

UNDERWRITING

JOINT GLOBAL COORDINATORS

ICBC International Capital Limited

J.P. Morgan Securities (Asia Pacific) Limited

JOINT BOOKRUNNERS OF THE HONG KONG PUBLIC OFFERING

ICBC International Capital Limited

J.P. Morgan Securities (Asia Pacific) Limited

HONG KONG OFFER UNDERWRITERS

Joint Lead Managers of the Hong Kong Public Offering

ICBC International Securities Limited

J.P. Morgan Securities (Asia Pacific) Limited

Co-Managers

Daiwa Capital Markets Hong Kong Limited

First Shanghai Securities Limited

Mizuho Securities Asia Limited

Platinum Securities Company Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, our Company is initially offering for subscription of 30,000,000 New Shares at the Offer Price under the Hong Kong Public Offering, on and subject to the terms and conditions set forth in this prospectus and the related Application Forms. The Hong Kong Offer Underwriters have agreed, severally, but not jointly, on and subject to the terms and conditions in the Hong Kong Underwriting Agreement, to procure subscribers for, or failing which they shall subscribe for, the Hong Kong Offer Shares.

The Hong Kong Underwriting Agreement is subject to various conditions, which include, but without limitation, (i) the Listing Committee of the Stock Exchange granting listing of, and permission to deal in, our Shares in issue and to be issued as mentioned in this prospectus; and (ii) the agreement of the Offer Price on the Price Determination Date. In addition, the Hong Kong Underwriting Agreement is conditional on and subject to the International Placing Underwriting Agreement having been executed, becoming unconditional and not having been terminated.

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Grounds for termination

The obligations of the Hong Kong Offer Underwriters to subscribe for, or procure subscribers for, the Hong Kong Offer Shares under the Hong Kong Underwriting Agreement are subject to termination. The Hong Kong Offer Underwriters shall be entitled to terminate their obligations under the Hong Kong Underwriting Agreement upon the occurrence of any of the following events by notice in writing to our Company given by the Joint Global Coordinators (acting on behalf of all the Hong Kong Offer Underwriters) with immediate effect at any time prior to 8:00 a.m. (Hong Kong time) on the Listing Date (the “**Termination Time**”) if prior to the Termination Time,

- (a) there comes to the notice of the Joint Global Coordinators or any of the Hong Kong Offer Underwriters:
 - (i) any matter or event showing any of the representations, warranties or undertakings (the “**Warranties**”) given by us and each of our Controlling Shareholders and two executive Directors (namely Ms. CHEN Zhao Nian and Ms. CHEN Zhao Hua) under the Hong Kong Underwriting Agreement to be untrue, inaccurate or misleading in any material respect when given or repeated or there has been a breach of any of the Warranties or any other provisions of the Hong Kong Underwriting Agreement by any party thereto other than the Hong Kong Offer Underwriters which, in any such cases, is considered, in the sole opinion of the Joint Global Coordinators, to be material in the context of the Hong Kong Public Offering; or
 - (ii) any statement contained in this prospectus has become or been discovered to be untrue, incorrect or misleading in any material respect; or
 - (iii) any event, series of events, matters or circumstances occurs or arises on or after the date of the Hong Kong Underwriting Agreement and before the Termination Time, being events, matters or circumstances which, if it had occurred before the date of the Hong Kong Underwriting Agreement, would have rendered any of the Warranties untrue, incorrect or misleading in any material respect, and which is considered, in the sole opinion of the Joint Global Coordinators, to be material in the context of the Hong Kong Public Offering; or
 - (iv) any matter which, had it arisen or been discovered immediately before the date of this prospectus and not having been disclosed in this prospectus, would have constituted, in the sole opinion of the Joint Global Coordinators, a material omission in the context of the Hong Kong Public Offering; or
 - (v) any event, act or omission which gives or is likely to give rise to any liability of our Company and any of our executive Directors and our Controlling Shareholders arising out of or in connection with the breach of any of the Warranties; or
 - (vi) any breach by any party to the Hong Kong Underwriting Agreement other than the Hong Kong Offer Underwriters of any provision of the Hong Kong Underwriting Agreement which, in the sole opinion of the Joint Global Coordinators, is material; or
- (b) there shall have developed, occurred, existed, or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of the Hong Kong Underwriting Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:
 - (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in the BVI, the Cayman Islands, Hong Kong, the PRC or any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or any other jurisdiction relevant to the business of our Group; or

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- (ii) any change in, or any event or series of events or development resulting or likely to result in any change in, the BVI, the Cayman Islands, Hong Kong, the PRC or any of the jurisdictions relevant to the business of our Group, the local, regional or international financial, currency, political, military, industrial, economic, stock market or other market conditions or prospects; or
- (iii) any change in the conditions of Hong Kong, the PRC, the US or international equity securities or other financial markets; or
- (iv) the imposition of any moratorium, suspension or restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (v) any change or development involving a prospective change in all forms of taxation or exchange control (or the implementation of any exchange control) in the BVI, the Cayman Islands, Hong Kong, the PRC or any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or other jurisdiction relevant to the business of our Group; or
- (vi) any change or prospective change in the business or in the financial or trading position or prospects of any member of our Group; or
- (vii) the imposition of economic sanction or withdrawal of trading privileges, in whatever form, by the US, the European Union (or any member thereof) or any of the jurisdictions in which our Group conducts business on Hong Kong or the PRC; or
- (viii) a general moratorium on commercial banking activities in the PRC or Hong Kong declared by the relevant authorities; or
- (ix) any event of force majeure including, without limiting the generality thereof, any act of God, military action, riot, public disorder, civil commotion, fire, flood, tsunami, explosion, epidemic, terrorism, strike or lock-out,

which, in the sole opinion of the Joint Global Coordinators:

- (a) is or will be, or is very likely to be adverse, in any material respect, to the business, financial or other condition or prospects of our Group; or
- (b) has or will have or is very likely to have a material adverse effect on the success of the Global Offering or the level of the Offer Shares being applied for or accepted, the distribution of the Offer Shares or the demand or the market price of our Shares following the Listing; or
- (c) for any other reason makes it impracticable, inadvisable or inexpedient for the Hong Kong Offer Underwriters to proceed with the Hong Kong Public Offering as a whole.

For the above purpose:

- (1) a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the US or a devaluation of the Renminbi against any foreign currencies shall be taken as an event resulting in a change in currency conditions; and
- (2) any normal market fluctuations shall not be construed as events or series of events affecting market conditions referred to above.

UNDERWRITING

Lock-up undertakings to the Hong Kong Offer Underwriters

(a) *Undertakings by our Controlling Shareholders*

Each of our Controlling Shareholders has jointly and severally undertaken with our Company, the Joint Global Coordinators (acting on behalf of all the Hong Kong Offer Underwriters) and the Joint Sponsors that, without the prior written consent of the Joint Global Coordinators and subject always to the requirements of the Stock Exchange, save as pursuant to the Stock Borrowing Agreement, the offer for sale of the Sale Shares by Bournam and the charging or pledging of any direct or indirect interest in the Shares or in any share in any company controlled by him or it which is the beneficial owner of the interest in the Shares in favour of an authorised institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, during a period of twelve months commencing from the Listing Date, he or it shall not, and shall procure the registered holder(s) of the Shares not to, dispose of, nor enter into any agreement to dispose of or otherwise create any option, right, interest or encumbrance in respect of, any of his or its direct and indirect interest in the Shares in respect of which he or it is shown in this prospectus to be the beneficial owner(s).

Mr. Chen has undertaken with our Company, the Joint Global Coordinators (on behalf of the Hong Kong Offer Underwriters) and the Joint Sponsors that, without the prior written consent of the Joint Global Coordinators and subject always to the requirements of the Stock Exchange, save as pursuant to the Stock Borrowing Agreement, the offer for sale of the Sale Shares by Bournam and the charging or pledging of any direct or indirect interest in the Shares or in any shares in any company controlled by him which is the beneficial owner of the interest in the Shares in favour of an authorised institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, during a period of twelve months commencing from the Listing Date,

- (a) he shall procure Bournam not to dispose of the Shares, nor enter into any agreement to dispose of or otherwise create any option, right, interest or encumbrance in respect of the Shares; and
- (b) he shall not dispose of or enter into any agreement to dispose of or otherwise create any option, right, interest or encumbrance in respect of any of the shares of Bournam.

(b) *Undertakings by our Company*

Our Company has irrevocably and unconditionally undertaken to the Joint Global Coordinators (on behalf of all the Hong Kong Offer Underwriters) and the Joint Sponsors, and each of our Controlling Shareholders and two executive Directors (namely Ms. CHEN Zhao Nian and Ms. CHEN Zhao Hua) has also irrevocably and unconditionally undertaken to the Joint Global Coordinators (on behalf of all the Hong Kong Offer Underwriters) and the Joint Sponsors to procure, that, without the prior written consent of the Joint Global Coordinators and subject always to the requirements of the Stock Exchange, save for the Offer Shares, the Shares to be issued under the Capitalisation Issue, and any Shares which may fall to be issued pursuant to the exercise of the Over-allotment Option and/or any option that may be granted under the Share Option Scheme, any capitalisation issue, capital reduction or consolidation or sub-division of Shares or any increase in the registered capital of any subsidiaries of our Company (which increase would not result in any dilution of the attributable interest of our Company in such subsidiary), neither our Company nor any of its subsidiaries from time to time shall:

- (a) allot and issue or agree to allot and issue any share in our Company or any of its subsidiaries from time to time or grant or agree to grant any option, warrant or other right carrying the right to subscribe for or otherwise acquire any securities of our Company or any of its subsidiaries from time to time during a period commencing on the date by reference to which disclosure of the shareholding of our Controlling Shareholders is made in this prospectus and ending on the date which is six months from the Listing Date (the “**First Six-Month Period**”);
- (b) issue any Share or securities in our Company or grant or agree to grant any option, warrant or other right carrying the right to subscribe for or otherwise convert into or exchange for Shares or securities in our Company during the six-month period commencing on the expiry date of the First Six-Month Period so as to result in our Controlling Shareholders, either individually or taken together with the other of them, ceasing to be a controlling shareholder (as defined under the Listing Rules) of our Company or our Company ceases to hold a controlling interest of 30% or more in any major subsidiary (which shall have the same meaning as in Rule 13.25(2) of the Listing Rules) of our Group; or
- (c) during the First Six-Month Period purchase any Share or securities of our Company.

UNDERWRITING

Lock-up undertakings to the Stock Exchange pursuant to the Listing Rules

(a) Undertakings by our Controlling Shareholders

In accordance with Rule 10.07(1) of the Listing Rules, our Controlling Shareholders have undertaken to the Stock Exchange that except pursuant to the Stock Borrowing Agreement and the offer for sale of the Sale Shares by Bournam, (i) it or he will not, at any time during the period commencing from the date of this prospectus in which disclosure of his/its shareholding in our Company is made and ending on the date which is six months from the Listing Date, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of the Shares in respect of which it or he is shown by this prospectus to be the beneficial owner; and (ii) it or he will not, at any time during the period of six months from the date on which the period referred to in (i) above expires, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares referred to in (i) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it or he would cease to be our Controlling Shareholder.

Our Controlling Shareholders have further undertaken to us and the Stock Exchange that it or he will, within a period of commencing from the date of this prospectus and ending on the date which is 12 months from the Listing Date, immediately inform us and the Stock Exchange of:

- (1) any pledges or charges of any shares or securities of our Company beneficially owned by any of our Controlling Shareholders, whether directly or indirectly, in favor of any authorised institution pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, and the number of such shares or securities of our Company so pledged or charged; and
- (2) any indication received by it/him, either verbal or written, from any pledgee or chargee of any Shares or other securities of our Company pledged or charged that any of such securities will be disposed of.

(b) Undertaking by our Company

Pursuant to Rule 10.08 of the Listing Rules, no further Shares or securities convertible into equity securities (whether or not of a class already listed) may be issued or form the subject of any agreement to such an issue within six months from the Listing Date (whether or not such issue of Shares or securities will be completed within six months from the Listing Date), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules which includes the issue of Shares pursuant to the Share Option Scheme.

International Placing Underwriting Agreement

Pursuant to the International Placing Underwriting Agreement, our Company and the Selling Shareholder are expected to be offering for subscription and purchase of 220,000,000 New Shares and 50,000,000 Sale Shares, respectively, at the Offer Price under the International Placing. The International Placing Underwriting Agreement is expected to be signed on or around the Price Determination Date, pursuant to which the International Placing Underwriters are expected to agree severally, but not jointly, on and subject to the terms and conditions contained in the International Placing Underwriting Agreement, to procure subscribers and purchasers to subscribe for and purchase or failing which they shall subscribe for and purchase, the International Placing Shares. Potential investors are reminded that in the event that the International Placing Underwriting Agreement is not entered into, the Global Offering will not proceed.

In addition, the Over-allotment Option is expected to be granted to the International Placing Underwriters, exercisable by J.P. Morgan (for itself and on behalf of the International Placing Underwriters), at any time from the Listing Date up to (and including) the date which is the 30th day after the last date for lodging the Application Forms, to require our Company to allot and issue up to 45,000,000 additional New Shares, representing 15% of the Shares initially available under the Global Offering, at the Offer Price on the same terms as those applicable to the International Placing, to cover over-allocations in the International Placing and/or the obligations of J.P. Morgan to return securities borrowed under the Stock Borrowing Agreement.

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The International Placing Underwriting Agreement is conditional on and subject to the Hong Kong Underwriting Agreement having been executed, becoming unconditional and not having been terminated. It is expected that undertakings similar to those given to the Hong Kong Offer Underwriters will be given by our Company, our Controlling Shareholders and the executive Directors to the International Placing Underwriters under the International Placing Underwriting Agreement.

Commission and expenses

The Hong Kong Offer Underwriters will, and the International Placing Underwriters are expected to, receive an underwriting commission of 2.5% and 3.0% of the aggregate Offer Price payable for the Hong Kong Offer Shares and the International Placing Shares, respectively, in accordance with the terms of the Underwriting Agreements, out of which the Underwriters may pay any sub-underwriting commission in connection with the Global Offering. The Joint Sponsors will also receive a documentation fee. The aggregate fees, together with the underwriting commission, listing application fees, legal and other professional fees, printing, translation and other fees and expenses relating to the Listing, are estimated to be approximately HK\$97.6 million (assuming that the Over-allotment Option is not exercised and based on the offer price of HK\$5.33 per Offer Share (being the mid-point of the indicative Offer Price range between HK\$4.50 and HK\$6.15)), of which the fees attributable to the Global Offering will be payable by us and the Selling Shareholder rateably, provided that all the seller and purchaser stamp duties, if any, shall be borne by the Selling Shareholder. We will also pay for all expenses in connection with any exercise of the Over-allotment Option or over-allocations in the International Placing.

JOINT SPONSORS' AND UNDERWRITERS' INTEREST IN OUR COMPANY

The Joint Sponsors will receive a documentation fee. The Joint Lead Managers of the Hong Kong Public Offering, the Joint Lead Managers of the International Placing and the other Underwriters will or are expected to receive an underwriting commission. Particulars of these underwriting commission and expenses are set forth under the paragraph headed "Commission and expenses" above.

We will appoint, before the Listing Date, ICBCI as our compliance adviser pursuant to Rule 3A.19 of the Listing Rules for the period commencing on the Listing Date and ending on the date on which we comply with Rule 13.46 of the Listing Rules in respect of our financial results for the year ending 31 December 2010.

Save as disclosed above, none of the Joint Sponsors, the Joint Lead Managers of the Hong Kong Public Offering, the Joint Lead Managers of the International Placing and the other Underwriters is interested legally or beneficially in shares of any members of our Group or has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any members of our Group or has any interest in the Global Offering.

MINIMUM PUBLIC FLOAT

Our Directors and the Joint Global Coordinators will ensure that there will be a minimum 25% of the total issued Shares held in public hands in accordance with Rule 8.08 of the Listing Rules after completion of the Global Offering.