

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

A. FURTHER INFORMATION ABOUT OUR COMPANY

1. Incorporation of our Company

Our Company was incorporated in Hong Kong under the Companies Ordinance with limited liability on October 25, 2007. Our registered office is at 33rd Floor, Top Glory Tower, 262 Gloucester Road, Causeway Bay, Hong Kong. A summary of the provisions of our Articles of Association is set out in Appendix V to this document.

2. Changes in share capital of our Company

As at the date of incorporation of our Company, our authorized share capital was HK\$10,000 divided into 10,000 shares with a nominal value of HK\$1.00 each. On February 15, 2008, COFCO (HK) acquired from True Friendship Limited one share of HK\$1.00, credited as fully paid, representing the entire issued share capital of our Company.

On April 29, 2008, our Company allotted and issued one share of HK\$1.00, credited as fully paid, to COFCO (HK) in consideration of and in exchange for the transfer by COFCO (HK) to our Company of the entire issued share capital of COFCO No. 86 and shareholder's loans in the respective amounts of US\$8,537,990.6 and HK\$56,056.8.

On October 17, 2008, our Company allotted and issued one share of HK\$1.00, credited as fully paid, to COFCO (HK) in consideration of and in exchange for the assignment by COFCO (HK) of all the rights, title, interest and benefit in and to the receivable in the sum of HK\$34,190,000 due by COFCO-MC (HK).

On November 14, 2008, our Company further allotted and issued:

- (a) one share of HK\$1.00, credited as fully paid, to COFCO (HK) in consideration of and in exchange for the transfer by COFCO (HK) to our Company of the entire issued share capital of COFCO No. 33;
- (b) one share of HK\$1.00, credited as fully paid, to COFCO (HK) in consideration of and in exchange for the transfer by COFCO (HK) to our Company of the entire issued share capital of COFCO No. 34; and
- (c) one share of HK\$1.00, credited as fully paid, to COFCO (HK) in consideration of and in exchange for the transfer by COFCO (HK) to our Company of the entire issued share capital of COFCO No. 39.

Pursuant to the written resolutions passed by the sole shareholder of our Company on October 23, 2009, the authorized share capital of our Company was increased from HK\$10,000 to HK\$150,000,000 by the creation of an additional 149,990,000 shares of HK\$1.00 each and each of the then issued and unissued shares with a nominal value of HK\$1.00 each was subdivided into 10 shares with a nominal value of HK\$0.10 each. Accordingly, after the alteration, our Company has 1,500,000,000 authorized shares and 60 issued shares of HK\$0.10 each.

Immediately upon completion of the [●] and the Capitalization Issue but without taking into account any shares which may be issued pursuant to the exercise of the [●] or any options which may be granted under the Share Option Scheme, 800,000,000 shares will be issued fully paid or credited as fully paid.

Except as discussed above and in the paragraph headed "Written resolutions of the sole shareholder of our Company passed on October 23, 2009" below, there has been no alteration in our share capital since the date of our incorporation.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

3. Written resolutions of the sole shareholder of our Company passed on October 23, 2009

By written resolutions of the sole shareholder of our Company passed on October 23, 2009:

- (a) conditional on the same conditions as stated in the paragraph headed "Conditions of the [●]" in the section headed "Structure of the [●]" of this document, the [●] (including the grant of the [●]) was approved and the Directors were authorized to allot and issue the [●] pursuant thereto;
- (b) our Company approved and adopted the Articles of Association in substitution for and to the exclusion of the articles of association adopted upon incorporation;
- (c) conditional on the same conditions as stated in the paragraph headed "Conditions of the Hong Kong Public Offering" in the section headed "Structure of the [●]" of this document, and conditional further on: (i) the commencement of dealings in the shares of our Company on the Stock Exchange; and (ii) the approval of the SASAC, the terms of the Share Option Scheme were approved and adopted and the Directors were authorized to grant options to subscribe for shares thereunder and to allot and issue shares pursuant to the exercise of options granted thereunder;
- (d) conditional on the share premium account of our Company being credited as a result of the issue of the [●] by our Company pursuant to the [●], our Directors were authorized to capitalize HK\$59,999,994 standing to the credit of the share premium account of our Company and apply such sum in paying up in full at par 599,999,940 shares for allotment and issue to our sole shareholder whose name appears on the register of members of our Company on October 23, 2009 or its nominee;
- (e) conditional on the same conditions as stated in the paragraph headed "Conditions of the Hong Kong Public Offering" in the section headed "Structure of the [●]" of this document, the Directors were granted a general unconditional mandate to allot, issue and deal with shares with an aggregate nominal value of not more than the aggregate of (i) 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 (ii) the aggregate nominal value of our issued share capital repurchased by our Company pursuant to the Repurchase Mandate as referred to in paragraph (f) below; such mandate will expire (i) at the conclusion of the next annual general meeting of our Company; (ii) upon expiration of the period within which the next annual general meeting of our Company is required to be held by our Articles of Association or any applicable laws; or (iii) the passing of an ordinary resolution by shareholders of our Company in a general meeting revoking or varying such mandate, whichever first occurs. Such mandate does not cover shares to be allotted, issued or dealt with under a rights issue, scrip dividend scheme or similar arrangement, or upon the exercise of options granted under the Share Option Scheme or pursuant to any adjustment of rights to subscribe for shares under options or warrants or a special authority granted by our shareholders;
- (f) conditional on the same conditions as stated in the paragraph headed "Conditions of the Hong Kong Public Offering" in the section headed "Structure of the [●]" of this document, the Directors were 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 not exceeding 10% 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); such mandate will expire (i) at the conclusion of the next annual general meeting of our Company; (ii) upon expiration of the period within which the next annual general meeting of our Company is required to

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

be held by our Articles of Association or any applicable laws; or (iii) the passing of an ordinary resolution by shareholders of our Company in a general meeting revoking or varying such mandate, whichever first occurs. Such mandate only relates to repurchases made on the Stock Exchange or on any other stock exchange on which the shares are listed (and which is recognized by the SFC and the Stock Exchange for that purpose), and which are in accordance with all applicable laws and the Listing Rules; and

- (g) the general unconditional mandate mentioned in paragraph (e) above was extended by the addition to the aggregate nominal value of the share capital of our Company which may be allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of our Company repurchased by us pursuant to the General Mandate referred to in paragraph (f) above.

4. The Reorganization

In preparation for the [●], the companies comprising our Group underwent the Reorganization to rationalize our Group's structure and our Company became the holding company of the eleven PRC companies engaging in the packaging business.

Major steps of the Reorganization included the following:

- (a) on December 13, 2007, COFCO No. 33 acquired from True Friendship Limited one share of HK\$1.00, representing the entire issued share capital of CPMC (HK), for a consideration of HK\$1.00, which has been fully paid in cash;
- (b) on December 13, 2007, COFCO No. 86 acquired from True Friendship Limited one share of HK\$1.00, representing the entire issued share capital of COFCO-MC (HK), for a consideration of HK\$1.00, which has been fully paid in cash;
- (c) on the dates noted below, CPMC (HK) acquired the following interests from various indirect wholly-owned subsidiaries of COFCO (HK) for the following consideration:
 - (i) on December 27, 2007, 100% equity interest in CPMC (Chengdu) from COFCO No. 39 for a consideration of US\$10,000,000 based on the original investment cost to CPMC (Chengdu), which consideration has not been settled by CPMC (HK);
 - (ii) on December 28, 2007, 100% equity interest in CPMC (Tianjin) from COFCO No. 33 for a consideration of US\$20,000,000, satisfied by the allotment and issue by CPMC (HK) to COFCO No. 33 of one share of HK\$1.00, credited as fully paid;
 - (iii) on December 29, 2007, 100% equity interest in Hangzhou CPMC from COFCO No. 33 for a consideration of US\$30,000,000, satisfied by the allotment and issue by CPMC (HK) to COFCO No. 33 of one share of HK\$1.00, credited as fully paid;
 - (iv) on December 29, 2007, 100% equity interest in Panyu MCP from COFCO No. 34 for a consideration of US\$11,743,861.5 based on the original purchase cost, which consideration has not been settled by CPMC (HK); and
 - (v) on December 29, 2007, 25% equity interest in CPMC (Zhenjiang) from COFCO No. 86 for a consideration of US\$2,035,684 based on the original purchase cost, which consideration has not been settled by CPMC (HK);
- (d) on January 23, 2008, Hangzhou CPMC acquired an 8.8% equity interest in Zhangjiagang CPMC from COFCO Tunhe Kuitun for a consideration of RMB2,977,300 based on the net asset value of Zhangjiagang CPMC, which has been fully paid in cash;

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (e) on February 15, 2008, COFCO (HK) acquired from True Friendship Limited one share of HK\$1.00, representing the entire issued share capital of our Company, for a consideration of HK\$1.00, which has been fully paid in cash;
- (f) on April 29, 2008, our Company acquired from COFCO (HK) one share of US\$1.00, representing the entire issued share capital of COFCO No. 86, and shareholder's loans in the respective amounts of US\$8,537,990.6 and HK\$56,056.8, in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (g) on April 29, 2008, Hangzhou CPMC acquired a 40% equity interest in CPMC (Zhenjiang) from Zhenjiang Huading Packaging Industries Development Co. Ltd., an independent third party, for a consideration of RMB28,250,000 based on the net asset value of CPMC (Zhenjiang) and on arm's length negotiations, which has been fully paid in cash;
- (h) on May 19, 2008, CPMC (HK) subscribed for an additional equity interest in the amount of US\$3,500,000 in CPMC (Zhenjiang), thereby increasing its equity interest in CPMC (Zhenjiang) from 25% to 50.61% and diluting the equity interest of Hangzhou CPMC in CPMC (Zhenjiang) from 75% to 49.39%;
- (i) on May 20, 2008, COFCO injected its 43.08% equity interest in Wuxi Huapeng to COFCO-MC (HK) for nil consideration as a direct injection by a wholly state-owned enterprise to its wholly-owned subsidiary;
- (j) on May 20, 2008, COFCO-MC (HK) acquired an 18.4% equity interest in Wuxi Huapeng from TG (London) for a consideration of HK\$34,190,000 based on the net asset value of Wuxi Huapeng, which became payable by COFCO-MC (HK) to our Company upon completion of steps (n) and (p) below;
- (k) on May 22, 2008, COFCO injected its 75% equity interest in Hangzhou COFCO-MC to COFCO-MC (HK) for nil consideration as a direct injection by a wholly state-owned enterprise to its wholly-owned subsidiary;
- (l) on May 22, 2008, COFCO-MC (HK) acquired a 25% equity interest in Hangzhou COFCO-MC from COFCO No. 86 for a consideration of US\$8,537,891.63, satisfied by the allotment and issue by COFCO-MC (HK) to COFCO No. 86 of one share of HK\$1.00, credited as fully paid;
- (m) on June 28, 2008, Zhangjiagang CPMC acquired the steel barrel and rectangular can businesses from two subsidiaries and an associate of China Agri, namely Eastbay, East Ocean and Northsea, for a consideration of RMB12,458,013.8, RMB19,809,744.6 and RMB12,293,528.8, respectively, based on the asset value of the machinery and equipment and the book value of the inventory and raw materials of each company and on arm's length negotiations, which has been fully paid in cash;
- (n) on August 28, 2008, TG (London) assigned to COFCO (HK) all its rights, title, interest and benefit in and to the receivable in the sum of HK\$34,190,000 due by COFCO-MC (HK) to TG (London) in step (j) above for a consideration of HK\$1.00 based on agreed value, which has been paid in cash;
- (o) on August 31, 2008, COFCO No. 33 allotted and issued to COFCO (HK) one share of US\$1.00, credited as fully paid, in full settlement of the shareholder's loans in the respective amounts of US\$73,784,545.5 and HK\$126,332.1;
- (p) on September 8, 2008, CPMC (Wuhan) was incorporated in the PRC and was 100% held by CPMC (HK);

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (q) on October 17, 2008, our Company acquired from COFCO (HK) all the rights, title, interest and benefit in and to the receivable in the sum of HK\$34,190,000 due by COFCO-MC (HK) to COFCO (HK) in step (n) above in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (r) on November 14, 2008, our Company acquired from COFCO (HK) two shares of US\$1.00 each, representing the entire issued share capital of COFCO No. 33, in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (s) on November 14, 2008, our Company acquired from COFCO (HK) one share of US\$1.00, representing the entire issued share capital of COFCO No. 34, in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (t) on November 14, 2008, our Company acquired from COFCO (HK) one share of US\$1.00, representing the entire issued share capital of COFCO No. 39, in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (u) on November 17, 2008, Shenzhen CPMC was incorporated in the PRC and was held as to 90% and 10% by Hangzhou CPMC and Panyu MCP, respectively;
- (v) on December 16, 2008, COFCO No. 39 acquired from True Friendship Limited one share of HK\$1.00, representing the entire issued share capital of Powerful Chance for a consideration of HK\$1.00, which has been fully paid in cash;
- (w) on December 23, 2008, Hangzhou CPMC Canmaking was incorporated in the PRC and was 100% held by Powerful Chance;
- (x) on October 23, 2009, the authorized share capital of our Company was increased from HK\$10,000 to HK\$150,000,000 by the creation of an additional 149,990,000 shares of HK\$1.00 each and each of the then issued and unissued shares with a nominal value of HK\$1.00 each was subdivided into 10 shares with a nominal value of HK\$0.10 each; and
- (y) pursuant to the written resolutions of the sole shareholder passed on October 23, 2009, conditional on the share premium account of our Company being credited as a result of the [●], the Directors were authorized to allot and issue an aggregate of 599,999,940 shares by way of capitalization of the amount of HK\$59,999,994.00 from the amount standing to the credit of the share premium account of our Company, details of which are set out in the paragraph above headed "Written resolutions of the sole shareholder of our Company passed on October 23, 2009".

The considerations for the transactions under steps (c)(ii), (c)(iii), (f), (l), (r), (s) and (t) above were settled by way of issuing new shares, as the transferors in such transactions were, at the time of the transactions, the immediate holding companies of the relevant transferees.

5. Changes in share capital of subsidiaries

The subsidiaries (as defined under the Listing Rules) of our Company are those companies which are listed in the Accountants' Report set out in Appendix I to this document.

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

COFCO No. 33

On August 30, 2000, COFCO No. 33 was incorporated in the BVI with an authorized share capital of US\$50,000 divided into 50,000 shares of US\$1.00 each.

On August 31, 2008, COFCO No. 33 allotted one share of US\$1.00 to COFCO (HK).

CPMC (HK)

On December 11, 2007, CPMC (HK) was incorporated in Hong Kong with an authorized share capital of HK\$10,000 divided into 10,000 shares of HK\$1.00 each.

On December 13, 2007, one subscriber share in CPMC (HK) was transferred to COFCO No. 33 at a consideration of HK\$1.00.

On December 28, 2007, CPMC (HK) allotted one share of HK\$1.00 to COFCO No. 33.

On December 29, 2007, CPMC (HK) allotted one share of HK\$1.00 to COFCO No. 33.

COFCO-MC (HK)

On October 25, 2007, COFCO-MC (HK) was incorporated in Hong Kong with an authorized share capital of HK\$10,000 divided into 10,000 shares of HK\$1.00 each.

On December 13, 2007, one subscriber share in COFCO-MC (HK) was transferred to COFCO No. 86 at a consideration of HK\$1.00.

On May 22, 2008, COFCO-MC (HK) allotted one share of HK\$1.00 to COFCO No. 86.

Powerful Chance

On October 2, 2008, Powerful Chance was incorporated in Hong Kong with an authorized share capital of HK\$10,000 divided into 10,000 shares of HK\$1.00 each.

On December 16, 2008, one subscriber share in Powerful Chance was transferred to COFCO No. 39 at a consideration of HK\$1.00.

Hangzhou CPMC

On November 28, 2005, Hangzhou CPMC was established in the PRC with a registered capital of US\$30,000,000.

On September 10, 2008, (i) the total investment amount of Hangzhou CPMC was increased from US\$80,600,000 to US\$85,600,000; and (ii) the registered capital of Hangzhou CPMC was increased from US\$30,000,000 to US\$32,500,000.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

CPMC (Chengdu)

On January 13, 2006, CPMC (Chengdu) was established in the PRC with a registered capital of US\$5,000,000.

On May 31, 2007, (i) the total investment amount of CPMC (Chengdu) was increased from US\$10,000,000 to US\$25,000,000; and (ii) the registered capital of CPMC (Chengdu) was increased from US\$5,000,000 to US\$10,000,000.

CPMC (Zhenjiang)

On August 3, 2005, CPMC (Zhenjiang) was established in the PRC with a registered capital of US\$6,750,000.

On May 19, 2008, (i) the total investment amount of CPMC (Zhenjiang) was increased from US\$13,500,000 to US\$20,500,000 and (ii) the registered capital of CPMC (Zhenjiang) was increased from US\$6,750,000 to US\$10,250,000.

On May 19, 2008, CPMC (HK) subscribed for additional equity interest in the amount of US\$3,500,000 in CPMC (Zhenjiang). As a result, CPMC (Zhenjiang) became held as to 50.61% and 49.39% by CPMC (HK) and Hangzhou CPMC respectively.

Save as disclosed in this document, there has been no alteration in the registered capital or the authorized share capital (as the case may be) of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.

6. Further information about our operating subsidiaries in the PRC

Brief particulars of the operating subsidiaries of our Company established in the PRC are set out below:

(1) 中糧包裝(天津)有限公司 (COFCO Packaging Tianjin Company Limited)

Date of incorporation:	March 30, 2006
Place of incorporation:	China
Nature:	Company with limited liability (wholly foreign owned)
Registered office:	Kaiyuan Road, Wuqing Development Zone, New Technology Industry Park, Tianjin Municipality, China
Registered capital:	US\$20,000,000, which has been fully paid
Shareholder:	CPMC (Hong Kong) Limited (100%)
Directors:	Wang Jinchang, Zhou Zheng, Zhang Xin, Huang Jin, Teng Shumin
Scope of business:	Manufacture and sale of metal and plastic packaging products and printed and coated tinplates, and provision of related design and printing services.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(2) 杭州中糧包裝有限公司 (Hangzhou CPMC Co., Ltd.)

Date of incorporation: November 28, 2005

Place of incorporation: China

Nature: Company with limited liability (wholly foreign owned)

Registered office: No. 160, Weisan Road, Hangzhou Economic and Technical Development Zone, Hangzhou, Zhejiang Province, China

Registered capital: US\$32,500,000, which has been fully paid

Shareholder: CPMC (Hong Kong) Limited (100%)

Directors: Wang Jinchang, Zhou Zheng, Zhang Xin, Yao Hongying, Teng Shumin

Scope of business: Manufacture and sale of metal packaging products and printed and coated tinplates, and provision of printing services for packaging and decoration.

(3) 廣州番禺美特包裝有限公司 (Guangzhou Panyu MCP Industries Ltd.)

Date of incorporation: September 22, 1994

Place of incorporation: China

Nature: Company with limited liability (wholly foreign owned)

Registered office: Lianhuawei, Hualong Town, Panyu District, Guangzhou, Guangdong Province, China

Registered capital: US\$20,280,000, which has been fully paid

Shareholder: CPMC (Hong Kong) Limited (100%)

Directors: Wang Jinchang, Zhou Zheng, Zhang Xin, Huang Jin

Scope of business: Manufacture and sale of metal and plastic packaging products and printed and coated tinplates, and provision of printing services for packaging and decoration.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(4) 中糧包裝(成都)有限公司 (CPMC (Chengdu) Co., Ltd.)

Date of incorporation:	January 13, 2006
Place of incorporation:	China
Nature:	Company with limited liability (wholly foreign owned)
Registered office:	Cross-strait Technical Industry Development Zone, Chengdu, Sichuan Province, China
Registered capital:	US\$10,000,000, which has been fully paid
Shareholder:	CPMC (Hong Kong) Limited (100%)
Directors:	Zhou Zheng, Zhang Xin, Huang Jin
Scope of business:	Manufacture and sale of metal packaging products and provision of related design and printing services.

(5) 杭州中糧美特容器有限公司 (Hangzhou COFCO-MC Packaging Co., Ltd.)

Date of incorporation:	October 21, 1992
Place of incorporation:	China
Nature:	Company with limited liability (wholly foreign owned)
Registered office:	No. 160, Weisan Road, Baiyang Street, Hangzhou Economic and Technical Development Zone, Hangzhou, Zhejiang Province, China
Registered capital:	US\$30,050,000, which has been fully paid
Shareholder:	COFCO-MC (Hong Kong) Limited (100%)
Directors:	Wang Jinchang, Zhou Zheng, Zhang Xin, Huang Jin
Scope of business:	Manufacture and sale of metal packaging products and printed and coated tinplates.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(6) 無錫華鵬瓶蓋有限公司 (Wuxi Huapeng Closures Co., Ltd.)

Date of incorporation:	October 21, 1991
Place of incorporation:	China
Nature:	Sino-foreign joint venture company with limited liability
Registered office:	Wuxi National Hi-tech Development Zone, Wuxi, Jiangsu Province, China
Registered capital:	US\$25,000,000, which has been fully paid
Shareholders:	COFCO-MC (Hong Kong) Limited (61.48%) Other independent shareholders (38.52%)
Directors:	Wang Jinchang, Zhou Zheng, Zhang Xin, Huang Jin, Jozdf Salaerts, Goh Hock Huat, Wang Jiliang
Scope of business:	Manufacture and sale of metal packaging products and provision of printing services for metal packaging products.

(7) 中糧包裝(鎮江)製蓋有限公司 (CPMC (Zhenjiang) Can End Co., Ltd.)

Date of incorporation:	August 3, 2005
Place of incorporation:	China
Nature:	Sino-foreign joint venture company with limited liability
Registered office:	South side, Dingmaoqiao Road, Dingmao Development Zone, Zhenjiang, Jiangsu Province, China
Registered capital:	US\$10,250,000, which has been fully paid
Shareholders:	CPMC (Hong Kong) Limited (50.61%) Hangzhou CPMC Co., Ltd. (49.39%)
Directors:	Zhou Zheng, Zhang Xin, Huang Jin
Scope of business:	Manufacture and sale of easy-open ends and related parts.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(8) 張家港中糧包裝有限公司 (Zhangjiagang CPMC Co., Ltd.)

Date of incorporation: January 19, 2004

Place of incorporation: China

Nature: Company with limited liability

Registered office: Economic Development Zone, Zhangjiagang, Jiangsu Province, China

Registered capital: RMB17,000,000, which has been fully paid

Shareholder: Hangzhou CPMC Co., Ltd. (100%)

Directors: Zhou Zheng, Huang Jin, Teng Shuming

Scope of business: Manufacture and sale of metal packaging products, provision of printing services and import and export of goods and technology.

(9) 中糧包裝(武漢)有限公司 (CPMC (Wuhan) Co., Ltd.)

Date of incorporation: September 8, 2008

Place of incorporation: China

Nature: Company with limited liability (wholly foreign owned)

Registered office: No. 65MD Land, Wuhan Economic and Technical Development Zone, Wuhan, Hubei Province, China

Registered capital: US\$10,000,000, which has been fully paid

Shareholder: CPMC (Hong Kong) Limited (100%)

Directors: Zhang Xin, Qian Wenyang, Huang Jin

Scope of business: Manufacture and sale of metal and plastic packaging products, and research, development, manufacture and sale of packaging equipment and provisions of related services.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(10) 杭州中糧制罐有限公司 (Hangzhou CPMC Canmaking Co., Ltd.)

Date of incorporation: December 23, 2008

Place of incorporation: China

Nature: Company with limited liability (wholly foreign owned)

Registered office: Zone A, Block 6, No. 160, Weisan Road, Baiyang Street, Hangzhou Economic and Technical Development Zone, Hangzhou, Zhejiang Province, China

Registered capital: US\$22,000,000, which has been fully paid

Shareholder: Powerful Chance Limited (100%)

Directors: Zhang Xin, Qian Wenyang, Yang Mu, Lv Qing, Feng Ping

Scope of business: Manufacture and sale of metal two-piece cans and provision of related services.

(11) 深圳中糧包裝有限公司 (Shenzhen CPMC Co., Ltd.)

Date of incorporation: November 17, 2008

Place of incorporation: China

Nature: Company with limited liability

Registered office: Nos. 1 and 2 Buildings, Juyou Industry Park, Liaoken Village, Langxin Community, Shiyan Street, Bao'an District, Shenzhen, Guangdong Province, China

Registered capital: RMB50,000,000, which has been fully paid

Shareholder: Hangzhou CPMC Co., Ltd. (90%)
Guangzhou Panyu MCP Industries Ltd. (10%)

Directors: Zhang Xin, Teng Shumin, Huang Jin

Scope of business: Manufacture and sale of industrial cylindrical and rectangular cans and miscellaneous cans, and import and export of goods and technology.

7. Repurchase by our Company of its own securities

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

(a) Provisions of the Listing Rules

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

(i) Shareholders' approval

All proposed repurchases 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.

Pursuant to the written resolutions passed by the sole shareholder of our Company on October 23, 2009, the Repurchase Mandate was conditionally granted to the Directors.

(ii) Source of funds

Repurchases must be funded out of funds legally available for that purpose in accordance with our Articles of Association and the Companies Ordinance. 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.

Any repurchases by our Company may be made out of capital paid up on the shares to be repurchased, funds of our Company which would otherwise be available for dividend or distribution or out of an issue of new shares made for the purpose of the repurchase and, in the case of any premium payable on the repurchase, out of the funds of our Company which would otherwise be available for dividend or distribution or out of the share premium account of our Company.

(iii) Trading restrictions

The total number of shares which our Company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of the shares in issue 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).

(b) Reasons for repurchases

The Directors believe that it is in the best interests of our Company and its 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, enhance the net value of our Company, its assets and/or earnings per share and will only be made where the Directors believe that such repurchases will benefit our Company and its shareholders.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(c) Funding of repurchases

In repurchasing the shares, our Company may only apply funds legally available for such purpose in accordance with our Articles of Association and the applicable laws of Hong Kong. The Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of the Directors are from time to time appropriate to our Company. However, there might be a material adverse effect on the working capital requirement of our Company or the gearing level (as compared with the position disclosed in the audited financial statements of our Company set out in this document) in the event that the Repurchase Mandate is exercised in full.

(d) Share capital

The exercise in full of the Repurchase Mandate, on the basis of 800,000,000 shares in issue immediately following completion of the [●] and the Capitalization Issue (assuming the [●] is not exercised), could accordingly result in up to 80,000,000 shares being repurchased by our Company during the period prior to the date on which the Repurchase Mandate expires or terminates.

(e) General

None of the Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their respective associates (as defined in the Listing Rules) has any present intention to sell shares to our 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 Memorandum of Association and Articles of Association of our Company, 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 our Company increases, 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 our Company and become obliged to make a mandatory offer under 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 exercise in full of the Repurchase Mandate. No connected person (as defined in the Listing Rules) has notified our Company that he has a present intention to sell shares to our Company, or has undertaken not to do so, if the Repurchase Mandate is exercised.

B. FURTHER INFORMATION ABOUT THE BUSINESS

1. 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 immediately preceding the date of this document and are or may be material:

- (1) an equity transfer agreement dated December 18, 2007 entered into between COFCO No. 39 and CPMC (HK) pursuant to which COFCO No. 39 transferred its 100% equity interest in CPMC (Chengdu) to CPMC (HK) for a consideration of US\$10,000,000;
- (2) an equity transfer agreement dated December 18, 2007 entered into between COFCO No. 33 and CPMC (HK) pursuant to which COFCO No. 33 transferred its 100% equity interest in CPMC (Tianjin) to CPMC (HK) for a consideration of US\$20,000,000;
- (3) an equity transfer agreement dated December 18, 2007 entered into between COFCO No. 33 and CPMC (HK) pursuant to which COFCO No. 33 transferred its 100% equity interest in CPMC Hangzhou to CPMC (HK) for a consideration of US\$30,000,000;
- (4) an equity transfer agreement dated December 18, 2007 entered into between COFCO No. 34 and CPMC (HK) pursuant to which COFCO No. 34 transferred its 100% equity interest in Panyu MCP to CPMC (HK) for a consideration of US\$11,743,861.5;
- (5) an equity transfer agreement dated December 18, 2007 entered into between COFCO No. 86 and CPMC (HK) pursuant to which COFCO No. 86 transferred its 25% equity interest in CPMC (Zhenjiang) to CPMC (HK) for a consideration of US\$2,035,684;
- (6) an equity transfer agreement dated December 21, 2007 entered into between COFCO No. 86 and COFCO-MC (HK) pursuant to which COFCO No. 86 transferred its 25% equity interest in Hangzhou COFCO-MC to COFCO-MC (HK) for a consideration of US\$8,537,891.6;
- (7) an equity transfer agreement dated January 23, 2008 entered into between COFCO Tunhe Kuitun and Hangzhou CPMC pursuant to which COFCO Tunhe Kuitun transferred its 8.8% equity interest in Zhangjiagang CPMC to Hangzhou CPMC for a consideration of RMB2,977,300;
- (8) an equity injection agreement dated January 23, 2008 entered into between COFCO and COFCO-MC (HK) pursuant to which COFCO transferred its 75% equity interest in Hangzhou COFCO-MC to COFCO-MC (HK) for nil consideration;
- (9) an equity injection agreement dated January 23, 2008 entered into between COFCO and COFCO-MC (HK) pursuant to which COFCO transferred its 43.08% equity interest in Wuxi Huapeng to COFCO-MC (HK) for nil consideration;
- (10) an equity transfer agreement dated January 23, 2008 entered into between TG (London) and COFCO-MC (HK) pursuant to which TG (London) transferred its 18.4% equity interest in Wuxi Huapeng to COFCO-MC (HK) for a consideration of HK\$34,190,000;
- (11) an equity transfer agreement dated April 21, 2008 entered into between Zhenjiang Huading Packaging Industries Development Co., Ltd and Hangzhou CPMC pursuant to which Zhenjiang Huading Packaging Industries Development Co., Ltd transferred its 40% equity interest in CPMC (Zhenjiang) to Hangzhou CPMC for a consideration of RMB 28,250,000;

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (12) a share purchase agreement dated April 29, 2008 between our Company and COFCO (HK) pursuant to which our Company acquired from COFCO (HK) the entire issued share capital of and shareholder's loans in COFCO No. 86 in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (13) a deed of assignment of shareholder's loans dated April 29, 2008 among our Company, COFCO (HK) and COFCO No. 86, pursuant to which COFCO (HK) assigned to our Company shareholder's loans in the respective amounts of US\$8,537,990.6 and HK\$56,056.8 in COFCO No. 86;
- (14) an asset transfer agreement dated June 27, 2008 entered into between Eastbay and Zhangjiagang CPMC pursuant to which Eastbay sold its assets relating to its steel barrel business to Zhangjiagang CPMC for a consideration of RMB12,458,013.8;
- (15) an asset transfer agreement dated June 27, 2008 entered into between East Ocean and Zhangjiagang CPMC pursuant to which East Ocean sold its assets relating to its steel barrel and rectangular can businesses to Zhangjiagang CPMC for a consideration of RMB19,809,744.6;
- (16) an asset transfer agreement dated June 27, 2008 entered into between Northsea and Zhangjiagang CPMC pursuant to which Northsea sold its assets relating to its steel barrel business to Zhangjiagang CPMC for a consideration of RMB12,293,528.8;
- (17) a deed of assignment dated August 28, 2008 among TG (London), COFCO (HK) and COFCO-MC (HK), pursuant to which TG (London) assigned to COFCO (HK) the receivable in the sum of HK\$34,190,000 due by COFCO-MC (HK) to TG (London) for a consideration of HK\$1.00;
- (18) a deed of assignment dated October 17, 2008 among COFCO (HK), our Company and COFCO-MC (HK), pursuant to which COFCO (HK) assigned to our Company the receivable in the sum of HK\$34,190,000 due by COFCO-MC (HK) to COFCO (HK) in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (19) a share purchase agreement dated November 14, 2008 between our Company and COFCO (HK) pursuant to which our Company acquired from COFCO (HK) the entire issued share capital of COFCO No. 33 in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (20) a share purchase agreement dated November 14, 2008 between our Company and COFCO (HK) pursuant to which our Company acquired from COFCO (HK) the entire issued share capital of COFCO No. 34 in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (21) a share purchase agreement dated November 14, 2008 between our Company and COFCO (HK) pursuant to which our Company acquired from COFCO (HK) the entire issued share capital of COFCO No. 39 in consideration of and in exchange for the allotment and issue by our Company to COFCO (HK) of one share of HK\$1.00, credited as fully paid;
- (22) the HK Trademark License Agreement dated October 23, 2009 between our Company and COFCO, as referred to in the paragraph headed "Continuing Connected Transactions Exempt from the Reporting, Announcement and Independent Shareholders' Approval Requirements — Trademark License Agreements with COFCO" in the section headed "Connected Transactions";

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (23) the PRC Trademark License Agreement dated October 23, 2009 between our Company and COFCO, as referred to in the paragraph headed "Continuing Connected Transactions Exempt from the Reporting, Announcement and Independent Shareholders' Approval Requirements — Trademark License Agreements with COFCO" in the section headed "Connected Transactions";
- (24) a non-competition deed dated October 23, 2009 executed by COFCO, COFCO (HK) and Wide Smart in favor of our Company, as referred to in the paragraph headed "Non-competition Deed" in the section headed "Relationship with COFCO Group";
- (25) a deed of indemnity dated October 23, 2009 given by COFCO and COFCO (HK) (the "Indemnifiers") in favor of our Company (for itself and as trustee for its subsidiaries) under which the Indemnifiers had given certain indemnities in favor of the Group containing, among other things, the indemnities referred to in the paragraph headed "Deed of indemnity" in this Appendix.


APPENDIX VI

STATUTORY AND GENERAL INFORMATION

2. Intellectual property rights of our Group












(a) Trademarks

As at the Latest Practicable Date, our Group has obtained registration of the following trademarks in the PRC and Hong Kong which are material to our Group's business:

<u>Trademark</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Registration Number</u>	<u>Duration of Validity</u>
HMCP	Hangzhou COFCO-MC	China	29	3341553	September 28, 2003 to September 27, 2013
HMCP	Hangzhou COFCO-MC	China	17	3341555	June 21, 2004 to June 20, 2014
HMCP	Hangzhou COFCO-MC	China	42	3347121	July 14, 2004 to July 13, 2014
HMCP	Hangzhou COFCO-MC	China	16	3341556	June 7, 2004 to June 6, 2014
HMCP	Hangzhou COFCO-MC	China	40	3347268	May 21, 2004 to May 20, 2014
MCP	Hangzhou COFCO-MC	China	29	3341558	September 28, 2003 to September 27, 2013
MCP	Hangzhou COFCO-MC	China	20	3341559	July 21, 2004 to July 20, 2014
MCP	Hangzhou COFCO-MC	China	17	3341560	June 21, 2004 to June 20, 2014
MCP	Hangzhou COFCO-MC	China	16	3341561	March 28, 2004 to March 27, 2014
MCP	Hangzhou COFCO-MC	China	42	3347117	July 14, 2004 to July 13, 2014
MCP	Hangzhou COFCO-MC	China	40	3347267	May 21, 2004 to May 20, 2014
	Hangzhou COFCO-MC	China	17	3341563	June 21, 2004 to June 20, 2014



APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Trademark	Registered Owner	Place of Registration	Class	Registration Number	Duration of Validity
	Hangzhou COFCO-MC	China	16	3341564	September 14, 2004 to September 13, 2014
	Hangzhou COFCO-MC	China	29	3341566	September 28, 2003 to September 27, 2013
	Hangzhou COFCO-MC	China	42	3347112	July 14, 2004 to July 13, 2014
	Hangzhou COFCO-MC	China	40	3347266	May 21, 2004 to May 20, 2014
	Hangzhou COFCO-MC	China	6	838744	May 14, 2006 to May 13, 2016
	Wuxi Huapeng	China	7	1787504	June 14, 2002 to June 13, 2012
	Wuxi Huapeng	China	16	3010537	January 28, 2003 to January 27, 2013
	Wuxi Huapeng	China	6	3302080	January 7, 2004 to January 6, 2014
	Wuxi Huapeng	China	6	637635	April 14, 2003 to April 13, 2013
	Wuxi Huapeng	China	6	943118	February 7, 2007 to February 6, 2017
	Wuxi Huapeng	China	20	949681	February 21, 2007 to February 20, 2017




APPENDIX VI

STATUTORY AND GENERAL INFORMATION

<u>Trademark</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Registration Number</u>	<u>Duration of Validity</u>
	Hangzhou CPMC	Hong Kong	2, 6, 14, 16, 20-21, 40, 42	301077174	March 20, 2008 to March 19, 2018
	Hangzhou CPMC	Hong Kong	2, 6, 14, 16, 20-21, 40, 42	301077183	March 20, 2008 to March 19, 2018

* Application with claim to protection of the colors.

As at the Latest Practicable Date, our Group has filed applications for the following trademarks in the PRC which are material to our Group's business:

<u>Trademark</u>	<u>Applicant</u>	<u>Place of registration</u>	<u>Class</u>	<u>Application Number</u>	<u>Date of Application</u>
	Hangzhou CPMC	China	2, 6-7, 14, 16, 20-21, 29-34, 39-40, 42	N/A ⁽¹⁾	December 30, 2006
	Hangzhou CPMC	China	2, 6-7, 14, 16, 20-21, 29-34, 39-40, 42	N/A ⁽²⁾	December 30, 2006
	Hangzhou CPMC	China	1-45	N/A ⁽³⁾	December 30, 2006

* Application with claim to protection of the colors.

- (1) There are in total 16 separate application numbers.
- (2) There are in total 16 separate application numbers.
- (3) There are in total 45 separate application numbers.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

(b) Domain names

As at the Latest Practicable Date, our Group has registered the following domain names:

Domain name	Registered Owner	Expiry Date
cofco-mc.com	Hangzhou COFCO-MC	September 2, 2013
cofco-mc.com.cn	Hangzhou COFCO-MC	August 11, 2013
cofco-mc.cn	Hangzhou COFCO-MC	August 11, 2013
cofco-packaging.com.cn	Hangzhou COFCO-MC	April 11, 2014
cofco-packaging.com	Hangzhou COFCO-MC	April 11, 2014
cofcopackaging.com.cn	Hangzhou COFCO-MC	April 11, 2014
cofcopackaging.com	Hangzhou COFCO-MC	April 11, 2014
cofco-pack.com.cn	Hangzhou COFCO-MC	April 11, 2014
cofco-pack.com	Hangzhou COFCO-MC	April 11, 2014
cofcopack.com.cn	Hangzhou COFCO-MC	April 11, 2014
cofcopack.com	Hangzhou COFCO-MC	April 11, 2014
cpmcgroup.cn	Hangzhou COFCO-MC	December 1, 2011
cpmcgroup.com	Hangzhou COFCO-MC	December 1, 2011
中粮包装.com	Hangzhou COFCO-MC	December 1, 2011
中粮包装.中国	Hangzhou COFCO-MC	December 1, 2011
中糧包裝.中国	Hangzhou COFCO-MC	December 1, 2011
中粮包装.cn	Hangzhou COFCO-MC	December 1, 2011
中糧包裝.cn	Hangzhou COFCO-MC	December 1, 2011
cofcopack-wuxi.com	Wuxi Huapeng	October 16, 2011
hpchina.cn	Wuxi Huapeng	March 17, 2012

(c) Patents

As at the Latest Practicable Date, our Group has obtained registrations of the following patents in the PRC:

Patent	Registered Owner	Place of Registration	Class	Registration Number	Date of Application
Positioning device for metal can packaging	Hangzhou COFCO-MC	China	Utility Model	ZL00203768.8	March 3, 2000
Clapboard for aerosol can packaging	Hangzhou COFCO-MC	China	Utility Model	ZL01210815.4	February 28, 2001
Clapboard for metal can packaging	Hangzhou COFCO-MC	China	Utility Model	ZL02215365.9	January 25, 2002
Halftone chromatic threshold printed tinplate anti-counterfeiting sheet material	Hangzhou COFCO-MC	China	Utility Model	ZL200420019609.5	January 17, 2004
Special printing technique for fish pattern	Hangzhou COFCO-MC	China	Design	ZL00348683.4	December 29, 2000
Special printing technique for oval pattern	Hangzhou COFCO-MC	China	Design	ZL00348684.2	December 29, 2000
Claw-shape twist cap	Wuxi Huapeng	China	Utility Model	ZL2007 20036253.X	April 19, 2007
Packaging container(1)	Hangzhou CPMC and ZUST	China	Design	ZL200730342043.9	November 6, 2007

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

<u>Patent</u>	<u>Registered Owner</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Registration Number</u>	<u>Date of Application</u>
Packaging container(2)	Hangzhou CPMC and ZUST	China	Design	ZL200730342044.3	November 6, 2007
Packaging container(3)	Hangzhou CPMC and ZUST	China	Design	ZL200730342046.2	November 6, 2007
Packaging container(4)	Hangzhou CPMC and ZUST	China	Design	ZL200730342045.8	November 6, 2007
Packaging container(5)	Hangzhou CPMC and ZUST	China	Design	ZL200730342047.7	November 6, 2007
Packaging container(6)	Hangzhou CPMC and ZUST	China	Design	ZL200730342050.9	November 6, 2007
Packaging container(7)	Hangzhou CPMC and ZUST	China	Design	ZL200730342049.6	November 6, 2007
Packaging container(8)	Hangzhou CPMC and ZUST	China	Design	ZL200730342048.1	November 6, 2007
Tea cans (Biluochun Tea)	Hangzhou CPMC	China	Design	ZL200730340463.3	October 25, 2007
Tea cans (Huang Shan Mao Feng Tea)	Hangzhou CPMC	China	Design	ZL200730340461.4	October 25, 2007
Poster (Flying Dragon Dancing Phoenix)	Hangzhou CPMC	China	Design	ZL200730340460.X	October 25, 2007
Poster (Double Dragon)	Hangzhou CPMC	China	Design	ZL200730340458.2	October 25, 2007
Tea cans (Tieguanyin Tea)	Hangzhou CPMC	China	Design	ZL200730340462.9	October 25, 2007
Tea cans (West Lake Long Jing Tea)	Hangzhou CPMC	China	Design	ZL200730340459.7	October 25, 2007

As at the Latest Practicable Date, our Group has filed the application for the patent below in the PRC:

<u>Patent</u>	<u>Applicant</u>	<u>Place of Registration</u>	<u>Class</u>	<u>Application Number</u>	<u>Date of Application</u>
Sealing compound for claw-shape twist cap	Wuxi Huapeng	China	Invention	200710021637.9	April 19, 2007

(d) *Logo*

We have been authorized by COFCO to use the logo appearing on the cover page of this document.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

C. FURTHER INFORMATION ABOUT DIRECTORS, MANAGEMENT AND SUBSTANTIAL SHAREHOLDER

1. Particulars of service agreements

(a) Executive Directors

Each of the executive Directors has entered into a service agreement with our Company. Particulars of these agreements are set out below:

Each service agreement is for an initial period of three years commencing on October 23, 2009 and will continue thereafter unless and until terminated by either party by serving not less than three months' prior written notice or three months' salary in lieu of such notice.

The following table sets out the annual salary range of the executive Directors:

<u>Range of annual salary</u>	<u>No. of Directors</u>
RMB900,000 — RMB1,200,000	one
RMB700,000 — RMB900,000	two

The aggregate annual salary of the three executive Directors will not exceed RMB2,800,000. Moreover, each of the executive Directors, for each completed year of service, may be awarded with a management bonus (if any) of such amount as may be determined by the remuneration committee at its sole discretion by reference to criteria as the remuneration committee may determine as appropriate from time to time. The relevant executive Director may not vote on any resolution of the Directors regarding the amount of the management bonus (if any) payable to him.

(b) Non-executive Directors and independent non-executive Directors

Each of the non-executive Directors and independent non-executive Directors has signed a letter of appointment with our Company under which he agreed to act as non-executive Director or independent non-executive Director for a term of three years from October 23, 2009, which may be terminated by not less than three months' notice in writing served by either party on the other.

<u>Range of annual salary</u>	<u>No. of Directors</u>
HK200,000	three
HK100,000	three

(c) Directors' remuneration

The aggregate remunerations paid to the Directors by our Group in respect of the financial year ended December 31, 2008 were approximately HK\$1,409,000. The aggregate remunerations and benefits in kind which the Directors are entitled to receive for the financial year ending December 31, 2009 are estimated to be approximately HK\$3,303,000, excluding any discretionary bonuses which may be paid to the Directors.

Save as disclosed above, none of the Directors has or is proposed to have a service agreement with any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

2. Interests of Directors and chief executive in the share capital of our Company and its associated corporations

Save as disclosed below, immediately following completion of the [●] and the Capitalization Issue (without taking into account any shares that may be issued and allotted pursuant to the exercise of the [●] or Options granted under Share Option Scheme), none of our Directors or chief executive will have any interest or short positions in the shares, underlying shares and debentures of our Company or any of its associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they have 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, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, to be notified to our Company and the Stock Exchange, once the shares are listed on the Stock Exchange.

<u>Name of Director</u>	<u>Name of associated corporations</u>	<u>Capacity</u>	<u>Number of shares</u> <i>(Note 1)</i>	<u>Approximate percentage of shareholding</u>
Mr. Ning Gaoning	China Foods	Beneficial owner	[●] (L)	[●] <i>(Note 2)</i>
Mr. Ning Gaoning	China Agri	Beneficial owner	[●] (L)	[●] <i>(Note 3)</i>
Mr. Hu Yonglei	China Agri	Beneficial owner	[●] (L)	[●] <i>(Note 3)</i>

Notes:

- (1) Long position in the underlying shares of the relevant company under share options granted pursuant to the share option scheme of the relevant company.
- (2) The percentage is calculated based on the total number of shares of China Foods in issue as at June 30, 2009, i.e. [●] shares.
- (3) The percentage is calculated based on the total number of shares of China Agri in issue as at June 30, 2009, i.e. [●] shares.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

3. Substantial shareholders

So far as the Directors are aware, information on the persons or entities, not being Directors or the chief executive of our Company, who will have, immediately following completion of the [●] and the Capitalization Issue (without taking into account shares that may be issued and allotted pursuant to the exercise of the [●] or options granted under the Share Option Scheme), an interest or a short position in the shares or underlying shares which would fall to be disclosed to our Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO, or who are, 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 member of our Group will be as follows:

(a) Interest in our Company

<u>Name of shareholder</u>	<u>Capacity</u>	<u>Number of shares</u> <i>(Note 1)</i>	<u>Approximate percentage</u> <u>of shareholding</u>
Wide Smart	Beneficial owner	[●] (L)	[●]
COFCO (HK)	Beneficial owner	[●] (L)	[●]
	Interest of controlled corporation <i>(Note 2)</i>	[●] (L)	[●]
COFCO	Interest of controlled corporations <i>(Note 3)</i>	[●] (L)	[●]

Notes:

- (1) The letter "L" denotes long position of the shareholder in the shares.
- (2) Wide Smart is a wholly-owned subsidiary of COFCO (HK). COFCO (HK) is therefore deemed to be interested in the [●] shares held by Wide Smart.
- (3) COFCO (HK) and Wide Smart are wholly-owned subsidiaries of COFCO. COFCO is therefore deemed to be interested in the [●] shares in aggregate held by COFCO (HK) and Wide Smart.

(b) Interest in other member of the Group

<u>Name of shareholder</u>	<u>Name of subsidiary</u>	<u>Capacity</u>	<u>Amount of registered capital held</u>	<u>Percentage of equity interest</u>
Wuxi Caps General Factory	Wuxi Huapeng Closures Co., Ltd.	Beneficial owner	US\$3,880,000	15.52%
Crown Asia Pacific Holdings Limited	Wuxi Huapeng Closures Co., Ltd.	Beneficial owner	US\$5,750,000	23%

4. Disclaimers

Save as disclosed in this document:

- (a) none of the Directors or the experts named in the paragraph headed "Consents and qualifications of experts" below has any direct or indirect interest in the promotion of, or 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, any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group nor will any Director apply for [●] either in his or her own name or in the name of a nominee;

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (b) none of the Directors is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group; and
- (c) none of the experts named in the paragraph headed "Consents and qualifications of experts" below has any shareholding in any member of the Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.

D. SHARE OPTION SCHEME

The following is a summary of the principal terms of the Share Option Scheme conditionally approved and adopted by written resolutions of the sole shareholder of our Company passed on October 23, 2009. The terms of the Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

For the purposes of this summary, unless the context otherwise requires or specifies, the following terms have the meanings set out below:

- "Employee(s)" (1) any executive or non-executive director(s) of any member(s) of the Group, (2) any supervisor(s), senior executive(s), key technical staff, professional staff, manager(s), any employee(s) of any member(s) of the Group, (3) any other individual(s) as may be decided by the Board, and "employment" shall be interpreted accordingly;
- "Grantee(s)" person(s) who are offered or granted Options pursuant to the Share Option Scheme;
- "Option(s)" option(s) to subscribe for shares that may be granted pursuant to the Share Option Scheme; and
- "Participant(s)" (1) any executive or non-executive director(s) of any member(s) of the Group (or person(s) proposed to be appointed as such provided that the offer to such proposed appointee(s) shall be conditional upon the proposed appointment taking effect), (2) any supervisor(s), senior executive(s), key technical staff, professional staff, manager(s), employee(s) of any member(s) of the Group (or person(s) proposed to be appointed as such provided that the offer to such proposed appointee(s) shall be conditional upon the proposed appointment taking effect), or (3) any other individuals as may be proposed by the Board. For the avoidance of any doubt, Participant(s) do not include independent non-executive director(s) of our Company.

1. Purpose

The purpose of the Share Option Scheme is to attract, retain and motivate senior management personnel and key employees of the Group, and provide the Participants with an opportunity to acquire proprietary interests in our Company and to encourage the Participants to work towards enhancing the value of our Company and shares for the benefit of our Company and its shareholders as a whole.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

2. Who may join

Subject to the terms of the Share Option Scheme, the Board shall be entitled at any time within 10 years from the adoption date of the Share Option Scheme to make an offer to any Participant of the Share Option Scheme to subscribe for such number of shares at the subscription price, after which period no further Options will be granted but in all other respects the provisions of the Share Option Scheme shall remain in full force and effect.

3. Acceptance of an offer of Options

An offer shall be made to a Participant by letter in such form as the Board may from time to time determine specifying the number of shares under the Option and the option period in respect of which the offer is made and requiring the Participant to undertake to hold the Option on the terms on which it is to be granted and to be bound by the provisions of the Share Option Scheme.

An offer shall be deemed to have been accepted and the Option to which the offer relates shall be deemed to have been granted when the duplicate letter comprising acceptance of the offer duly signed by the Grantee within 28 days with the number of shares in respect of which the offer is accepted clearly stated therein together with the payment of HK\$1.00 by consideration for the grant of the Option.

Any offer may be accepted or deemed to have been accepted in respect of less than the number of shares for which it is offered provided that it is accepted in respect of a board lot for dealing in shares on the Stock Exchange or an integral multiple thereof. To the extent that the offer is not accepted within 28 days in the manner indicated above, it will be deemed to have been irrevocably declined.

4. Maximum number of shares

The maximum number of shares which may be issued upon exercise of all Options to be granted under the Share Option Scheme and under any other share options schemes of our Company (if any) are in aggregate equal to 10% of the total number of shares in issue on the date on which dealings in the shares commence on the Stock Exchange (the "Scheme Mandate Limit").

For the avoidance of any doubt, Options lapsed in accordance with the terms of the Share Option Scheme and under any other share option schemes shall not be counted for the purpose of calculating the above-mentioned maximum number of shares. The Scheme Mandate Limit may be renewed at any time, subject to the shareholders' approval. However, the Scheme Mandate Limit as renewed shall not exceed 10% of the number of shares in issue as at the date of the relevant approval. Options already granted under the Share Option Scheme and under any other share option schemes (including those outstanding, cancelled, lapsed in accordance with the relevant schemes or exercised) shall not be counted for the purpose of calculating the maximum number of shares as renewed.

The overall limit on the number of shares which may be issued upon exercise of all outstanding Options granted and yet to be exercised under the Share Option Scheme and all other share option scheme of our Company must not exceed 10% of the number of shares in issue from time to time. No Options will be granted under the Share Option Scheme at any time if such grant will result in such limit being exceeded.

The total number of shares which may be issued upon exercise of all of the Options that are first granted after the Share Option Scheme takes effect shall not in aggregate exceed 1% of the total number of shares in issue at the relevant time.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

5. Maximum number of Options granted to any individual

The number of shares issued and to be issued upon exercise of the Options granted to any Grantee (including both exercised and outstanding Options) in any 12-month period must not exceed 1% of the shares at the relevant time.

Where any grant of Options to a substantial shareholder (as defined in the Listing Rules) of our Company, 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:

- (a) representing in aggregate over 0.1% of the shares in issue; and
- (b) having an aggregate value, based on the closing price of the shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of each grant, in excess of HK\$5 million,

such further grant of Options shall be subject to approval by the shareholders of our Company (voting by way of poll) at a general meeting. All connected persons (as defined in the Listing Rules) of our Company shall abstain from voting 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 complying with the relevant requirements under Chapter 17 of the Listing Rules to be sent to the shareholders of our Company in connection therewith.

Any grant of Options to a Participant, or any of his or her respective associates, who at the date of grant holds shares representing more than 5% of the voting rights of our Company shall be subject to the approval of the shareholders of our Company at a general meeting. All connected persons (as defined in the Listing Rules) shall abstain from voting 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 in connection therewith.

6. Subscription prices

Subject to any adjustment made pursuant to paragraph (17), the subscription price under any Options shall be a price determined by the Board and notified to the Grantees and shall be the highest of the following:

- (i) the closing price of the shares as stated in the daily quotations sheets issued by the Stock Exchange on the date of offer;
- (ii) the average closing price of the shares as stated in the daily quotations sheets issued by the Stock Exchange for the five business days immediately preceding the date of offer; or
- (iii) the nominal value of a share.

7. Granting Options to connected persons

Any grant of Options to a director, chief executive officer or substantial shareholder (not including the independent non-executive directors) of our Company or his/her respective associates is required to be approved by the independent non-executive directors of our Company.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

8. Restrictions on the time of granting Options

A grant of Options may not 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 the manner prescribed under the Listing Rules. In particular, no Options shall be granted:

- (i) during the period of 60 days immediately proceeding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to and including the publication date of the results; and
- (ii) during the period of 30 days immediately proceeding the publication date of the half-year results or quarterly results (if any) or, if shorter, the period from the end of the relevant half-year or quarterly period up to and including the publication date of the results.

For the avoidance of doubts, the period during which no Options shall be granted covers any period of delay in the publication of the relevant results announcement.

9. Rights are personal to Grantee

An Option is personal to the Grantee. No Grantee shall in any way sell, transfer or assign, charge, mortgage, encumber or create any interest in favor of any third party over or in relation to any Option or enter into any agreement to do so. Any breach of the foregoing shall entitle our Company to cancel the Options granted to the extent not already exercised.

10. Exercise of Options and period of the Share Option Scheme

Except where an Option shall become exercisable as otherwise provided in the Share Option Scheme, a Grantee shall hold his or her Options for a minimum period of two years from the date of grant before any of the Options can be exercised. The maximum exercise period of any Option shall not exceed seven years from the date of grant of the Option. The actual exercise period of any Option not exceeding seven years from the date of grant may be determined by the Board in its sole discretion. After the expiry of the exercise period of the Options granted, the Options (to the extent not yet exercised) will lapse automatically and become non-exercisable.

Save as otherwise specified in the Share Option Scheme, the Share Option Scheme shall remain effective for a period of 10 years from the date on which it takes effect being the date on which dealings in the shares on the Stock Exchange first commence, after which the Share Option Scheme will cease to be effective, and no further Options shall be granted provided that all other provisions contained in the Share Option Scheme shall remain effective with regard to the Options granted under the Share Option Scheme and the exercise of such Options.

11. Conditions for the exercise of Options

The Board is entitled in its absolute discretion to impose any conditions, restrictions or limitations upon each grant of Options. The number of the Options which are exercisable shall be conditional upon the extent to which any conditions imposed, including but not limited to performance targets, by the Board are satisfied. The rights of interpretation of the conditions, restrictions or limitations are reserved by the Board.

12. Rights on ceasing employment/death

In the event the Grantee ceases to be an Employee for any reason other than on his or her death, or diseases, or injuries or disabilities not attributable to his or her own improper conduct, or retirement from the position of the Employee, or transfer of employment upon the decision of his or

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

her employer, or the termination of his or her employment on one or more of the grounds specified in paragraphs (18) (iv) or (vi), the Grantee may exercise the Option up to the entitlement of such Grantee at the date of cessation (to the extent not already exercised) within a period of three months following the date of such cessation, which date shall be the last actual working day with our Company or the relevant subsidiary whether salary is paid in lieu of notice or not.

In the event the Grantee ceases to be an Employee due to his or her diseases, or injuries or disabilities not attributable to his or her own improper conduct, or retirement from the position of the Employee, or transfer of employment upon the decision of his or her employer and none of the events which would be a ground for termination of his or her employment under paragraphs (18) (iv) or (vi) arises, the Grantee may exercise the Option up to the entitlement of such Grantee at the date of cessation (to the extent not already exercised) within a period of six months following the date of such cessation, which date shall be the last actual working day with our Company or the relevant subsidiary whether salary is paid in lieu of notice or not.

In the event the Grantee dies before the Option is exercised in full and none of the events which would be a ground for termination of his or her employment under paragraphs (18) (iv) or (vi) arises, the personal representative(s) of the Grantee shall be entitled within a period of 12 months from the date of death or such longer period as the Board may determine to exercise the Option up to the entitlement of such Grantee at the date of death (to the extent not already exercised).

13. Rights on takeover of our Company

If a general offer by way of take-over, share repurchase, or similar offer 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) with the terms of the offer having been approved by the holders of not less than nine-tenths in value of the shares comprised in the offer within four months and the offeror thereafter gives a notice pursuant to the Companies Ordinance to acquire the remaining shares, the Grantee (or his or her personal representative(s)) may by notice in writing to our Company within 21 days of such notice exercise the Option (to the extent not already exercised) to its full extent or to the extent specified in such notice.

14. Rights on a voluntary liquidation of our Company

Where our Company adopts the resolution of voluntary liquidation, the Grantees (or their legal personal representative(s)) may, by notice in writing within 14 days following the resolution, elect to be treated as if they had exercised all or part of the Options (to the extent not already exercised) prior to the resolution, in which case the Grantees may *pari passu*, the same as other shareholders, be entitled to receive out of the assets available in the liquidation such sum as he would have received in respect of the shares, being the subject of such election, less an amount equal to the subscription price which would otherwise have been payable in respect thereof.

15. Rights on scheme of arrangement between our Company and its shareholders

If a general offer by way of scheme of arrangement is made to all the holders of shares with the scheme having been approved by the necessary number of holders of shares at the requisite meetings and having been declared unconditional, the Grantee (or his or her personal representative(s)) may thereafter (but before such time as shall be notified by our Company) exercise the Option (to the extent not already exercised) to its full extent or to the extent specified in such notice.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

16. Ranking of shares

The shares to be allotted upon the exercise of an Option will be subject to the Articles of Association of our Company then in force and will rank pari passu with the fully paid shares in issue on the date of exercise of the Option, including participation in the distribution of dividends and other rights/interests on or after the date of allotment, save as the dividends or other rights/interests publicized, proposed or decided prior to the date of exercise of the Option.

17. Effect of the alteration of the share capital of our Company

Subject to the applicable laws and regulations, in the event of capitalization issue, rights issue, consolidation, subdivision, or reduction in the share capital of our Company other than any alteration in the capital structure of our Company as a result of an issue of shares as consideration in respect of a transaction to which our Company is a party, such corresponding adjustments (if any) shall be made to:

- (i) the number of shares subject to the Options so far as unexercised; and/or
- (ii) the subscription price; and/or
- (iii) the terms of the Option,

provided that any such adjustments shall give a Grantee as much as possible the same proportion of the issued share capital of our Company as that to which he/she is previously entitled, but to the extent not exceeding the proportion before the adjustment. No such adjustments shall be made to the effect of which would be to enable any shares to be issued at any value lower than their nominal value, or the proportion for the subscription of the issued share capital of our Company by the Grantee to be increased. Any adjustment to be made to the exercise price of, and/or the number of shares subject to, and any Option to be granted under the Share Option Scheme will comply with Chapter 17 of the Listing Rules, the supplemental guidance issued by the Stock Exchange on September 5, 2005 to all issuers relating to share option schemes and any future guidance or interpretation of the Listing Rules issued by the Stock Exchange from time to time.

Our Company's auditors shall certify in writing to the Board that such adjustment is, in their opinion, in compliance with the terms of the Share Option Scheme and the rules, requirements and guidelines issued by the Stock Exchange from time to time.

18. Lapse of Options

An Option shall lapse automatically and not be exercisable (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option period;
- (ii) the expiry of any of the periods referred to in paragraphs (12) and (14);
- (iii) the date of the commencement of the liquidation of our Company (pursuant to the provisions of the applicable law);
- (iv) the date on which the Grantee ceases to be an Employee by reason of termination of his/her employment on the grounds that he/she has been guilty of misconduct, or has been convinced of any criminal offence involving his/her integrity or honesty or (if so determined by the Board) on any other ground on which an employer would be entitled to terminate his/her employment or pursuant to any applicable laws or under the Grantee's service contract with our Company or the relevant subsidiary;

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (v) the date of occurrence on the part of the Grantee of any of the following events confirmed by the Board:
 - a. material negligence or dereliction of his/her duty;
 - b. breach of the relevant laws and regulations or the Articles of Association of our Company;
 - c. where the Board determines that the Grantee during his/her term of office has incurred losses to our Company due to accepting/demanding bribes, embezzlement/theft, disclosure of the operational and technological secrets or know-how of our Company, implementation of connected transactions against the interests or reputation of our Company and such other behaviors which have material adverse effect on the image of our Company;
- (vi) the date on which the Grantee has become bankrupt or has become insolvent or has made any arrangement or composition with his/her creditors after which his/her employment is terminated;
- (vii) the date on which the Grantee breaches paragraph (9); and
- (viii) subject to the relevant courts of Hong Kong not making an order prohibiting the offeror to acquire the remaining shares in the offer, the expiry of the period referred to in paragraph (13).

19. Alterations to the Share Option Scheme

The Share Option Scheme may be altered in any respect by the resolution of the Board, provided that such definitions, "Employee(s)" "Participant(s)" and "Option Period" as set out in the Share Option Scheme, the terms and conditions of the Share Option Scheme and the major provisions concerning the subscription rights shall not be amended to such effect as terms of the rights and obligations of the Participant(s) and Employee(s) or the future Participant(s) and Employee(s) will be prejudiced, save as approved by the resolution of general meetings of our Company.

Any amendments to the terms and conditions of the Share Option Scheme which are of a material nature, or any change to the terms of the Options granted must also, to be effective, be approved by the shareholders at a general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme.

The amended terms and conditions of the Share Option Scheme shall comply with the relevant requirements of the Listing Rules and the applicable laws and regulations from time to time.

20. Cancellation of Options

Any Options already granted but not exercised may be cancelled by the Board if the Grantee so agrees and new Options may be granted to the Grantee under the Share Option Scheme with available unissued options.

21. Termination of the Share Option Scheme

The Share Option Scheme shall terminate upon the expiration of the period of the Share Option Scheme. Our Company may by resolution at a general meeting or the Board may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered, but the provisions of the Share Option Scheme shall in all other respects remain in full

force and effect. Options which are granted during the life of the Share Option Scheme and remain unexpired immediately prior to the termination of the operation of the Share Option Scheme shall continue to be exercisable in accordance with their terms of issue after the termination of the Share Option Scheme.

22. Administration of the Share Option Scheme

The Share Option Scheme shall be subject to the administration of the Board, the resolutions of which shall be final and binding upon all the parties, save as otherwise specified.

23. Conditions

The Share Option Scheme shall take effect subject to the passing of the necessary resolution to adopt the Share Option Scheme by the sole shareholder of our Company and is conditional upon, among other things, (i) the obligations of the [●] under the [●] in respect of the [●] becoming unconditional and not being terminated in accordance with the terms of the respective agreements or otherwise; (ii) the Listing Committee of the Stock Exchange granting approval of the [●] of, and permission to deal in, the shares of the Company in issue and to be issued as detailed in this document, and to be issued pursuant to the exercise of Options under the Share Option Scheme; (iii) the SASAC granting approval of the Share Option Scheme; and (iv) the commencement of dealings in the shares of our Company on the Stock Exchange.

24. Financing arrangements

Subject to and to the extent permitted by applicable laws, our Company may, but shall not be obliged to, provide, procure or make arrangements for the financing to Grantees for the purposes of satisfying the payment of the subscription price in respect of the exercise of the Options on the part of the relevant Grantee.

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

E. OTHER INFORMATION

1. Estate duty

The Directors have been advised that, based on the applicable laws and the current practice of the relevant regulatory authorities, no material liability for estate duty is likely to fall on any member of the Group in Hong Kong or in the PRC.

2. Litigation

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

3. Qualifications of experts

The qualifications of the experts referred to in this document are as follows:

<u>Name</u>	<u>Qualifications</u>
CICC	Licensed to conduct type 1 (dealing in securities), type 4 (advising on securities) and type 6 (advising on corporate finance) regulated activities under the SFO
BOCI	Licensed to conduct type 1 (dealing in securities) and type 6 (advising on corporate finance) regulated activities under the SFO
Ernst & Young	Certified Public Accountants
Jones Lang LaSalle Sallmanns Limited.	Independent property valuer
Haiwen & Partners	PRC attorneys-at-law

4. Preliminary expenses

The preliminary expenses of our Company are estimated to be approximately HK\$3,000 and are payable by our Company.

5. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies Ordinance (so far as applicable).

6. Deed of indemnity

COFCO and COFCO (HK) (the "Indemnifiers") have entered into a deed of indemnity (the "Indemnity Deed") with and in favor of us (for ourselves and as trustee for each of the members of our Group) (being the material contract referred to in the paragraph headed "Summary of material contracts" under the paragraph headed "Further Information about the Business" in this Appendix) to provide indemnities on a joint and several basis in respect of, among other matters:

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

- (a) 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 section 35 of the Estate Duty Ordinance, Chapter 111 of the Laws of Hong Kong) to any member of our Group on or before the date on which the [●] becomes unconditional (the "Effective Date"); and
- (b) any claim or demand for Taxation (as defined therein) which might be payable by any member of our Group in respect of any income, profits, gains, transactions, events, acts, omissions, matters or things earned, accrued, received, entered into (or deemed to be so earned, accrued, received or entered into) or occurring on or before the Effective Date;
- (c) any claims, damages, losses, liabilities, costs (including without limitation costs of relocation), expenses, actions or proceedings incurred or suffered, or which may be incurred or suffered, by our Group in respect of the use or occupation of properties with defective titles or invalid leases and non-registration of leases entered into by our Group with the relevant government authority in accordance with applicable laws and regulations; and
- (d) any Damages (as defined therein) howsoever arising from or in connection with any Litigation Claim (as defined therein) the amount of which exceeding HK\$5,000,000 to the extent that the events leading to such Damages occurred prior to the Effective Date and any such Damages are not paid by the insurer under any relevant insurance policy (if any) or provision of which has not been made in the Accounts (as defined below).

Under the Indemnity Deed, these indemnities against Taxation do not cover any claim and the Indemnifiers are under no liability thereunder in respect of any Taxation claim:

- (a) to the extent that adequate provision has been made for such Taxation in the audited consolidated accounts of the Group for the three financial years ended December 31, 2008 and the six months ended June 30, 2009 (the "Accounts");
- (b) to the extent that such Taxation or liability would not have arisen but for any act or omission by any member of the Group voluntarily effected without the prior written consent or agreement of the Indemnifiers (such consent or agreement not to be unreasonably withheld or delayed), otherwise than in the ordinary course of business after the Effective Date;
- (c) for which any member of the Group is liable as a result of transactions entered into in the ordinary course of business after the Effective Date;
- (d) to the extent that such Taxation claim arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law or the interpretation or practice thereof by the Hong Kong Inland Revenue Department or the taxation authority of the PRC, the BVI or any other relevant authority in any other part of the world coming into force after the date of the Indemnity Deed or to the extent such claim arises or is increased by an increase in rates of Taxation after the date of the Indemnity Deed with retrospective effect; and
- (e) to the extent of any provisions or reserve made for Taxation in the Accounts which is finally established to be an over-provision provided that the amount of any such provision applied to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter.

7. Miscellaneous

- (a) Save as disclosed herein:
 - (i) within the two years immediately preceding the date of this document, no share or loan capital of our Company or any of its 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;
 - (ii) no share or loan capital of our Company or any of its subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) within the two years immediately 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 our Company or any of its subsidiaries;
 - (iv) no founder shares, management shares or deferred shares or debentures of our Company or any of its subsidiaries have been issued or agreed to be issued;
- (b) all necessary arrangements have been made to enable the shares to be admitted into CCASS for clearing and settlement;
- (c) the Group has no present intention to change the nature of its business in the near future;
- (d) there are no arrangements in existence under which future dividends are to be or agreed to be waived.

8. Exemptions from the Companies Ordinance

The English language and Chinese language versions of this document are being published separately.