

**SHARE CAPITAL**

The authorized and issued share capital of our Company is as follows:

**Authorized Share Capital**

	<b>Authorized share capital (HK\$)</b>
1,500,000,000 shares . . . . .	150,000,000.00

**Share Capital upon Completion of the [●]**

Assuming the [●] is not exercised, the share capital of our Company immediately following the [●] and the Capitalization Issue will be as follows:

	<b>HK\$</b>	<b>Approximate percentage of issued share capital</b>
60 shares in issue at the date of this document . . .	6.00	0.0%
599,999,940 shares to be issued pursuant to the Capitalization Issue (Note) . . . . .	59,999,994.00	75.0%
200,000,000 shares to be issued in the [●]. . . . .	[●]	[●]%
<b>[●] Total</b> . . . . .	<b>[●]</b>	<b>[●]%</b>

Assuming the [●] is exercised in full, the share capital of our Company immediately following the [●] and the Capitalization Issue will be as follows:

	<b>HK\$</b>	<b>Approximate percentage of issued share capital</b>
60 shares in issue at the date of this document . . .	6.00	0.0%
599,999,940 shares to be issued pursuant to the Capitalization Issue (Note) . . . . .	59,999,994.00	72.3%
[●] shares to be issued in the [●]. . . . .	[●]	[●]%
<b>[●] Total</b> . . . . .	<b>[●]</b>	<b>[●]%</b>

Note: Pursuant to the written resolutions of the sole shareholder of our Company passed on October 23, 2009, the Directors were authorized to capitalize the amount of HK\$59,999,994 standing to the credit of the share premium account of our Company as a result of the [●] and apply such sum in paying up in full at par 599,999,940 shares for allotment and issue to our shareholders (or its nominee) whose names appear on the register of our Company on October 23, 2009.

**Assumptions**

The above tables assume that the [●] and the Capitalization Issue have become unconditional. It takes no account of (a) any shares which may be issued under the general mandate given to our Directors for the allotment and issue of shares (see Appendix VI to this document under the section headed "Further Information about Our Company") (b) any shares which may be repurchased by

## SHARE CAPITAL

our Company pursuant to the Repurchase Mandate (see Appendix VI to this document under the section headed "Further Information about Our Company") or (c) any shares which may be issued pursuant to the exercise of any options which may be granted under the Share Option Scheme.

### Ranking

The [●], including the shares issuable pursuant to the [●], will rank pari passu in all respects with all other shares in issue as mentioned in this document, and in particular, will rank in full for all dividends and other distributions hereafter declared, paid or made on the shares on or after the date on which they are issued save with respect to entitlements under the Capitalization Issue.

### SHARE OPTION SCHEME

Our Company has conditionally adopted the Share Option Scheme, the principal terms of which are set out in the section headed "Share Option Scheme" in Appendix VI to this document.

### GENERAL MANDATE TO ISSUE SHARES

Subject to the [●] becomes unconditional, our Directors have been granted a general unconditional mandate to allot, issue and deal with shares of our Company (otherwise than pursuant to, or in consequence of the [●], a rights issue or pursuant to the exercise of options which may be granted under the Share Option Scheme, any scrip dividend scheme or similar arrangement, or any adjustment of rights to subscribe for shares under options or warrants or a special authority granted by our shareholders), with an aggregate nominal value of not more than the sum of:

- 20% of the aggregate nominal value of our issued share capital immediately following completion of the [●] and the Capitalization Issue (excluding shares which may be issued upon the exercise of the [●] or pursuant to any options which may be granted under the Share Option Scheme); and
- the aggregate nominal value of our issued share capital repurchased by us (if any) pursuant to the Repurchase Mandate.

This general mandate to issue shares will expire:

- at the conclusion of our Company's next annual general meeting;
- upon expiration of the period within which we are required by law or our Articles to hold our next annual general meeting; or
- at the time when such mandate is varied or revoked by an ordinary resolution of our shareholders in a general meeting,

whichever is the earliest.

For further details of this general mandate, see the section headed "Further Information about Our Company — Written resolutions of the sole shareholder of our Company passed on October 23, 2009" in Appendix VI to this document.

## SHARE CAPITAL

### REPURCHASE MANDATE

Subject to the [●] becoming unconditional, our Directors have been granted the Repurchase Mandate, which is a general unconditional mandate to exercise all powers of our Company to repurchase shares with an aggregate nominal value of not more than 10% of the aggregate nominal value of our issued share capital immediately following completion of the [●] and the Capitalization Issue (excluding shares that may be issued upon the exercise of the [●] or pursuant to any options which may be granted under the Share Option Scheme).

This Repurchase Mandate only relates to repurchases made on the Stock Exchange or any other stock exchange on which the shares may be listed (and which is recognized by the SFC and the Stock Exchange for this purpose), and which are in accordance with all applicable laws and the Listing Rules.

This Repurchase Mandate will expire:

- at the conclusion of our Company's next annual general meeting;
- upon expiration of the period within which we are required by law or our Articles to hold our next annual general meeting; or
- at the time when such mandate is varied or revoked by an ordinary resolution of our shareholders in a general meeting;

whichever is the earliest.

For further details of this Repurchase Mandate, see the section headed "Further Information about Our Company — Repurchase by our Company of its own securities" in Appendix VI to this document.