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## CONNECTED TRANSACTION

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### FINANCIAL ASSISTANCE UNDER RULE 14A.63 OF THE LISTING RULES

Pursuant to a guarantee provided by Huayu Investment (the “Huayu Investment Guarantee”) dated April 30 2009, Huayu Investment provided a guarantee in favour of China Merchants Bank in order to secure the indebtedness of Daoyue under a loan agreement (the “Loan Agreement”) dated April 30, 2009 between Daoyue and China Merchants Bank, including but not limited to, the principal sum of the term loan of RMB1.1 billion under the Loan Agreement (the “Loan”), any interest accrued thereon, fine for breach of contract and any related expenses. The interest rate applicable to the Loan is floating rate reset every 3 months according to the benchmark lending rate for a loan period over 5 years published by the People’s Bank of China and adjusted downward by 10%. The Huayu Investment Guarantee was required by China Merchants Bank in connection with the Loan which was granted for the purpose of financing the construction of Sui-Yue Expressway (Hunan Section). Under the Loan Agreement, the term of the Loan is from May 8, 2009 to May 8, 2027. As at the Latest Practicable Date, the outstanding indebtedness owed by Daoyue under the Loan Agreement amounted to RMB300 million.

In order to terminate all reliance of Daoyue on Huayu Investment after the Listing, our Company will provide a guarantee (“Guarantee”) in favour of China Merchants Bank to replace the Huayu Investment Guarantee within three months from the Listing. Our Company will not charge Daoyue or China Merchants Bank any fees in relation to the provision of the Guarantee.

In addition, under the Deed of Indemnity, our Controlling Shareholders have provided indemnities on a joint and several basis in respect of 10% (being the interest held by Huayu Investment in Daoyue) of any losses suffered by our Group pursuant to the Guarantee due to the default in repayment of the indebtedness by Daoyue under the Loan Agreement.

Daoyue is held as to 90% by us and 10% by Huayu Investment. Huayu Investment is controlled by Mr. Chan, a director and substantial shareholder of our Company. As Daoyue is our non-wholly owned subsidiary where our connected person, namely, Mr. Chan, is entitled to exercise, or control the exercise of, 10% or more of the voting power at any of Daoyue’s general meeting, Daoyue will become a connected person of our Company upon the Listing and the transaction under the Guarantee will constitute a connected transaction under the Listing Rules.

Our Directors believe that it is common practice in the PRC that the lending banks require the provision of corporate guarantees or other forms of security. Our Directors also believe that it is a normal commercial practice for a company within the group to provide guarantees in respect of bank loans of another member of the same group. After taking into account the common banking practice in the PRC, our Directors (including the independent non-executive Directors) and the Sponsor are of the view that such arrangements are on normal commercial terms, fair and reasonable and in our interest and our Shareholders’ interest as a whole.

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## CONNECTED TRANSACTION

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### JOINT VENTURE CONTRACT

On February 28, 2009, Good Sign entered into the JV Contract with Huayu Investment which governs the interests of Good Sign and Huayu Investment in Daoyue and their respective entitlements to share in the future the profit of Daoyue. Pursuant to the JV Contract, the profit of Daoyue will be shared between Good Sign and Huayu Investment in proportion to their respective shareholdings in Daoyue. Any risk and liabilities in relation to the operation of Daoyue shall be borne by Good Sign and Huayu Investment in proportion to their respective shareholdings in Daoyue. The term of the JV Contract is 50 years from December 22, 2006 to December 21, 2056 which is subject to extension upon approval by the relevant authority. On June 28, 2009, Good Sign and Huayu Investment entered into a supplemental agreement to the JV Contract (“Supplemental JV Contract”) to amend certain clauses in the JV Contract to provide for the increase of registered capital in Daoyue. Pursuant to the Supplemental JV Contract, the registered capital of Daoyue was increased from RMB200 million to RMB600.95 million. Such increase of RMB400.95 million shall be contributed as to 90% by Good Sign and 10% by Huayu Investment. Good Sign and Huayu Investment shall each contribute 20% of their respective responsible proportion of contribution before obtaining the new business licence and the remaining 80% within two years after the issuance of the new business licence in compliance with the applicable laws and regulations. Good Sign and Huayu Investment have contributed 20% of the increased registered capital of Daoyue in August 2009 and such capital contributions have been duly verified by qualified PRC accountants in accordance with the PRC Company Law. Daoyue has obtained a new business licence on September 17, 2009. The balance of 80% of the increased registered capital of Daoyue is expected to be contributed by Good Sign and Huayu Investment within two years after the issuance of the new business licence. Please refer to the section headed “Business – The Sui-Yue Expressway (Hunan Section) - Joint Venture Arrangements” in this prospectus for further details of the JV Contract.

As our connected person, Mr. Chan, is indirectly holding 90.67% of the equity interest in Huayu Investment, Huayu Investment is an associate of Mr. Chan under the Listing Rules. Huayu Investment is also holding a 10% interest in, and is a substantial shareholder of Daoyue. Accordingly, Huayu Investment will become a connected person of our Company upon Listing. As such, the JV Contract as amended by the Supplemental JV Contract would, upon the Listing, constitute a connected transaction.

Our Directors and the Sponsor are of the view that the JV Contract as amended by the Supplemental JV Contract are in the ordinary and usual course of our business, on normal commercial terms and are fair and reasonable and in the interests of our shareholders as a whole.

Save as disclosed above, currently there is no other transaction between our Group and Daoyue which constitutes connected transactions under the Listing Rules. In addition, currently the Group has no plans to enter into any connected transaction with Daoyue after Listing. If our Group enters into any connected transaction with Daoyue in the future, our Company will comply with the relevant requirements under the Listing Rules.