registration with and registered by, the Company’s Hong Kong branch share registrar and transfer office.

25. [●]