

A. FURTHER INFORMATION ABOUT OUR GROUP**1. Incorporation of Our Company**

Our Company was incorporated in the BVI as a BVI business company under the BVI Business Companies Act on 2 March 2006. For the purpose of listing on the Main Board of the Stock Exchange, the Shareholders elected to redomicile the Company to the Cayman Islands rather than interposing a newly incorporated entity as the holding company and listing vehicle of the Group. Our Company redomiciled to the Cayman Islands on 30 March 2010 and is now existing as an exempted company with limited liability under the Cayman Companies Law. We have registered a place of business in Hong Kong at Level 28, Three Pacific Place, 1 Queen's Road East, Hong Kong and have been registered as a non-Hong Kong company under Part XI of the Hong Kong Companies Ordinance. Ms. Lo Yee Har, Susan and Ms. Kam Mei Ha, Wendy have been appointed as our agents for the acceptance of service of process and notices in Hong Kong. The address for service of process on the Company in Hong Kong is the same as its registered place of business in Hong Kong set out above. As we are incorporated in the Cayman Islands, our corporate structure, our Memorandum of Association and Articles of Association are subject to the relevant laws of the Cayman Islands. A summary of the relevant provisions of our Memorandum of Association and Articles of Association and certain relevant aspects of the Cayman Companies Law is set out in Appendix V to this prospectus.

2. Changes in Share Capital of Our Group***The Company***

As at the date of our incorporation, the authorised share capital of the Company was US\$500 divided into 50,000 shares of par value of US\$0.01 each. The following sets out the changes in the Company's issued share capital since the date of its incorporation:

- (a) on 2 March 2006, 1 ordinary share of US\$0.01 was allotted, issued and credited as fully paid to Ms. Tang Wai Fong (鄧惠芳) ("**Ms. Tang**"), a Hong Kong resident, as the initial subscriber;
- (b) on 27 June 2006, 6,999 ordinary shares of US\$0.01 were allotted, issued and credited as fully paid to Ms. Tang;
- (c) on 27 June 2006, 3,000 ordinary shares of US\$0.01 were allotted, issued and credited as fully paid to Front Venture for a consideration of US\$9.94 million, 1,000 of which were transferred to Kingview on 28 June 2006 for a consideration of US\$4 million;
- (d) on 1 August 2006, each issued and unissued ordinary share of US\$0.01 each was sub-divided into 5,000,000 shares of US\$0.0001 per share, comprising of 3,000,000 common shares and 2,000,000 preference shares;
- (e) on 14 August 2006, 50,505 Series A-1 Preference Shares of US\$0.0001 were allotted, issued and credited as fully paid to SAIF Tianjin for a consideration of US\$2 million and were transferred to SAIF on 25 October 2007 for a consideration of approximately US\$2.2 million;
- (f) on 14 August 2006, 505,051 Series A-1 Preference Shares of US\$0.0001 were allotted, issued and credited as fully paid to SAIF for a consideration of US\$20 million;
- (g) on 27 August 2008, 97,125 Series A-2 Preference Shares of US\$0.0001 were allotted, issued and credited as fully paid to SAIF for a consideration of US\$5 million;
- (h) on 27 August 2008, 28,471 Series B Preference Shares of US\$0.0001 were allotted, issued and credited as fully paid to SAIF for a consideration of US\$5 million;
- (i) on 27 August 2008, 208,157 Series B Preference Shares of US\$0.0001 were allotted, issued and credited as fully paid to GS for a consideration of approximately US\$36.6 million;
- (j) immediately upon the completion of the Global Offering, the Preference Shares will be automatically converted into Shares of the Company based on a one-for-one basis for both Series A and Series B Preference Shares, before adjusting for the subdivision of the Shares. Following such conversion, the

652,681 Series A Preference Shares will be converted to 652,681 Shares and the 236,628 Series B Preference Shares will be converted to 236,628 Shares; and

- (k) upon our continuation in the Cayman Islands on 30 March 2010, our authorised share capital was US\$50,000 divided into (i) 498,000,000 common shares of par value US\$0.0001 each; and (ii) 2,000,000 preferred shares of par value US\$0.0001 each of which 555,556 were designated as Series A-1 Preferred Shares of par value US\$0.0001 each, 97,125 were designated as Series A-2 Preferred Shares of par value US\$0.0001 each and 236,628 of which were designated as Series B Preferred Shares of par value US\$0.0001 each.

Assuming that the Global Offering becomes unconditional and the Shares are issued, our authorised share capital upon completion of the Global Offering will be US\$50,000 divided into 500,000,000,000 Shares.

Save as disclosed in this appendix, there has been no alteration in the Company's share capital since the date of our incorporation.

Our Subsidiaries

The list of our subsidiaries is set out in the section headed "Appendix I — Accountants' Report" to this prospectus. The alterations in the share capital (or registered capital, as the case might be) of our subsidiaries which have taken place within two years preceding the date of this prospectus are set out as follows:

Chongqing Chidian

On 1 July 2008, Mianyang Leici and Wen Jiatao established Chongqing Chidian in Chongqing. Mianyang Leici and Wen Jiatao each holds 95% and 5%, respectively, of the equity interest in Chongqing Chidian. The registered capital of Chongqing Chidian upon its establishment was RMB10 million and was contributed by its shareholders by 10 November 2009.

UK NVC

On 30 October 2008, the authorised capital of UK NVC was increased from GBP100,000 to GBP1 million by the creation of 900,000 new ordinary shares of GBP1 each, among which 399,880 were allotted and issued to our Company for a consideration of GBP399,880 and 49,985 were allotted and issued to each of Mr. Henry Hangmin Sun and Mr. Steven Mark Jacobs for a consideration of GBP49,985 on 31 December 2008, with the proportion of each shareholder's equity interest in UK NVC remaining unchanged.

Jiangshan Phoebus

On 25 December 2008, the registered capital of Jiangshan Phoebus was increased from US\$1 million to US\$7 million. The registered capital of Jiangshan Phoebus was fully paid up.

Save as described above, there has been no other alteration in the share capital of the subsidiaries of the Company in the two years preceding the date of this prospectus.

3. Written Resolutions of Our Shareholders

Pursuant to the written resolutions of all Shareholders entitled to vote at the general meeting of our Company, which were passed on 27 April 2010, it was resolved among other things that:

- (a) upon completion of the Global Offering, subject to and immediately following all preferred shares of US\$0.0001 par value each of the Company in issue being converted into common shares of US\$0.0001 par value each of the Company and in any event before the allotment and issue of any Hong Kong Offer Share and International Offer Shares:
- (1) the authorised but unissued share capital of the Company be and is diminished (the "Diminution") by the cancellation of all authorised but unissued Series A-1 Preferred Shares of par value US\$0.0001 each, all authorised but unissued Series A-2 Preferred Shares of par value US\$0.0001 each and all authorised but unissued Series B Preferred Shares of par value US\$0.0001 each;

- (2) following the Diminution, the authorised share capital be and is increased by the creation of such number of shares of US\$0.0001 par value each of the Company so that the authorised share capital of the Company shall become US\$50,000 divided into 500,000,000 shares of US\$0.0001 each (the “Increase”); and
 - (3) following the Increase, each issued and unissued share of the Company be and is sub-divided into 1,000 shares of par value of US\$0.0000001 each and each be designated as an ordinary share of the Company so that the authorised share capital of the Company shall become US\$50,000 divided into 500,000,000,000 ordinary shares of US\$0.0000001 each.
- (b) our Company approved and adopted its new Memorandum of Association and Articles of Association, the terms of which are summarised in Appendix V to this prospectus.
- (c) conditional upon: (i) the conditions for completion of the Global Offering being fulfilled; (ii) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus; and (iii) the obligations of the Underwriters under the Underwriting Agreements becoming unconditional and not being terminated in accordance with the terms of the Underwriting Agreements or otherwise, in each case on or before the date falling 30 days after the date of this prospectus:
- (1) the Global Offering and the Over-allotment Option were approved and the Directors were authorised to allot and issue, and to approve the transfer of, such number of Shares in connection with the Global Offering and any exercise of the Over-allotment Option as they are fit, on and subject to the terms and conditions stated in this prospectus and in the relevant Application Forms;
 - (2) conditional further on the Listing Committee of the Hong Kong Stock Exchange granting approval of our Share Option Scheme, the rules of our Share Option Scheme were approved and adopted, and the Directors or any committee thereof established by the Board were authorised, at their sole discretion, to make such further changes to our Share Option Scheme as requested by the Hong Kong Stock Exchange and which they deem necessary and/or desirable and at their absolute discretion to grant options to subscribe for Shares up to the limits referred to in our Share Option Scheme and or allot, issue and deal with Shares pursuant to the exercise of any option which may be granted under our Share Option Scheme and to take all such action as they consider necessary, desirable or expedient to implement or give effect to our Share Option Scheme, subject to the conditions therein;
 - (3) a general unconditional mandate was given to the Directors to allot, issue and deal with Shares (otherwise than pursuant to, or in consequence of, the Global Offering, a rights issue or pursuant to the exercise of any subscription rights which may be granted under our Share Option Scheme or any scrip dividend scheme or similar arrangements, any adjustment of rights to subscribe for Shares under options and warrants or a special authority granted by our Shareholders or an issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles of Association) with an aggregate nominal value of not more than the sum of:
 - 20% of the aggregate nominal value of our share capital in issue immediately following completion of the Global Offering but before any exercise of the Over-allotment Option and options granted under the Pre-IPO Share Option Scheme; and
 - the aggregate nominal value of the share capital of our Company repurchased by us (if any);
 - (4) a general unconditional mandate was given to the Directors to exercise all the powers of the Company to repurchase Shares to be listed on the Hong Kong Stock Exchange with a total nominal value of not more than 10% of the aggregate nominal value of the Company’s share capital in issue immediately following completion of the Global Offering but before any exercise of the Over-allotment Option and options granted under the Pre-IPO Share Option Scheme; and

- (5) the general unconditional mandate as mentioned in paragraph (3) above was extended by the addition to the aggregate nominal value of the Shares which may be allotted and issued or agreed to be allotted and issued by the Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the Shares purchased by the Company pursuant to the mandate to repurchase Shares referred to in paragraph (4) above.

Each of the general mandates referred to in paragraphs (3), (4) and (5) above will remain in effect until whichever is the earliest of (i) the conclusion of the next annual general meeting of the Company; (ii) the expiration of the period within which the next annual general meeting of the Company is required to be held by any applicable law or the Articles of Association of the Company; or (iii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders of the Company in a general meeting.

4. Repurchases of Our Own Shares

This section includes information relating to the repurchase of our Shares, including information required by the Hong Kong Stock Exchange to be included in this prospectus concerning such repurchase.

(a) *Relevant Legal and Regulatory Requirements*

The Listing Rules permit our Shareholders to grant to our Directors a general mandate to repurchase our Shares that are listed on the Hong Kong Stock Exchange. Such mandate is required to be given by way of an ordinary resolution passed by our Shareholders in a general meeting.

(b) *Shareholders' Approval*

All proposed repurchases of Shares (which must be fully paid up) must be approved in advance by ordinary resolutions of our Shareholders in a general meeting, either by way of general mandate or by specific approval of a particular transaction.

On 27 April 2010, our Directors were granted a general unconditional mandate to repurchase up to 10% of the aggregate nominal value of the share capital of our Company in issue immediately following completion of the Global Offering on the Hong Kong Stock Exchange or on any other stock exchange on which our securities may be listed and which is recognised by the SFC and the Hong Kong Stock Exchange for this purpose before any exercise of the Over-allotment Option and any exercise of any options under the Pre-IPO Share Option Scheme. This mandate will expire at the earliest of (i) the conclusion of our next annual Shareholders' general meeting, (ii) the date by which our next Shareholders' general meeting is required by applicable laws and our Articles of Association to be held, or (iii) such mandate being revoked or varied by ordinary resolutions of our Shareholders in a general meeting (the "**Relevant Period**").

(c) *Source of Funds*

Our repurchase of the Shares listed on the Hong Kong Stock Exchange must be funded from the funds legally available for the purpose in accordance with our Articles of Association and the applicable laws of Hong Kong and the Cayman Islands. We may not repurchase our Shares on the Hong Kong Stock Exchange for consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Hong Kong Stock Exchange. Subject to the above, we may make repurchases with funds which would otherwise be available for dividend or distribution or out of an issue of new Shares for the purpose of the repurchase.

(d) *Reasons for Repurchases*

Our Directors believe that it is in the Company and our Shareholders' best interests for our Directors to have general authority to execute repurchases of our Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share and will only be made where our Directors believe that such repurchases will benefit the Company and our Shareholders.

(e) ***Funding of Repurchases***

In repurchasing securities, we may only apply funds legally available for such purpose in accordance with our Articles of Association, the Listing Rules, and the applicable laws of Hong Kong and the Cayman Islands.

On the basis of the current financial position of our Company as disclosed in this prospectus and taking into account the current working capital position of our Company, our Directors believe that, if the repurchase mandate were to be exercised in full, it might have a material adverse effect on our working capital and/or the gearing position as compared with the position disclosed in this prospectus. However, our Directors do not propose to exercise the repurchase mandate to such an extent as would, in the circumstances, have a material adverse effect on the working capital requirements of our Company or the gearing levels which in the opinion of our Directors are from time to time appropriate for us.

(f) ***Share Capital***

The exercise in full of the current repurchase mandate, on the basis of 2,910,152,000 Shares in issue immediately after completion of the Global Offering (without taking into account the exercise of the Over-allotment Option and any exercise of options under the Pre-IPO Share Option Scheme), could accordingly result in up to 2,910,152,000 Shares being repurchased by us during the relevant period.

(g) ***General***

None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates (as defined in the Listing Rules) currently intends to sell any of our Shares to us or our subsidiaries.

Our Directors have undertaken to the Hong Kong Stock Exchange that, so far as the same may be applicable, they will exercise the repurchase mandate in accordance with the Listing Rules, our Memorandum of Association and Articles of Association, the Hong Kong Companies Ordinance, the Cayman Companies Law and any other applicable laws of the Cayman Islands.

If, as a result of any repurchase of our Shares, a Shareholder's proportionate interest in our voting rights is increased, such increase will be treated as an acquisition for the purposes 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 us and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Our Directors are not aware of any consequences of repurchases which would arise under the Takeovers Code.

No connected person as defined by the Listing Rules has notified us that he or it has a present intention to sell his or its Shares to us, or has undertaken not to do so, if the repurchase mandate is exercised.

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years immediately preceding the date of this prospectus that are or may be material:

- (a) a share purchase and share subscription agreement dated 9 May 2008 entered into among our Company, Huizhou NVC, Chongqing NVC, NVC Inc., Grandsun, Front Venture, Kingview, ABLE, SCGC, Mr. Wu, GS and SAIF, whereby SAIF subscribed for 97,125 Series A-2 Preference Shares for a consideration of US\$5 million and 28,471 Series B Preference Shares for a consideration of US\$5 million, and GS subscribed for 208,157 Series B Preference Shares for US\$36,555,556;

- (b) a share purchase agreement entered into among our Company, Signkey, World Through and Mr. Wu Jiannong dated 14 August 2008, whereby Signkey sold all of the issued and outstanding common shares of World Through to our Company for an initial consideration of US\$112,000,000, less a cash amount in US dollars which is equivalent to the RMB Post-Closing Restructuring Adjustment¹, plus a cash amount in US dollars which is equivalent to the RMB Post-Closing Restructuring Adjustment, both based on the exchange rate as set by the People's Bank of China on the closing date, consisting of the followings: (i) US\$56,000,000 less a cash amount in US dollars which is equivalent to the RMB Pre-closing Restructuring Adjustment, plus a cash amount in US dollars which is equivalent to the RMB post-closing restructuring adjustment, both based on the exchange rate as set by the People's Bank of China on the closing date; and (ii) 326,930 common shares of the Company with a par value of US\$0.0001 per share;
- (c) an amended and restated shareholders agreement dated 29 August 2008 together with its amendment no. 1 as at 23 February 2009 entered into among our Company, NVC Inc., Grandsun, Front Venture, Kingview, ABLE, SCGC, Signkey, Mr. Wu, GS and SAIF setting out certain rights and obligations of the holders of the Preferred Shares and Shares;
- (d) an amended and the restated right of first refusal and co-sale agreement dated 29 August 2008 entered into among our Company, NVC Inc., Mr. Wu, Grandsun, Front Venture, Kingview, ABLE, SCGC, Signkey, SAIF and GS, whereby if any of NVC Inc., Mr. Wu, Grandsun, Front Venture, Kingview, ABLE, SCGC and Signkey proposes to transfer equity securities to third parties, SAIF and GS, together with the permitted transferees and assigns of them who become parties to this agreement, have options to purchase, in the aggregate, up to all the offered shares at the same price and subject to the same material terms and conditions as agreed between the transferring Common Shareholders and the transferee(s). If any transferor proposes to transfer any equity securities to any person other than SAIF or GS, SAIF and GS have the rights to participate in such sale of equity securities on the same terms and conditions as agreed between the transferor and the transferee. The right of first refusal and co-sale right is subject to terms and obligations as agreed among parties of this agreement and will terminate on the date that is 18 months after the closing of a Qualified IPO (as defined in the "Our History and Structure");
- (e) an equity transfer agreement dated 8 September 2008 entered into between Jiangshan Phoebus and Zhejiang Tonking, whereby Jiangshan Phoebus transferred its 49% equity interest in Zhejiang NVC to Zhejiang Tonking for a consideration of RMB10,144,059.33;
- (f) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby Sunny transferred a 51% equity interest in Hangzhou Tongren Software Co., Ltd. (杭州同人軟件有限公司) to Zhejiang Tonking for a consideration of RMB783,725.17;
- (g) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby Sunny transferred an 80% equity interest in Jiangshan Youhe Machinery Co., Ltd. (江山市友和機械有限公司) to Zhejiang Tonking for a consideration of RMB5,754,684.91;
- (h) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby Sunny transferred a 50% equity interest in Jiangshan Liming Transportation Co., Ltd. (江山市黎明貨運有限公司) to Zhejiang Tonking for a consideration of RMB250,000;
- (i) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby Sunny transferred a 10% equity interest in Jiangshan Wudeng Lighting Co., Ltd. (江山吳燈照明電器有限公司) to Zhejiang Tonking for a consideration of RMB260,000;

¹ For item (b) of the material contracts, "RMB Pre-Closing Restructuring Adjustment" means the aggregate of the purchase price paid by Jiangshan Phoebus for the equity interest in Quzhou Guoguang Electronic Co., Ltd. and Sunny as specified under the pre-closing restructuring arrangement set out in Exhibit B of the agreement.

- (j) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby Sunny transferred to Zhejiang Tonking a 51% equity interest in Jiangshan Sanfeng Gas Co., Ltd. (江山市三峰氣體有限公司) for a consideration of RMB414,296.46;
- (k) an equity transfer agreement dated 8 September 2008 entered into between Sunny and Zhejiang Tonking, whereby a 33% equity interest in Hangzhou Tianmeng Textile Technology Co., Ltd. (杭州天盟紡織電子科技有限公司) was transferred from Sunny to Zhejiang Tonking for a consideration of RMB742,500;
- (l) an equity transfer agreement dated 7 November 2008 entered into by Jiangshan Phoebus and Shanghai Huihui Electronics Co., Ltd. (上海匯慧電子通訊有限公司), whereby Shanghai Huihui Electronics Co., Ltd. transferred a 26% equity interest in Shanghai Arcata to Jiangshan Phoebus for a consideration of RMB2,098,717.23;
- (m) an equity sale and purchase agreement dated 7 November 2008 and a supplemental agreement dated 19 February 2009 between Hu Jack Jianli, World Through and Arcata Universal Limited, whereby Hu Jack Jianli agreed to procure Max Rich to acquire the 74% equity interest in Shanghai Arcata from Arcata Universal Limited and Mr. Kevin J. Yang and then sell all shares of Max Rich to World Through for a consideration of RMB15,201,282.77;
- (n) an inventory purchase agreement dated 27 December 2008 entered into between Chongqing NVC and Chongqing Lianxin Lighting Co., Ltd. (重慶聯鑫照明有限公司) whereby Chongqing NVC purchased certain inventories from Chongqing Lianxin Lighting Co., Ltd. for a total consideration of RMB10,923,109.11;
- (o) an asset purchase agreement dated 31 December 2008 entered into between Chongqing NVC and Chongqing Lianxin Lighting Co., Ltd. whereby Chongqing NVC purchased certain assets from Chongqing Lianxin Lighting Co., Ltd. for a total consideration of RMB35,841,568.74;
- (p) an instrument of transfer dated 17 March 2009 entered into by Hu Jack Jianli and World Through, whereby Hu Jack Jianli transferred one share of Max Rich to World Through for a consideration of RMB15,201,282.77;
- (q) an inventory purchase agreement dated 27 May 2009 entered into between Chongqing NVC and Chongqingshi Tianyi Lighting Electronics Co., Ltd. (重慶市天溢照明電器有限公司) whereby Chongqing NVC purchased certain inventories from Chongqingshi Tianyi Lighting Electronics Co., Ltd. for a total consideration of RMB7,100,097.87;
- (r) an asset transfer agreement dated 17 June 2009 entered into between Huizhou NVC and Huizhou Huixin Hardware Co., Ltd., whereby Huizhou NVC purchased all the fixed assets of Huizhou Huixin Hardware Co., Ltd. for a consideration of RMB7,730,000.00;
- (s) an agreement on the relocation and compensation dated 24 September 2009 between the Administrative Committee of Zhejiang Jiangshan Economic Development Zone (浙江省江山經濟開發區管理委員會) (the “**Administrative Committee**”) and Sunny, Zhejiang NVC, Jiangshan Phoebus, Jiangshan Haohe Xingye Co., Ltd. (江山豪合興業有限公司) and Jiangshan Youhe Machinery Co., Ltd. (江山市友和機械有限公司) (collectively, the “**Relocating Parties**”), whereby the Relocating Parties agreed to relocate its production facilities and the Administrative Committee agreed to compensate the Relocating Parties for RMB125 million;
- (t) an agreement dated 24 September 2009 between the Administrative Committee and Sunny, Zhejiang NVC, Jiangshan Haohe Xingye Co., Ltd. (江山豪合興業有限公司) and Jiangshan Youhe Machinery Co., Ltd. (江山市友和機械有限公司) (collectively, the “**Investors**”), whereby the Administrative Committee agreed to assist the Investors to obtain land use rights on three plots of land, the area of which totalling 299.6 mu (equivalent to 199,735 sq.m.), at a total price of RMB22,769,600.00 and to obtain relevant governmental approvals for the Investors’ construction of production facilities. Under this agreement, Sunny shall obtain the land use rights on a plot of land of 238.8 mu (equivalent to 159,202 sq.m.), Jiangshan Youhe Machinery Co., Ltd. shall obtain the land use rights on a plot of land of 30.5 mu

(equivalent to 20,333 sq.m.) and Jiangshan Haohe Xingye Co., Ltd. shall obtain the land use rights on a plot of land of 30.3 mu (equivalent to 20,200 sq.m.);

- (u) an asset purchase agreement dated 20 October 2009 entered into between Chongqing NVC and Chongqingshi Tianyi Lighting Electronics Co., Ltd. whereby Chongqing NVC purchased certain assets from Chongqingshi Tianyi Lighting Electronics Co., Ltd. for a total consideration of RMB10,668,149.46;
- (v) a state-owned land use rights grant contract dated 24 December 2009 between the Land Bureau of Jiangshan City, Zhejiang Province (浙江省江山市國土資源局) and Sunny, whereby the land use rights in a plot of land of 149,257 sq.m. shall be granted to Sunny for a consideration of RMB18,209,354.00;
- (w) an agreement dated 9 April 2010 entered into between Zhejiang Tonking and Huizhou NVC, whereby if Zhejiang Tonking proposes to transfer any equity interest in Zhejiang NVC to any third parties, Huizhou NVC and any of its affiliates have the options to purchase, in the aggregate, all the offered equity interest at the same price and subject to the same material terms and conditions as agreed between Zhejiang Tonking and the proposed transferee(s);
- (x) a deed of non-competition dated 21 April 2010 entered into between Mr. Wu, NVC Inc. and the Company, whereby Mr. Wu and NVC Inc. have given the Company certain non-competition undertakings referred in the paragraph headed “Non-competition Undertaking” under the section headed “Relationship with Our Largest Shareholder and Founder and Connected Transactions”;
- (y) a cornerstone placing agreement dated 30 April 2010 entered into between China Alpha II Fund Ltd, Goldman Sachs (Asia) L.L.C. and The Hongkong and Shanghai Banking Corporation Limited as the Joint Global Coordinators and our Company, pursuant to which China Alpha II Fund Ltd has agreed to subscribe at the Offer Price for such number of Offer Shares that may be purchased with US\$5 million, rounded down to the nearest board lot;
- (z) a cornerstone placing agreement dated 30 April 2010 entered into between CITIC Securities Alpha Leaders Fund Limited, Goldman Sachs (Asia) L.L.C. and The Hongkong and Shanghai Banking Corporation Limited as the Joint Global Coordinators and our Company, pursuant to which CITIC Securities Alpha Leaders Fund Limited has agreed to subscribe at the Offer Price for such number of Offer Shares that may be purchased with US\$5 million, rounded down to the nearest board lot;
- (aa) a cornerstone placing agreement dated 30 April 2010 entered into between Dragon Stream Investments Limited, Goldman Sachs (Asia) L.L.C. and The Hongkong and Shanghai Banking Corporation Limited as the Joint Global Coordinators and our Company, pursuant to which Dragon Stream Investments Limited has agreed to subscribe at the Offer Price for such number of Offer Shares that may be purchased with US\$10 million, rounded down to the nearest board lot;
- (bb) a cornerstone placing agreement dated 4 May 2010 entered into between CCB International Asset Management Limited, Goldman Sachs (Asia) L.L.C. and The Hongkong and Shanghai Banking Corporation Limited as the Joint Global Coordinators and our Company, pursuant to which CCB International Asset Management Limited has agreed to subscribe at the Offer Price for such number of Offer Shares that may be purchased with US\$10 million, rounded down to the nearest board lot;
- (cc) a cornerstone placing agreement dated 4 May 2010 entered into between Shine Profit Assets Limited, Goldman Sachs (Asia) L.L.C. and The Hongkong and Shanghai Banking Corporation Limited as the Joint Global Coordinators and our Company, pursuant to which Shine Profit Assets Limited has agreed to subscribe at the Offer Price for such number of Offer Shares that may be purchased with US\$15 million, rounded down to the nearest board lot; and
- (dd) the Hong Kong Underwriting Agreement.

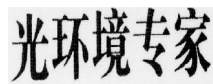
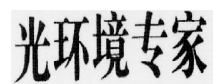




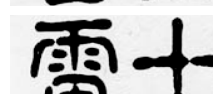
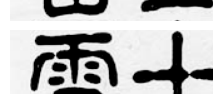
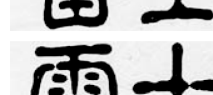
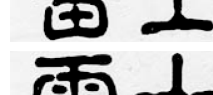
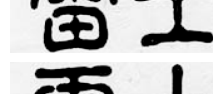
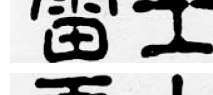
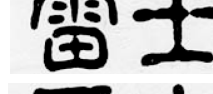

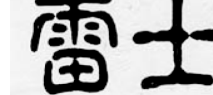
2. Intellectual Property Rights


As at the Latest Practicable Date, our Group has registered or has applied for the registration of the following intellectual property rights which are material in relation to our Group's business.


(a) Trademarks

(i) As at the Latest Practicable Date, our Group has registered the following trademarks which are material in relation to our Group's business:









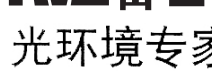




Trademarks	Proprietor	Class	Registration Number	Registration Date	Expiry Date	Territory
	Huizhou NVC	11	1418587	7 July 2000	6 July 2010	PRC
	Huizhou NVC	9	1578473	28 May 2001	27 May 2011	PRC
	Huizhou NVC	9	3010372	21 October 2005	20 October 2015	PRC
	Huizhou NVC	11	3010373	21 March 2003	20 March 2013	PRC
	Huizhou NVC	11	3141932	21 August 2003	20 August 2013	PRC
	Huizhou NVC	37	3368407	14 September 2004	13 September 2014	PRC
	Huizhou NVC	19	3368409	28 July 2004	27 July 2014	PRC
	Huizhou NVC	9	3530176	14 December 2004	13 December 2014	PRC
	Huizhou NVC	9	3141935	28 May 2003	27 May 2013	PRC
	Huizhou NVC	9	5095450	21 December 2008	20 December 2018	PRC
	Huizhou NVC	11	3053450	7 June 2003	6 June 2013	PRC
	Huizhou NVC	11	3664502	28 March 2005	27 March 2015	PRC
	Huizhou NVC	9	3664503	28 March 2005	27 March 2015	PRC



Trademarks	Proprietor	Class	Registration Number	Registration Date	Expiry Date	Territory
	Huizhou NVC	35	4269352	28 March 2009	27 March 2019	PRC
	Huizhou NVC	37	4269351	7 May 2009	6 May 2019	PRC
	Huizhou NVC	11	3829480	7 March 2009	6 March 2019	PRC
						
	Huizhou NVC	9	1405407	7 June 2000	6 June 2010	PRC
	Huizhou NVC	11	1412506	21 June 2000	20 June 2010	PRC
	Huizhou NVC	11	3010353	14 April 2003	13 April 2013	PRC
	Huizhou NVC	9	3010371	21 February 2003	20 February 2013	PRC
	Huizhou NVC	11	3141933	21 August 2003	20 August 2013	PRC
	Huizhou NVC	9	3141934	28 May 2003	27 May 2013	PRC
	Huizhou NVC	19	3368389	28 July 2004	27 July 2014	PRC
	Huizhou NVC	37	3368401	14 September 2004	13 September 2014	PRC
	Huizhou NVC	35	3368405	14 February 2008	13 February 2018	PRC
	Huizhou NVC	9	5095451	7 May 2009	6 May 2019	PRC
	Huizhou NVC	11	1978369	14 March 2003	13 March 2013	PRC

Trademarks	Proprietor	Class	Registration Number	Registration Date	Expiry Date	Territory
	Huizhou NVC	11	3053449	7 June 2003	6 June 2013	PRC
	Huizhou NVC	37	3732200	14 January 2006	13 January 2016	PRC
	Huizhou NVC	35	3732201	7 February 2006	6 February 2016	PRC
	Huizhou NVC	19	3732202	7 January 2006	6 January 2016	PRC
	Huizhou NVC	11	3732203	28 May 2005	27 May 2015	PRC
	Huizhou NVC	9	3732205	21 September 2005	20 September 2015	PRC
	Huizhou NVC	6	3732209	28 July 2005	27 July 2015	PRC
	Huizhou NVC	11	TM265693	10 August 2007	26 April 2016	Thailand
	Huizhou NVC	11	4-2006-004180	19 February 2007	19 February 2013	Philippine
	Huizhou NVC	11	N/022000	10 August 2006	10 August 2013	Macau
	Huizhou NVC	11	300622043	19 April 2006	18 April 2016	Hong Kong
	Huizhou NVC	11	844599	2 November 2004	2 November 2014	International Registration(*)
	Huizhou NVC	11	IDM000144054	5 November 2007	17 April 2016	Indonesia
	Huizhou NVC	11	1448896	1 May 2006	1 May 2016	India
	Huizhou NVC	11	3051213	24 January 2006	2 November 2010	United States
	Huizhou NVC	11	82088	5 June 2007	1 May 2016	United Arab Emirates

Trademarks	Proprietor	Class	Registration Number	Registration Date	Expiry Date	Territory
	Huizhou NVC	11	844599	3 July 2006	2 November 2014	Korea
	Huizhou NVC	11	06005306	4 October 2007	3 April 2016	Malaysia
	Huizhou NVC	11	06005307	18 Jan 2008	3 April 2016	Malaysia

(ii) As at the Latest Practicable Date, our Group has applied for the registration of the following trademarks which are material in relation to our Group's business:

Trademark	Name of Proprietor	Class	Application Date	Application Number	Territory of Registration
	Huizhou NVC	9	4 December 2003	3829481	PRC
	Huizhou NVC	11	22 November 2004	4374881	PRC
	Shanghai Arcata	9	24 June 2008	6800798	PRC
	Sunny	9	18 August 2008	6903751	PRC
	Huizhou NVC	9	7 August 2009	7603360	PRC
	Huizhou NVC	11	7 August 2009	7601487	PRC
	Huizhou NVC	45	7 August 2009	7603387	PRC
	Huizhou NVC	35	7 August 2009	7603835	PRC
	Huizhou NVC	37	7 August 2009	7603879	PRC
	Huizhou NVC	45	4 January 2010	7968065	PRC
	Huizhou NVC	35	4 January 2010	7967972	PRC
	Huizhou NVC	37	4 January 2010	7967994	PRC
	Huizhou NVC	9	4 January 2010	7968017	PRC

Trademark	Name of Proprietor	Class	Application Date	Application Number	Territory of Registration
	Huizhou NVC	11	4 January 2010	7968035	PRC
	Huizhou NVC	45	4 January 2010	7968057	PRC

Notes:

- Class 6: Common metals and their alloys; metal building materials; metal transportable buildings; metal materials for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; metal pipes and tubes; safes; goods of common metal not included in other classes; ores.
- Class 9: Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus and instruments for conducting, switching, transforming, accumulating, regulating or controlling electricity; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus.
- Class 11: Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.
- Class 19: Building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal.
- Class 35: Advertising; business management; business administration; office functions.
- Class 37: Building construction; repair; installation services.
- Class 45: Legal services; security services for the protection of property and individuals; personal and social services rendered by others to meet the needs of individuals.
- (*) The trademark was registered and maintained under the Madrid Agreement and Protocol, including (i) Designations under the Madrid Agreement: Austria, Belarus, Benelux, Bulgaria, Czech Republic, Democratic People's Republic of Korea, France, Germany, Lesotho, Morocco, Mozambique, Poland, Portugal, Russian Federation, Singapore, Sweden, Turkey, Turkmenistan, United Kingdom, United States of America, Ukraine, Cyprus, Egypt, Croatia, Islamic Republic of Iran, Italy, Kazakhstan, Mongolia, Romania, Uzbekistan, Viet Nam; (ii) Designations under the Madrid Protocol: Australia, Denmark, Finland, Georgia, Greece, Norway, Republic of Korea, Singapore, Sweden, Turkey, Turkmenistan, United Kingdom, United States of America, Ireland, Japan; and (iii) Declaration of intention to use the mark: United Kingdom, Singapore, United States of America.

(b) Patents

- (i) As at the Latest Practicable Date, our Group has obtained registrations of the following patents:

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
Ultrasonic powder-removal device	Sunny	PRC	ZL 200420020409.1	19 February 2004	18 February 2014
Automatic mercury discharge device for circular exhaust decomposer	Sunny	PRC	ZL 200420021692.X	5 April 2004	4 April 2014
Quantitative mercury discharge device	Sunny	PRC	ZL 200410017522.9	5 April 2004	4 April 2014
Automatic tubing device for circular exhaust decomposer	Sunny	PRC	ZL 200420021892.5	6 April 2004	5 April 2014

APPENDIX VI

STATUTORY AND GENERAL INFORMATION

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
A kind of crash-proof automatic tubing method	Sunny	PRC	ZL 200410017604.3	6 April 2004	5 April 2014
Amalgam core exhaust pipe	Sunny	PRC	ZL 200430022579.9	21 May 2004	20 May 2014
A kind of amalgam core	Sunny	PRC	ZL 200420023039.7	21 May 2004	20 May 2014
Duplex zone rotational glass tube bender	Sunny	PRC	ZL 200420037226.0	2 July 2004	1 July 2014
Sealing flame	Sunny	PRC	ZL 200420037229.4	2 July 2004	1 July 2014
Upside 3U bridge automatic tubing device	Sunny	PRC	ZL 200420037228.X	2 July 2004	1 July 2014
Upside 3U bridge automatic turning device	Sunny	PRC	ZL 200420037230.7	2 July 2004	1 July 2014
A kind of integrated levelling and sealing machine	Sunny	PRC	ZL 200420037227.5	2 July 2004	1 July 2014
Automatic bridging device	Sunny	PRC	ZL 200420037454.8	9 July 2004	8 July 2014
Exhaust head sealing device for circular decomposer	Sunny	PRC	ZL 200420086587.4	30 December 2004	29 December 2014
Compact self-ballasted energy-saving lamp	Sunny	PRC	ZL 200520101183.2	25 March 2005	24 March 2015
Vertical moulding machine	Sunny	PRC	ZL 200520101182.8	25 March 2005	24 March 2015
New model of energy-saving fluorescent lamp	Sunny	PRC	ZL 200520101184.7	25 March 2005	24 March 2015
Portable fluorescent powder tester	Sunny	PRC	ZL 200520101793.2	20 April 2005	21 April 2015
A kind of automatic S-shaped light tube bender	Sunny	PRC	ZL 200520013621.X	28 July 2005	27 July 2015
Automatic S-shaped tube bending process and the automatic S-shaped tube bender used in this process	Jiangshan Phoebus	PRC	ZL 200510050899.9	28 July 2005	27 July 2015
Dual-helix lamp	Sunny	PRC	ZL 200530103317.X	26 January 2006	25 January 2016
Energy-saving lamp (LXg-002)	Sunny	PRC	ZL 200630104160.7	28 January 2006	27 January 2016
Energy-saving lamp (LXg-012)	Sunny	PRC	ZL 200630104150.3	28 January 2006	27 January 2016
Energy-saving lamp (LXg-008)	Sunny	PRC	ZL 200630104154.1	28 January 2006	27 January 2016
Energy-saving lamp (LXg-018)	Sunny	PRC	ZL 200630104144.8	28 January 2006	27 January 2016
Energy-saving lamp (LXg-010)	Sunny	PRC	ZL 200630104152.2	28 January 2006	27 January 2016
Energy-saving lamp (LXg-015)	Sunny	PRC	ZL 200630104147.1	28 January 2006	27 January 2016

APPENDIX VI**STATUTORY AND GENERAL INFORMATION**

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
Energy-saving lamp (LXg-005)	Sunny	PRC	ZL 200630104157.5	28 January 2006	27 January 2016
Energy-saving lamp (LXg-006)	Sunny	PRC	ZL 200630104156.0	28 January 2006	27 January 2016
Energy-saving lamp (LXg-016)	Sunny	PRC	ZL 200630104146.7	28 January 2006	27 January 2016
Energy-saving lamp (LXg-006)	Sunny	PRC	ZL 200630104159.4	28 January 2006	27 January 2016
Energy-saving lamp (LXg-013)	Sunny	PRC	ZL 200630104149.0	28 January 2006	27 January 2016
Energy-saving lamp (LXg-011)	Sunny	PRC	ZL 200630104151.8	28 January 2006	27 January 2016
Energy-saving lamp (LXg-001)	Sunny	PRC	ZL 200630104161.1	28 January 2006	27 January 2016
Energy-saving lamp (LXg-014)	Sunny	PRC	ZL 200630104148.6	28 January 2006	27 January 2016
Energy-saving lamp (LXg-004)	Sunny	PRC	ZL 200630104158.X	28 January 2006	27 January 2016
Energy-saving lamp (LXg-017)	Sunny	PRC	ZL 200630104145.2	28 January 2006	27 January 2016
Energy-saving lamp (LXg-007)	Sunny	PRC	ZL 200630104155.6	28 January 2006	27 January 2016
Energy-saving lamp (LXg-009)	Sunny	PRC	ZL 200630104153.7	28 January 2006	27 January 2016
Metal halide lamp (embedded and reversible type)	Huizhou NVC	PRC	ZL 200630052724.7	21 February 2006	20 February 2016
Metal halide lamp (guide tracked)	Huizhou NVC	PRC	ZL 200630052723.2	21 February 2006	20 February 2016
Metal halide lamp (guide tracked)	Huizhou NVC	PRC	ZL 200730310448.4	21 Feb 2006	20 Feb 2016
A kind of energy-saving lamp tube	Sunny	PRC	ZL 200620103379.X	30 April 2006	29 April 2016
A kind of lamp cap with environmental protection and safety functions	Huizhou NVC	PRC	ZL 200620154259.2	30 Nov 2006	29 Nov 2016
A kind of integrated switch socket	Huizhou NVC	PRC	ZL 200620154984.X	14 December 2006	13 December 2016
Panel	Huizhou NVC	PRC	ZL 200630177648.2	14 December 2006	13 December 2016
A kind of amalgam S-shaped small-calibre energy-saving light tube	Sunny	PRC	ZL 200620164690.5	27 December 2006	26 December 2016
A kind of amalgam H-shaped small-calibre energy-saving light tube	Sunny	PRC	ZL 200620164692.4	27 December 2006	26 December 2016
A kind of amalgam straight small-calibre energy-saving light tube	Sunny	PRC	ZL 200620164691.X	27 December 2006	26 December 2016
A kind of amalgam Type-8 small-calibre energy-saving light tube	Sunny	PRC	ZL 200620144472.5	27 December 2006	26 December 2016

APPENDIX VI**STATUTORY AND GENERAL INFORMATION**

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
A kind of amalgam U-shaped small-calibre energy-saving light tube	Sunny	PRC	ZL 200620144469.3	27 December 2006	26 December 2016
A kind of amalgam helical small-calibre energy-saving light tube	Sunny	PRC	ZL 200620164693.9	27 December 2006	26 December 2016
A kind of amalgam Type-II small-calibre energy-saving light tube	Sunny	PRC	ZL 200620144473.X	27 December 2006	26 December 2016
Hanger for vertical tube baking machine	Sunny	PRC	ZL 200620141786.X	30 December 2006	29 December 2016
Station rack equipment for helical light tube	Sunny	PRC	ZL 200720105351.4	2 January 2007	1 January 2017
Helical energy-saving light tube	Sunny	PRC	ZL 200730137926.6	28 March 2007	27 March 2017
A kind of illuminated switch structure	Huizhou NVC	PRC	ZL 200720056420.7	27 August 2007	26 August 2017
A kind of switch socket	Huizhou NVC	PRC	ZL 200720056399.0	27 August 2007	26 August 2017
A kind of electric connector of switch socket	Huizhou NVC	PRC	ZL 200720057102.2	14 September 2007	13 September 2017
Functional parts of sockets (V3)	Huizhou NVC	PRC	ZL 200730310447.X	14 September 2007	13 September 2017
Switch button (EP9)	Huizhou NVC	PRC	ZL 200730310449.9	14 September 2007	13 September 2017
Switch panel (EP9)	Huizhou NVC	PRC	ZL 200730310450.1	14 September 2007	13 September 2017
Switch panel (V3)	Huizhou NVC	PRC	ZL 200730310446.5	14 September 2007	13 September 2017
Switch panel structure	Huizhou NVC	PRC	ZL 200720057350.7	19 September 2007	18 September 2017
A kind of switch panel	Huizhou NVC	PRC	ZL 200720057351.1	19 September 2007	18 September 2017
A kind of push-button switch	Huizhou NVC	PRC	ZL 200720057706.7	26 September 2007	25 September 2017
Switch panel with decorative frame	Huizhou NVC	PRC	ZL 200720057704.8	26 September 2007	25 September 2017
A kind of push-button switch panel structure	Huizhou NVC	PRC	ZL 200720058000.2	30 September 2007	29 September 2017
A kind of push-button switch panel with decorative frame	Huizhou NVC	PRC	ZL 200720058005.5	30 September 2007	29 September 2017
A kind of energy-saving lamp	Huizhou NVC	PRC	ZL 200720058004.0	30 September 2007	29 September 2017
A kind of new switch panel structure	Huizhou NVC	PRC	ZL 200720058001.7	30 September 2007	29 September 2017
A kind of push-button switch panel	Huizhou NVC	PRC	ZL 200720058002.1	30 September 2007	29 September 2017
A kind of switch panel structure	Huizhou NVC	PRC	ZL 200720058003.6	30 September 2007	29 September 2017

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STATUTORY AND GENERAL INFORMATION

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
Push button (K2-1181)	Huizhou NVC	PRC	ZL 200730316200.9	24 October 2007	23 October 2017
Push button (K2-1182)	Huizhou NVC	PRC	ZL 200730316198.5	24 October 2007	23 October 2017
Switch panel (K2118-1)	Huizhou NVC	PRC	ZL 200730316201.3	24 October 2007	23 October 2017
Switch panel (K2118-2)	Huizhou NVC	PRC	ZL 200730316203.2	24 October 2007	23 October 2017
Switch panel (K2118-3)	Huizhou NVC	PRC	ZL 200730316204.7	24 October 2007	23 October 2017
Switch panel (K2156)	Huizhou NVC	PRC	ZL 200730316209.X	24 October 2007	23 October 2017
Switch panel (K2196)	Huizhou NVC	PRC	ZL 200730316212.1	24 October 2007	23 October 2017
Panel (K2-1183)	Huizhou NVC	PRC	ZL 200730316199.X	24 October 2007	23 October 2017
A new model of fluorescent light tube	Sunny	PRC	ZL 200720302895.X	11 December 2007	10 December 2017
A new model of fluorescent light tube	Jiangshan Phoebus	PRC	ZL 200720302895.X	11 December 2007	10 December 2017
Metal halide lamp (horizontal)	Huizhou NVC	PRC	ZL 200730333744.6	17 December 2007	16 December 2017
Metal halide lamp (vertical)	Huizhou NVC	PRC	ZL 200730333745.0	17 December 2007	16 December 2017
Metal halide lamp (horizontal)	Huizhou NVC	PRC	ZL 200730333746.5	17 December 2007	16 December 2017
Dual exhaust stem mercury gun	Sunny	PRC	ZL 200720133696.0	31 December 2007	30 December 2017
New model of nozzle blowing device	Jiangshan Phoebus	PRC	ZL 200720133695.6	31 December 2007	30 December 2017
Dual exhaust stem mercury gun	Jiangshan Phoebus	PRC	ZL 200720133696.0	31 December 2007	30 December 2017
Energy-saving light tube (T5)	Jiangshan Phoebus	PRC	ZL 200730288995.7	31 December 2007	30 December 2017
Energy-saving light tube of U-shaped wire structure	Jiangshan Phoebus	PRC	ZL 200820086871.X	21 May 2008	20 May 2018
Energy-saving light tube of V-shaped wire structure	Jiangshan Phoebus	PRC	ZL 200820086872.4	21 May 2008	20 May 2018
Online integral-type gas discharge lamp dimming control device	Shanghai Arcata	PRC	ZL 200820058896.9	23 May 2008	22 May 2018
Semi-helical electronic energy-saving lamp	Zhejiang NVC	PRC	ZL 200820087827.0	2 June 2008	1 June 2018
Filament preheating control circuit of series-resonant electronic ballast	Shanghai Arcata	PRC	ZL 200820059730.9	13 June 2008	12 June 2018
Fixed welding structure of transformer on PCB	Shanghai Arcata	PRC	ZL 200820150761.5	11 July 2008	10 July 2018

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STATUTORY AND GENERAL INFORMATION

Patent	Name of Proprietor	Place of Registration	Registration Number	Application Date	Expiry Date
Fixed welding structure of power transistor on PCB	Shanghai Arcata	PRC	ZL 200820150762.X	11 July 2008	10 July 2018
A kind of electronic ballast panel	Huizhou NVC	PRC	ZL 200820200449.2	10 September 2008	9 September 2018
Packing box with protective paper support	Huizhou NVC	PRC	ZL 200820202448.1	23 October 2008	22 October 2018
Energy-saving light tube of improved wire structure	Jiangshan Phoebus	PRC	ZL 200820168414.5	17 November 2008	16 November 2018
Energy-saving light tube of new wire structure	Jiangshan Phoebus	PRC	ZL 200820168415.X	17 November 2008	16 November 2018
New model of siphon heater	Jiangshan Phoebus	PRC	ZL 200820167768.8	24 November 2008	23 November 2018
A kind of rotational spotlight	Huizhou NVC	PRC	ZL 200820204468.2	27 November 2008	26 November 2018
A kind of helical clinch device	Jiangshan Phoebus	PRC	ZL 200820169032.4	4 December 2008	3 December 2018

(ii) As at the Latest Practicable Date, our Group has applied for the registrations of the following patents:

Patent Description	Registered Owner	Territory of Registration	Application Number	Application Date
Switch panel (K2196)	Huizhou NVC	PRC	200730316212.1	24 October 2007
Stamping machine tool and the stamping method for processing lamp bracket fixture and lamp plate fixture	Huizhou NVC	PRC	200810198659.7	17 September 2008
Lighting appliance (cylindrical)	Huizhou NVC	PRC	200830220003.1	21 November 2008
Adaptor	Huizhou NVC	PRC	200830224097.X	31 December 2008
Adaptor	Huizhou NVC	PRC	200920049764.4	7 January 2009
Spotlight (TLH300)	Huizhou NVC	PRC	200930067910.1	23 January 2009
Spotlight (TLHE400)	Huizhou NVC	PRC	200930067909.9	23 January 2009
Spotlight (TLH411A)	Huizhou NVC	PRC	200930067908.4	23 January 2009
Spotlight (TDG336&TDG338)	Huizhou NVC	PRC	200930068485.8	15 February 2009
A kind of telescopic lighting appliance	Huizhou NVC	PRC	200910037940.7	13 March 2009
A kind of telescopic lighting appliance	Huizhou NVC	PRC	200920052683.X	13 March 2009
Cylindrical lamp (Linglong Series, waterproof, surface mounted)	Huizhou NVC	PRC	200930075196.0	28 April 2009
Socket panel (A5)	Huizhou NVC	PRC	200930079051.8	3 June 2009
3-position socket panel (K3)	Huizhou NVC	PRC	200930079048.6	3 June 2009
Switch panel (K3)	Huizhou NVC	PRC	200930079050.3	3 June 2009
2-position socket panel (K3)	Huizhou NVC	PRC	200930079049.0	3 June 2009
Switch panel (A5)	Huizhou NVC	PRC	200930079052.2	3 June 2009
A kind of wall lamp mounting bracket	Huizhou NVC	PRC	200920060002.4	3 July 2009
Plastic fluorescent lighting appliance	Huizhou NVC	PRC	200920061393.1	25 July 2009
Energy-saving light tube bracket (T8 to T5)	Huizhou NVC	PRC	200930086588.7	14 August 2009
LED attenuation compensation mechanism and electric circuit	Huizhou NVC	PRC	201010019385.8	13 January 2010
Electric circuit to implement LED attenuation and compensation	Huizhou NVC	PRC	201020026724.0	13 January 2010

Patent Description	Registered Owner	Territory of Registration	Application Number	Application Date
Spotlight (TLHE421S)	Huizhou NVC	PRC	2010301037580	29 January 2010
Spotlight (TLH421)	Huizhou NVC	PRC	2010301037595	29 January 2010
Spotlight (TLH420)	Huizhou NVC	PRC	201030103760.8	29 January 2010

(c) Domain Names

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

Domain Name	Registrant	Term
nvc-lighting.com.cn	Huizhou NVC	From 15 April 1999 to 15 April 2013
nvc-lighting.cn	Huizhou NVC	From 17 March 2003 to 17 March 2013
工程照明.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
戶外照明.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
家居照明.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
雷士.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
商業照明.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
雷士照明.中國	Huizhou NVC	From 22 May 2003 to 22 July 2013
jznvc.com	Zhejiang NVC	From 6 January 2006 to 6 January 2010
arcata-tech.com	Shanghai Arcata	From 7 January 2006 to 7 January 2010
nvc.cc	Huizhou NVC	From 30 March 2006 to 30 March 2011
nvc-lighting.cc	Huizhou NVC	From 30 March 2006 to 30 March 2011
雷士照明.cc	Huizhou NVC	From 30 March 2006 to 30 March 2011
商業照明.cc	Huizhou NVC	From 30 March 2006 to 30 March 2011
雷士.net	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士.網絡	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士光電.cc	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士光電.com	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士照明.net	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士光電.公司	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士光電.網絡	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士光電.net	Huizhou NVC	From 30 March 2007 to 30 March 2012
雷士照明.網絡	Huizhou NVC	From 30 March 2007 to 30 March 2012

C. FURTHER INFORMATION ABOUT OUR DIRECTORS, MANAGEMENT AND STAFF

1. Disclosure of Interests

(a) Interests and short positions of Directors and the chief executive in the Shares, underlying shares or debentures of our Company and its associated corporations.

Immediately following completion of the Global Offering (assuming that Over-allotment Option will not be exercised), based on the information available on the Latest Practicable Date, the interests and short positions of our Directors and chief executive of our Company in our Shares, underlying shares or debentures of our Company or any associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and/or short positions which they are taken or deemed to have under such provisions of the SFO) once the Shares are listed, or which will be required, pursuant to section 347 of the SFO or the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules to be notified to

us and the Hong Kong Stock Exchange or which will be required pursuant to section 352 of the SFO to be entered in the register referred to therein once the Shares are listed, are as follows:

Long positions in our Shares

Name of Director	Capacity / Nature of Interest	Total Number of Shares ⁽⁴⁾	Approximate Percentage of Shareholding Interest immediately after the Global Offering (%) ⁽⁴⁾
Mr. Wu	Interest in a controlled corporation / Long position ⁽¹⁾ and (2)	732,910,000	23.26
Wu Jiannong	Interest in a controlled corporation / Long position ⁽²⁾ and (3)	327,305,000	10.39
Mu Yu.	Long position ⁽²⁾	10,097,000	0.32
Xia Lei.	Long position ⁽²⁾	533,000	0.02
Yan Andrew Y	Long position ⁽²⁾	26,749,000	0.85
Lin Ho-Ping	Long position ⁽²⁾	26,749,000	0.85

Notes:

- (1) Mr. Wu holds the entire share capital of NVC Inc. and therefore, is deemed to be interested in the number of Shares held by NVC Inc.
- (2) This is an interest in pre-IPO share options.
- (3) Mr. Wu Jiannong holds 85% of the issued share capital of Signkey and therefore, is deemed to be interested in the number of Shares held by Signkey.
- (4) The number of Shares and percentage of shareholding are calculated assuming that the share sub-division for the Global Offering has taken place and the Over-allotment Option has not been exercised.

Save as disclosed above, based on the information available on the Latest Practicable Date, immediately following completion of the Global Offering (assuming the Over-allotment Option will not be exercised), none of the Directors or chief executives of our Company has any interest or short position in our Shares, underlying shares or debentures of our Company or any of its associate corporations which will have to be notified to our Company and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of part XV of the SFO (including interests and short positions which he will be taken or deemed to have under 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 as set out in appendix 10 to the Listing Rules relating to securities transactions by Directors to be notified to our Company and the Hong Kong Stock Exchange once our Shares are listed.

(b) Interests and short positions of substantial shareholders in the Shares, underlying shares or debentures of our Company.

So far as our Directors are aware, taking no account of any shares which may be taken up under the Global Offering and on the assumptions that (i) the Over-allotment Option is not exercised, (ii) the options which have been granted under the Pre-IPO Share Option Scheme or which may be granted under the Share Option Scheme are not exercised, and (iii) all outstanding Series A Preference Shares and Series B Preference Shares have been converted to the Shares, the following persons will, immediately following completion of the Global Offering, have interests or short positions in our shares or underlying shares which would fall to be disclosed to us 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.

Name of Director	Capacity / Nature of Interest	Number of Shares Immediately Prior to the Global Offering	Number of Share Immediately After the Global Offering	Approximate Percentage of Shareholding Interest Immediately After the Global Offering (%)
SAIF	Beneficial owner / Long position	681,152,000	681,152,000	23.41
NVC Inc.	Beneficial owner / Long position	650,000,000	650,000,000	22.34
Mr. Wu	Deemed interest, interest in a controlled corporation / Long position ⁽¹⁾	650,000,000	650,000,000	22.34
Signkey.	Beneficial owner / Long position	326,930,000	326,930,000	11.23
Wu Jiannong	Deemed interest, interest in a controlled corporation / Long position ⁽²⁾	326,930,000	326,930,000	11.23

Notes:

(1) Mr. Wu holds the entire share capital of NVC Inc. and therefore, is deemed to be interested in the number of Shares held by NVC Inc.

(2) Mr. Wu Jiannong holds 85% of the issued share capital of Signkey and therefore, is deemed to be interested in the number of Shares held by Signkey.

(c) Interests of the substantial shareholders of any member of our Group (other than our Company).

So far as our Directors are aware, and taking no account of any shares which may be taken up under the Global Offering and assuming no exercise of Over-allotment Option, the following persons will, immediately following the completion of the Global Offering, be 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:

Member of Our Group	Total Registered Capital	Person with 10% or More Interest (other than us)	Percentage of the Substantial Shareholder's Interest
Zhejiang NVC	RMB20,000,000	Zhejiang Tonking ⁽¹⁾	49%

Notes:

(1) Zhejiang Tonking is a wholly-owned subsidiary of Signkey, our substantial shareholder.

2. Service Contracts

Each of Mr. Wu, Mr. Wu Jiannong and Mr. Mu Yu, being all of our executive Directors, has entered into a service contract dated 27 April 2010 with our Company for an initial term of three years commencing from the Listing Date, unless terminated by not less than three calendar months' notice in writing served by either party on the other. The aggregate annual salary of the three executive Directors for the year ending 31 December 2010 shall be no more than RMB5,000,000.

Each of Mr. Xia Lei, Mr. Yan Andrew Y, Mr. Lin Ho-Ping, Ms. Hui Ming Yunn, Stephanie, being our non-executive Directors, has entered into a letter of appointment with our Company on 24 March 2010. Each of Mr. Alan Russell Powrie, Mr. Karel Robert Den Daas and Mr. Wang Jinsui, being our independent non-executive Directors, has entered into a letter of appointment with our Company on 27 April 2010.

Each letter of appointment is for an initial term of three years commencing from the Listing Date. The aggregate annual fees payable to our non-executive and independent non-executive Directors for the year ending 31 December 2010 shall be no more than RMB2,600,000.

3. Directors' Remuneration during the Track Record Period

The aggregate amount of remuneration including fees, salaries, contributions to pension schemes, housing allowances and other allowances and benefits in kind and discretionary bonuses which were paid to our Directors for the years ended 31 December 2007, 2008 and 2009 were approximately RMB1,624,000, RMB1,254,000 and RMB4,584,000, respectively.

Under the arrangements in force, the aggregate of the remuneration and benefits in kind payable to the Directors for the year ending 31 December 2010 is estimated to be no more than RMB7,600,000.

4. Fees or Commissions Received

Save as disclosed in this prospectus, none of the Directors or any of the persons whose names are listed in the paragraph headed "Consents" in this Appendix VI had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group from our Group within the two years preceding the date of this prospectus.

D. Disclaimers

Save as disclosed in this prospectus:

1. none of our Directors or chief executive of our Company has any interests or short positions in the Shares, underlying shares and debentures of our Company or any associated corporation (within the meaning of Part XV of the SFO) which will have to be notified to us and the Hong Kong Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is 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 into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transactions by Directors and Listed Companies to be notified to us and the Hong Kong Stock Exchange, in each case once our Shares are listed;
2. none of the Directors nor any of the parties whose names are listed in the section headed "H. Other Information — 8. Consents" in this appendix has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this prospectus, acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
3. none of the Directors nor any of the parties whose names are listed in the section headed "H. Other Information — 8. Consents" in this appendix is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to our Company's business;
4. save in connection with the Underwriting Agreements, none of the parties listed in the section headed "H. Other Information — 8. Consents" in this appendix:
 - (i) is interested legally or beneficially in any securities of any member of the Group; or
 - (ii) has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group;
5. none of the equity and debt securities of our Company is listed or dealt with in any other stock exchange nor is any listing or permission to deal being or proposed to be sought from any other stock exchange;
6. we have no outstanding convertible debt securities;
7. within the two years preceding the date of this prospectus, no commission has been paid or payable (except commissions to the Underwriters) for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any shares in our Company; and

8. no amount or securities or benefit has been paid or allotted or given within the two years preceding the date of this prospectus to any of our promoters nor is any such securities or amount or benefit intended to be paid or allotted or given.

E. Mr. Wu's Undertaking of Transferring Common Shares to the Management

According to the share subscription agreement dated 1 August 2006, Mr. Wu undertook to transfer 28,000 common shares of US\$0.0001 each of the Company owned directly or indirectly by him to members of the senior management team of the Company or Huizhou NVC at such times and on such terms and conditions as determined by a majority of the Board. Both SAIF and GS acknowledged and agreed that such transfers shall be exempted from the right of first refusal and the co-sale right provided under the amended and restated shareholders agreement dated 29 August 2008 between our Company, SAIF, Mr. Wu and GS and a waiver letter dated 9 April 2010. This undertaking is not subject to the provisions of Chapter 17 of the Listing Rules. Mr. Wu made this undertaking for the purpose of attracting and retaining skilled and experience personnel, incentivizing them to remain with the Company, and motivating them to strive for the future development and expansion of the businesses of the Group.

On 1 March 2007, NVC Inc. and Mr. Yin Kang entered into a stock option agreement, according to which NVC Inc. granted Mr. Yin Kang the option to purchase 1,409 common shares of US\$0.0001 each of the Company from NVC Inc. The exercise price shall be the same as the exercise price of Mr. Yin Kang's option under the Pre-IPO Share Option Scheme, i.e. HK\$0.75. Mr. Yin Kang may exercise the option in ten years from the date of execution of this stock option agreement. If Mr. Yin Kang's employment with the Company is terminated due to his fault, the option granted to him shall lapse and not be exercisable, to the extent not already exercised, immediately upon the termination of the employment. As at the date of this prospectus, Mr. Yin Kang has not exercised his option.

On 14 August 2008, the Company, World Through, Signkey and Mr. Wu Jiannong (the then majority shareholder of Signkey) entered into a share purchase agreement (the "**SPA**") pursuant to which the Company acquired World Through from Signkey (the "**Acquisition**"). Under the SPA, the Company agreed to spin off, after the completion of the Acquisition, all the assets acquired under the SPA from Signkey (other than Sunny, Jiangshan Phoebus and Zhangpu Phoebus) and transferred such assets to Zhejiang Tonking, a company controlled by Mr. Wu Jiannong (the "**Spin-off**"). For details of assets under the Spin-off, see "Our History and Structure — Development of Our Business — (6) Acquisition of World Through". Notwithstanding that the Spin-off was completed on 29 August 2008, it was brought to the attention of our Board in January 2010 that Mr. Wu Jiannong and our Company shared different understanding as to the scope of assets that were subject to the Spin-off. Although we believe Mr. Wu Jiannong had no grounds for his understanding, with a view to resolving such misunderstanding, on 21 February 2010, our Company, World Through, Signkey and Mr. Wu Jiannong entered into a supplementary agreement to the SPA, pursuant to which, among other things, (i) Mr. Wu Jiannong and Signkey have unconditionally waived any objection they may have arising from the SPA and have undertaken not to raise any claim, or initiate any lawsuit or arbitration against us in connection with the SPA in any jurisdiction; (ii) NVC Inc., a company wholly owned by Mr. Wu (our chairman and president), agreed to sell to Mr. Wu Jiannong, for nominal consideration, an option to purchase from NVC Inc. 6,391 common shares at US\$0.0001 each in the Company, representing approximately 0.29% of the then issued share capital of the Company, as a consideration for Mr. Wu Jiannong's agreement to this arrangement; and (iii) Mr. Wu Jiannong and Signkey have confirmed that the Acquisition was completed on 29 August 2008 and that since such date, the Company has been the legal shareholder of a 100% interest in World Through. Having made due and careful inquiries, our Directors are of the view that the misunderstanding and the arrangement stated above have not affected, and will not affect the Acquisition completed on 29 August 2008.

On 24 March 2010, NVC Inc. granted the following persons options to purchase the following number of common shares of US\$0.0000001 each in the Company from NVC Inc.

No.	Name of the Grantee	Relationship with Our Group	Number of Shares Granted	Exercise Price	Date of Expiration	Remark
1	Zhou Xiang 周祥	general manager of the research and development centre in Shanghai	6,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
2	Qian Genyue 錢根躍	chief engineer of the research and development centre in Shanghai	4,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
3	Jiang Jianming 姜建明 . . .	general manager of Sunny	4,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
4	Zhan Renyan 占仁燕	general manager of Zhejiang NVC	2,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
5	Xu Shuisheng 徐水升	vice president of Sunny in charge of technology	1,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
6	Qiao Jianping 喬建平	vice president of Sunny in charge of sales	1,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
7	La Anguo 喇安國	general manager of Shanghai Arcata	2,000,000	50% discount to the Offer Price	1 January 2017	authorised to exercise 20% of the options per year starting from the second year after the date of grant
8	Wu Jiannong 吳建農	executive Director	6,391,000	HK\$0.00078	1 January 2017	authorised to exercise 100% of the options immediately
9	Wang Hui 王暉	managing director of Ascend Capital Partners(i)	200,000	50% discount to the Offer Price	1 January 2017	shall exercise 100% of the options on or before 31 December 2010
TOTAL			26,591,000			

Notes:

(i): Ascend Capital Partners is a financial advisory firm who provides us with various investment consultant services.

F. PRE-IPO SHARE OPTION SCHEME

Summary of Principal Terms

The following is a summary of the principal terms of the Pre-IPO Share Option Scheme approved by the Board on 15 October 2006 and amended on 23 December 2009 and 24 March 2010:

1. The purpose of the Pre-IPO Share Option Scheme is to assist the Company in attracting, retaining and motivating key employees, Directors, consultants and strategic suppliers by granting to them options to purchase the Shares.

2. Unless terminated in accordance with its provisions, this Pre-IPO Share Option Scheme is valid and effective for the period of time commencing on the 15 October 2006 and expiring on the day immediately prior to the earlier of (i) the date on which dealings commence in the Shares on the Stock Exchange, and (ii) the date on which is 10 years after the 15 October 2006, after which period no further options will be granted under this Pre-IPO Share Option Scheme, but the provisions of this Pre-IPO Share Option Scheme must in all other respects remain in full force and effect and options granted under this Pre-IPO Share Option Scheme during its life may continue to be exercisable in accordance with this Pre-IPO Share Option Scheme and their terms of issue.
3. Unless delegated in accordance with its provisions, this Pre-IPO Share Option Scheme is administered by the Board and the Board has the sole and complete authority, in its discretion, to:
 - (a) determine the individuals (from among the eligible persons) to whom options under this Pre-IPO Share Option Scheme may be granted;
 - (b) grant options under this Pre-IPO Share Option Scheme in such amounts and, subject to the provisions of this Pre-IPO Share Option Scheme, on such terms and conditions as it shall determine;
 - (c) interpret this Pre-IPO Share Option Scheme and adopt, amend and rescind administrative guidelines and other rules and regulations for carrying out the purposes, provisions and administration of this Pre-IPO Share Option Scheme; and
 - (d) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Pre-IPO Share Option Scheme.

The Board's determinations and actions within its authority under this Pre-IPO Share Option Scheme shall be conclusive and binding on the Company and all other persons.

4. To the extent permitted by applicable law or as otherwise necessary to comply with the Listing Rules, the Board may from time to time delegate to a committee (the "**Committee**") of the Board all or any of the powers conferred on the Board under the Pre-IPO Share Option Scheme. In such event, the Committee must exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Pre-IPO Share Option Scheme in this context is final and conclusive.
5. Any (a) full time employee of the Company or an affiliate of the Company who has executed an employment agreement with the Company or its affiliate on terms approved by the Board, completed his or her probationary period, and who is not disabled, (b) Director who is not disabled, and (c) part-time employee, consultant or strategic supplier to the Company or its affiliate who has executed an employment agreement, consultancy agreement or supplier agreement with the Company on terms approved by the Board and who is, if a natural person, not disabled, is an eligible person to participate in this Pre-IPO Share Option Scheme, provided that no person shall be an eligible person for purposes of this Pre-IPO Share Option Scheme. Eligibility to participate does not confer upon any eligible person any right to be granted the options pursuant to the Pre-IPO Share Option Scheme. The extent to which any eligible person is entitled to be granted options pursuant to the Pre-IPO Share Option Scheme is determined in the sole and absolute discretion of the Board, provided, however, that the number of Shares issued to or reserved for issuance to any one person pursuant to the options and pursuant to other stock option plans or share compensation arrangements shall not exceed 3% of the number of Shares outstanding on a fully-diluted basis including those Shares of the Company which are issuable upon the exercise or conversion of outstanding securities of the Company, including the options previously granted under this Pre-IPO Share Option Scheme and any options granted under other stock options, stock option plans or other share compensation arrangements which the Company may issue or establish in addition to the Pre-IPO Share Option Scheme.

6. According to the Pre-IPO Share Option Scheme adopted on 15 October 2006 as amended on 23 December 2009 and 24 March 2010, the aggregate number of Shares that may be issued pursuant to the Pre-IPO Share Option Scheme must not exceed 192,259,000 Shares (assuming share split for the Global Offering having taken place). On 24 March 2010, we decided to increase the maximum number of Shares that may be issued pursuant to the Pre-IPO Share Option Scheme by 48,170,000 Shares. As at the Latest Practicable Date, options to subscribe for an aggregate of 240,429,000 Shares. An option shall not be granted if it would have the effect of causing the total number of Shares subject to options granted under this Pre-IPO Share Option Scheme to exceed the total number of Shares reserved for issuance pursuant to the exercise of options granted under this Pre-IPO Share Option Scheme.

If, for any reason, any Shares subject to issuance by exercising options under this Pre-IPO Share Option Scheme are not issued or are re-acquired by the Company, for reasons including, but not limited to, a termination or expiration or cancellation (with the consent of the grantee) of an option under this Pre-IPO Share Option Scheme, such Shares shall again become available for grant under this Pre-IPO Share Option Scheme.

7. Unless any accelerating event happens and results in the acceleration of the right and obligation to exercise options granted under this Pre-IPO Share Option Scheme, any options granted under this Pre-IPO Share Option Scheme may only be exercised during the lifetime of the grantee by such grantee personally and no assignment or transfer of such options whether voluntary, involuntary, by operation of law or otherwise, shall vest any interest or right in such options whatsoever in any assignee or transferee, and immediately upon any assignment or transfer, or any attempt to make the same, such options shall terminate and be of no further force or effect provided that, notwithstanding the foregoing, (a) such options may be transferred by a grantee to one or more of its affiliates for so long as and only for so long as any such entity remains an affiliate of the grantee, and (b) upon the death of a grantee, the executor or administrator of the grantee's estate may exercise the grantee's options in an accelerating manner described below.
8. This Pre-IPO Share Option Scheme shall terminate on 15 October 2016. The Company may amend or terminate this Pre-IPO Share Option Scheme at any time in the discretion of the Board. The termination of the Pre-IPO Share Option Scheme shall have no effect on outstanding options granted under this Pre-IPO Share Option Scheme. Any such outstanding options shall continue in effect in accordance with their terms and conditions and the terms and conditions of the Pre-IPO Share Option Scheme.
9. The Board shall be entitled at any time during the life of the Pre-IPO Share Option Scheme subject to the provisions of this Pre-IPO Share Option Scheme and such other terms and conditions as the Board may prescribe, to grant options to any eligible persons.
10. The per share purchase price of Shares purchasable under any option granted under this Pre-IPO Share Option Scheme by the grantees is set out in the table below.
11. Subject to any accelerated termination as set forth in this Pre-IPO Share Option Scheme, each option granted under this Pre-IPO Share Option Scheme shall expire on the date specified by the Board, provided that the period of time during which an option granted under this Pre-IPO Share Option Scheme may be exercised must not exceed 10 years from its date of its grant in any event.
12. Options granted to grantees pursuant to this Pre-IPO Share Option Scheme shall vest immediately or at the rate no more than 25% of each such grant for each year measured from the date which the grantees can exercise options granted to them. Options granted under the Pre-IPO Share Option Scheme shall only be fully vested to the extent and at the time at which such condition has been satisfied in full. In the event that any of the grantees is no longer employed by any of the Company or an affiliate of the Company without cause, not including death or disability, any unvested options held by such participant shall be forfeited.

The grantees may not exercise the options that have been granted to him/her (i) from the date on which the listing committee hearing is convened to the end of the stabilisation period referred to in this

prospectus, or (ii) during any period after the Global Offering if such exercise by him or her would render the public float of the Company falling below 25%, or any other minimum public float percentage as prescribed under the Listing Rules.

The grantees may only exercise the options granted under this Pre-IPO Share Option Scheme once from the date of submission of the listing application form (Form A1) to the Hong Kong Stock Exchange to the date on which the price range in respect of the listing of the common shares on the Hong Kong Stock Exchange is determined on the condition that the total number of options granted under this Pre-IPO Share Option Scheme exercised during such period by a particular grantee shall be on a pro-rata basis to be determined by the Board with reference to the number of the existing common shares to be offered pursuant to the Global Offering.

13. The exercise of options granted under this Pre-IPO Share Option Scheme shall be effected by delivery by the grantee to the Company of (i) payment in full of the exercise price for the Shares to be purchased, and (ii) a fully executed counterpart of the exercise notice in the form as set out in this Pre-IPO Share Option Scheme. The exercise price shall be fully paid by means of any lawful consideration as might be specified from time to time by the Board, including without limitation, one or a combination of the following methods:
 - (a) services rendered by the recipient of such grant of option;
 - (b) cash, cheque payable to the order of the Company, or electronic funds transfer;
 - (c) notice and third party payment in such manner as may be authorized by the Board;
 - (d) the delivery of previously owned Shares;
 - (e) by a reduction in the number of Shares otherwise deliverable pursuant to the grant of option; or
 - (f) subject to such procedures as the Board may adopt, pursuant to a "cashless exercise" with a third party who provides financing for the purposes of (or who otherwise facilitates) the purchase or exercise of the option.
14. In no event shall any Shares newly-issued by the Company be issued for less than the minimum lawful consideration for such Shares or for consideration other than consideration permitted by applicable law. In the event that the Board allows a grantee to exercise an option granted under this Pre-IPO Share Option Scheme by delivering Shares previously owned by such grantee and unless otherwise expressly provided by the Board, any Shares delivered which were initially acquired by the grantee from the Company (upon exercise of a share option or otherwise) must have been owned by the grantee at least six months as at the date of delivery. The Company will not be obligated to deliver any Shares unless and until it receives full payment of the exercise or purchase price therefore and any related withholding obligations and any other conditions to exercise or purchase have been satisfied. Unless otherwise expressly provided, the Board may at any time eliminate or limit a grantee's ability to pay the purchase or exercise price of any option granted under this Pre-IPO Share Option Scheme by any method other than cash payment to the Company. The Board may take all actions necessary to alter the method of option exercise and the exchange and transmittal of proceeds with respect to grantees resident in the PRC not having permanent residence in a country other than the PRC in order to comply with applicable PRC foreign exchange and tax regulations.
15. The occurrence of any of the following events will result in the acceleration of the right and obligation to exercise options granted under this Pre-IPO Share Option Scheme. If (a) an grantee dies or becomes disabled while an employee or director of the Company or an affiliate of the Company, (b) an grantee's employment agreement, if an employee or a director, terminates due to retirement, a termination by the Company, or a voluntary termination by the grantee, or (c) the grantee is a consultant or supplier to the Company or an affiliate of the Company and the consulting agreement or supply agreement of such grantee terminates or is terminated for any reason (each, an "**Accelerating Event**"), the executor or administrator of the grantee's estate or the grantee, as the case may be, shall have the right to exercise any options of the grantee to the extent that the options granted under this Pre-IPO Share Option

Scheme are exercisable at the date of such Accelerating Event within ninety (90) days from the Accelerating Event. Any options granted under this Pre-IPO Share Option Scheme held by the grantee which were not exercisable at the date of the Accelerating Event shall immediately terminate on such date.

16. Where a grantee's employment with the Company or an affiliate of the Company is terminated for cause by the Company or such affiliate, or by a voluntary termination in circumstances where the Company or the affiliate of the Company had the right to terminate such employment for cause, any options held by the grantee granted under this Pre-IPO Share Option Scheme, whether or not such options are vested and exercisable in whole or in part at the date of such termination, shall immediately terminate on such date and may not be exercised by the grantee at any time after such date.
17. Subject to the restrictions on vesting set out above, the Board may, in its discretion, at any time, permit the exercise of any or all options held by the grantee under this Pre-IPO Share Option Scheme in the manner and on the terms authorized by the Board, provided that the Board shall not, in any case, authorize the exercise of an option granted under this Pre-IPO Share Option Scheme beyond the expiration of the exercise period of the particular option.
18. In the event of a change of control of the Company, any option granted under this Pre-IPO Share Option Scheme which is not by its terms exercisable shall be deemed to have become exercisable immediately prior to such change of control, on such terms and within such periods as the Board may determine in its sole discretion, provided that the option granted under this Pre-IPO Share Option Scheme shall not become immediately exercisable on an accelerated basis if and to the extent: (i) the option is to be assumed by the successor person (or parent thereof) or otherwise is to be continued in full force and effect pursuant to the terms of the change in control transaction, (ii) the option is to be replaced with a cash incentive program of any successor person (or parent thereof) which preserves the spread existing on the unvested options at the time of the change in control and provides for subsequent payout of that spread no later than the time grantee would exercise those unvested options, or (iii) the acceleration of the vesting of such option is subject to other limitations imposed by the Board.
19. Each grantee shall, when requested to do so by the Company, sign and deliver all such documents relating to the granting or exercise of options granted under this Pre-IPO Share Option Scheme deemed necessary or desirable by the Company.
20. The existence of any options granted under this Pre-IPO Share Option Scheme shall not affect in any way the right or power of the Company or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganisation or any other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company, to create or issue any bonds, debentures, Shares, other classes of common or preference shares or other securities of the Company or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action would have an adverse effect on the Pre-IPO Share Option Scheme or any option granted under it.
21. Should the Company effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend which is in lieu of a cash dividend), or should any other change be made in the capitalization of the Company which, in the opinion of the Board, would warrant the replacement of any existing options granted under this Pre-IPO Share Option Scheme in order to adjust (a) the number of Shares which may be acquired on the exercise of any outstanding options granted under this Pre-IPO Share Option Scheme, or (b) the exercise price of any outstanding options granted under this Pre-IPO Share Option Scheme in order to preserve proportionately the rights and obligations of the grantees, the Board shall authorize such steps to be taken as may be equitable and appropriate to that end.

22. In the event of an amalgamation, combination, merger or other reorganization involving the Company, by exchange of Shares, by sale or lease of assets, or otherwise, which, in the opinion of the Board, warrants the replacement of any existing options granted under this Pre-IPO Share Option Scheme in order to adjust (a) the number of Shares which may be acquired on the exercise of any outstanding options granted under this Pre-IPO Share Option Scheme, or (b) the exercise price of any outstanding options granted under this Pre-IPO Share Option Scheme in order to preserve proportionately the rights and obligations of the grantees, the Board shall authorize such steps to be taken as may be equitable and appropriate to that end.
23. Where the Board determines that the steps provided above in reaction to the reorganisation of the Company's capital or other events affecting the company, would not preserve proportionately the rights and obligations of the grantees in the circumstances or otherwise determines that it is appropriate, the Board may permit the immediate exercise of any outstanding options granted under this Pre-IPO Share Option Scheme which are not otherwise exercisable.
24. Neither the issue by the Company of shares of any class or securities convertible into shares of any class, nor the conversion of such shares or securities, shall affect, and no adjustment by reason thereof shall be made with respect to (a) the number of Shares which may be acquired on the exercise of any outstanding options granted under this Pre-IPO Share Option Scheme or (b) the exercise price of any outstanding options granted under this Pre-IPO Share Option Scheme.
25. No fractional Shares shall be issued on the exercise of an option granted under this Pre-IPO Share Option Scheme. Accordingly, if, as a result of any adjustment, a grantee would become entitled to a fractional Share, the grantee shall have the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares so disregarded.
26. The Company must not be obligated to grant any options, issue any Shares on the exercise of an option, make any payments or take any other action pursuant to this Pre-IPO Share Option Scheme if, in the opinion of the Board exercising its discretion, such action would conflict or be inconsistent with any applicable law or regulation of any governmental agency having jurisdiction, and the Board reserves the right to refuse to take such action for so long as such conflict or inconsistency remains outstanding. The Board shall make reasonable efforts to resolve or remove such conflict or inconsistency. If such conflict or inconsistency remains outstanding for more than 12 months after the date of exercise of an option granted under this Pre-IPO Share Option Scheme, the Board shall take such steps to provide the grantee or grantee, as the case may be, with compensation which is equitable and appropriate in the circumstances, in which case the actions taken by the Company in consequence of such determination shall be deemed to have satisfied the Company's obligations that would otherwise have existed.
27. This Pre-IPO Share Option Scheme shall be registered with relevant government authorities of the PRC, including the local taxation authorities and the State Administration of Foreign Exchange at local level.
28. Any grantee who holds an option granted under this Pre-IPO Share Option Scheme is not by reason thereof a shareholder of the Company and shall only be treated as, and have the rights of, a shareholder of the Company if and so long as they hold any Shares.
29. The Board shall maintain a share register in respect of the ownership of all Shares purchased by any grantee and shall record therein the name and address of, and the number of Shares owned by, each grantee and all transfers of Shares.
30. Nothing in this Pre-IPO Share Option Scheme or any option granted pursuant to this Pre-IPO Share Option Scheme shall confer upon a grantee who is an employee any right to continue in the employment of the Company or any affiliate of the Company or affect in any way the right of the Company or any affiliate of the Company to at any time terminate his or her employment or be deemed or construed to constitute an agreement or an expression of intent, on the part of the Company or any affiliate of the Company to extend employment of any grantee beyond the time which he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Company.

or any affiliate of the Company or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment. Similarly, nothing in this Pre-IPO Share Option Scheme or any option granted pursuant to this Pre-IPO Share Option Scheme, shall in any way affect the ability of the Company or any affiliate of a Company to terminate any consulting agreement or supplier agreement with any eligible person or grantee which is a consultant or supplier.

31. No grantee shall create or permit to exist any encumbrances upon, in or against, any options or the shares issued under the options held by the grantee or any rights or benefits of the grantee under this Pre-IPO Share Option Scheme or under any present or future share purchase plan or share option plan of the Company.
32. The exercise of each option granted under this Pre-IPO Share Option Scheme shall be subject to the condition that, if at any time, the Board shall determine in its discretion that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such exercise, such exercise shall not be effective unless such withholding has been effected to the satisfaction of the Board. In such circumstances, the Board may require a grantee to pay to the Company, in addition to and in the same manner as the exercise price for the Shares, such amount as the Company is obliged to remit to the relevant taxing authority in respect of the exercise of the option granted under this Pre-IPO Share Option Scheme. Alternatively, the Board may direct the Company or the relevant affiliate of the Company, if the grantee is an employee or Director, to withhold the appropriate amount of tax from the grantee's salary or director's fees. Any such additional payment shall be due no later than the date as at which any amount with respect to the option exercised first becomes includable in the gross income of the grantee for tax purposes.
33. Every Director shall at all times be indemnified and held harmless by the Company from and against all costs, charges and expenses whatsoever including any income tax liability arising from any such indemnification, which such Director may sustain or incur by reason of any action, suit or proceeding, taken or threatened against the Director, otherwise than by the Company, for or in respect of any act done or omitted by the Director in respect of this Pre-IPO Share Option Scheme, such costs, charges and expenses to include any amount paid to settle such action, suit or proceeding or in satisfaction of any judgement rendered therein.
34. This Pre-IPO Share Option Scheme shall become effective on 15 October 2006.
35. This Pre-IPO Share Option Scheme is created under and shall be governed, construed and administered in accordance with the laws of Hong Kong.

Outstanding Options Granted under the Pre-IPO Share Option Scheme

As at the date of this prospectus, the total number of Shares which may be issued upon the exercise of all options granted under the Pre-IPO Share Option Scheme is 240,429,000 Shares (assuming the share sub-division for the Global Offering having taken place). Such options if exercised in full will represent approximately 7.63% of the enlarged issued share capital of our Company immediately after completion of the Global Offering (assuming the share sub-division for the Global Offering having taken place and no exercise of the Over-allotment Option). Particulars of the outstanding options conditionally granted under the Pre-IPO Share Option Scheme to the participants are set out below.

No.	Name of the Grantee	Date of Joining Our Group and Relationship with Our Group	Residential Address	Exercise Price (HK\$)	Date of Grant	Date of Expiration	Number of Shares to be Issued Subject to Option	Approximate Percentage of the Shareholding upon the Full Exercise of the Option ⁽¹⁾
<i>Directors / Others</i>								
1	Wu Changjiang 吳長江	December 1998 chairman, chief executive officer and executive Director	Room 2301 No. 7, Huisha Bank, Huicheng District, Huizhou City, Guangdong Province, PRC	0.31 Offer Price	15 October 2006 24 March 2010	15 October 2016 24 March 2015	52,434,000 30,476,000	1.66% 0.97%
2	Wu Jiannong 吳建農	August 2008 executive Director	No.25, Luxi Villa Jiangshan City, Zhejiang Province, PRC	0.40	24 March 2010	24 March 2020	375,000	0.01%
3	Mu Yu 穆宇	June 1998 executive Director, vice president	No. 6-19, Beijing Road, Honghuaguang District, Zunyi City, Guizhou Province, PRC	0.40 Offer price	1 January 2007 24 March 2010	1 January 2017 24 March 2016	10,000,000 97,000	0.32% 0.00%
4	Xia Lei 夏雷	October 2006 non-executive Director	Room 701, No.2 Block, No. 102 Building, Beijing Olympic Garden, Beijing, PRC	Offer Price	24 March 2010	24 March 2015	533,000	0.02%
5	Yan Andrew Y 閻焱	October 2006 non-executive Director	Block 9, 39 Deep Water Bay Road, Deep Water Bay, Hong Kong	0.31 Offer Price	15 October 2006 24 March 2010	15 October 2016 24 March 2015	26,217,000 532,000	0.83% 0.02%
6	Lin Ho-Ping 林和平	October 2006 non-executive Director	Flat B, 2/F, Tower 2, Pacific Palisades, 1 Braemar Hill Road, North Point, Hong Kong	0.31 Offer price	15 October 2006 24 March 2010	15 October 2016 24 March 2015	26,217,000 532,000	0.83% 0.02%
7	GS*	August 2008 Shareholder	1209 Orange Street Wilmington New Castle County 19801 Delaware	Offer Price	24 March 2010	24 March 2015	500,000	0.02%
Subtotal							147,913,000	4.69%
<i>Employees and Others</i>								
8	Zhang Qingyu 張清宇	January 2007 vice president	Room 403, No. 1155- 7, Yu Yuan Road, Shanghai, PRC	0.75	15 January 2007	15 January 2017	12,000,000	0.38%
9	Yin Kang 殷慷	March 2007 senior vice president	Room 602, No. 99- 12, Nan Dan East Road, Xuhui District, Shanghai, PRC	0.75	1 March 2007	1 March 2017	10,591,000	0.34%
10	Wang Shaoling 王邵靈	August 2006 general manager	Room 362, Building 308, No. 91 East Lake Fifth Street, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	10,000,000	0.32%
11	Tan Ying 談鷹	October 2006 vice president and chief financial officer	12A, Tower 6, One Silver Sea, Hoi Fai Road 18, Tai Kok Tsui Kowloon, HK	0.40	1 January 2007	1 January 2017	10,000,000	0.32%

Note:

*GS is a Shareholder and nominated Ms. Hui Ming Yunn, Stephanie as a Director.

No.	Name of the Grantee	Date of Joining Our Group and Relationship with Our Group	Residential Address	Exercise Price (HK\$)	Date of Grant	Date of Expiration	Number of Shares to be Issued Subject to Option	Approximate Percentage of the Shareholding upon the Full Exercise of the Option ⁽¹⁾
12	Wang Minghua 王明華	January 2006 vice president	Room 7D, Building A, Ling Hao Community, East Lake Garden, Huicheng District, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	7,500,000	0.24%
13	Wu Changyong 吳長勇	January 2006 general manager responsible for procurement and logistics management	Room 13C, Building B, Yi Jing Yuan, Golden World Garden, No. 28 Jiang Bei Yun Shan East Road, Huicheng District, Huizhou City, PRC	0.40	1 January 2007	1 January 2017	7,500,000	0.24%
14	Yang Wenbiao 楊文彪	September 2002 Director of the key accounts department of Huizhou NVC	Room 802, Unit 1, No. 3, Gaobang Villa, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	7,500,000	0.24%
15	Xiong Dayong 熊大勇	August 2003 General manager of Chongqing Enlin	Room 1102, Unit E, Di Yi Xuan, Jiang Bei Di Jing Bay, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	2,000,000	0.06%
16	Shi Yongjun 石勇軍	April 2002 Director of the brand management centre of Huizhou NVC	Room 510-310D, No. 5 East Lake Garden, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	1,800,000	0.06%
17	Pei Jinhua 裴金華	January 2002 Director of the president supporting office of Huizhou NVC	Room 22B, Tian Yu Ge, 3 Xin An Road, Huicheng District, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	1,500,000	0.05%
18	Rao Xiaolian 饒小蓮	August 2006 Administrative director of Huizhou NVC	Room 802, Yun Chang Ge, 19 Garden Road, Huicheng District, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	1,500,000	0.05%
19	Zhou Senlin 周森林	May 2006 Director of procurement department of Huizhou NVC	Room 901, Unit 2, Yun Heng Jia Yuan, No. 87 Huizhou Street Jiangbei Sect, Huicheng District, Huizhou City, PRC	0.40	1 January 2007	1 January 2017	1,500,000	0.05%
20	Zhao Baoyu 張保宇	November 2002 Director of rights protection office of Huizhou NVC	Room 203, Unit 1, Building Eight, Tranche 2, Chang Hu Yuan, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	1,000,000	0.03%
21	Zhou Haifeng 周海峰	July 2001 Sales director of Huizhou NVC	Room 4B2, Feng Hua Shi Jia Feng Cai Ke, Yan Da Yi Lu, Huizhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	1,000,000	0.03%
22	Guo Zhaofen 郭兆芬	October 2002 Financial Director of Huizhou NVC	Room 6B, Unit A, Golden World Garden Cui Jing Yuan, No. 28 Jiang Bei Yun Shan East Road, Huicheng District, Huizhou City, Guangdong Province, PRC	0.40 Offer Price	1 January 2007 24 March 2010	1 January 2017 24 March 2015	1,000,000 500,000	0.03% 0.02%

No.	Name of the Grantee	Date of Joining Our Group and Relationship with Our Group	Residential Address	Exercise Price (HK\$)	Date of Grant	Date of Expiration	Number of Shares to be Issued Subject to Option	Approximate Percentage of the Shareholding upon the Full Exercise of the Option ⁽¹⁾
23	Zhang Siyuan 張思源	September 2006 General manager of Chongqing NVC (left the Group in 2009)	Room 1302, Hua Jing Yuan, Hua Qiao Cheng, Shiqiao County, Panyu District, Guangzhou City, Guangdong Province, PRC	0.40	1 January 2007	1 January 2017	625,000	0.02%
24	Yu Jing 余鏡	December 2004 Human resources director of Huizhou NVC	No. 2, Qiye Road, Yuexiu District, Guangzhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.03%
25	Xu Tianzhu 徐天柱	November 1999 Overseas sales director of Huizhou NVC	Room 12D, Jin Ding Ge, Jin Cheng Plaza, No. 8 Huizhou Street, Huicheng District, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.03%
26	Liu Shuanglong 劉雙龍	June 1999 Research and development director of Huizhou NVC	Room 19D, Building 19, Jiang Bei Li Ri Bai He Jia Yuan, Huicheng District, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.03%
27	Duan Haiqiong 段海瓊	August 2004 Director of quality control centre of Huizhou NVC	Room 1106, Building 2, TCL Ya Yuan, Jiang Bei Yun Shan, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.04%
28	Zhang Xiao 張曉	May 2000 Director of products centre of Huizhou NVC	Room 9F, Shi Ji Ge, Hao Li Plaza, Yan Da Yi Lu, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.04%
29	Lai Liangquan 賴亮全	July 2007 Financial manager of the Group	Room 1044, Building 613, No. 93 East Lake Sixth Street, Huicheng District, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
30	Shen Menghong 沈孟紅	June 1998 Financial director of Sunny	No. 79, Hu Pan Villa, Jiangshan City, Zhejiang Province, PRC	Offer Price	24 March 2010	24 March 2016	1,000,000	0.04%
31	Liu Zhenju 劉珍菊	March 1995 President assistant of Sunny	No. 202 Zhuangyuan Tunnel, Jiangshan City, Zhejiang Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
32	Cai Zhenglong 蔡正龍	April 2006 President assistant of Sunny	Room 803, Unit 2, Building 17, Feng Ming Yuan, Jiangshan City, Zhejiang Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
33	Shao Guangsheng 邵光聖	May 2000 Director of quality control centre of Sunny	Room 414, Unit 7, Building 21, Vanilla Apartment, Hu Shan Cheng, Jiangshan City, Zhejiang Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
34	Kevin J Yang	June 2005 Technical products sales director for the North America market	25618 Bani Ave., Lomita, CA 90717, USA	Offer Price	24 March 2010	24 March 2016	1,000,000	0.04%

No.	Name of the Grantee	Date of Joining Our Group and Relationship with Our Group	Residential Address	Exercise Price (HK\$)	Date of Grant	Date of Expiration	Number of Shares to be Issued Subject to Option	Approximate Percentage of the Shareholding upon the Full Exercise of the Option ⁽ⁱ⁾
35	Guo Yuntao 郭雲濤	June 2009 Director of key projects department of Huizhou NVC	Room 214, Building 611, Sixth Trache, East Lake Garden, Huizhou NVC, Guangdong Province, PRC	Offer Price	24 March 2010	26 June 2016	1,000,000	0.04%
36	Hong Xiaosong 洪曉松	March 2007 Director of research and development department of Huizhou NVC	Room 2015, Long Feng Long Jing Ming Yuan, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	31 March 2014	1,000,000	0.04%
37	Li Xinming 李新明	August 2008 Director of technology updates centre of Huizhou NVC	No.1 Ling Hu San Lu, Huicheng District, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	1 August 2015	1,000,000	0.04%
38	Tang Zhongming 唐中明	November 2003 Manager of the retail management sector of the domestic sales system of Huizhou NVC	Room 3, 20/F, Building 3, Dong He Yuan, Red Leaf Road, Yubei District, Chongqing, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
39	Wang Zhenkun 王鎮坤	March 2002 Manager of project management sector of domestic sales department of Huizhou NVC	Room 1, 6/F, Unit 2, Building 9, Xu Jia Wan Community, Wei Qing South Road, Weiyang District, Xi'an City, Shanxi Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
40	Du Guofeng 杜國峰	December 2007 Manager of market centre of domestic sales system of Huizhou NVC	Room 111A, Building 520, East Lake No. 5 Community, Dong Ping Ban Dao, Huizhou City, Guangdong Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
41	Henry Hangmin Sun	May 2007 General manager of UK NVC	22 Park Road, Radlett, Herts. W07 8EQ, England	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
42	Garry Pass	June 2009 General manager of UK NVC	157 Hollywood Lane, Hollywood, Birmingham B47 5QZ, England	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
43	Chen Xing 陳幸	May 2000 Director of sales management system of Huizhou NVC	Room 307, Building 5, Jia Ming Yuan, Xian Jia New County, Yuelu District, Changsha City, Hunan Province, PRC	Offer Price	24 March 2010	24 March 2016	500,000	0.02%
Subtotal							92,516,000	2.94%
TOTAL							240,429,000	7.63%

Note:

- (i) These percentages are calculated on the basis of 2,910,152,000 Shares in issue immediately following the completion of the Global Offering (as enlarged by the exercise in full of all the options granted under the Pre-IPO Share Option Scheme) but do not take into account any Shares which may fall to be allotted and issued upon the exercise of the Over-allotment Option or any option which may be granted under the Share Option Scheme.

Mr. Wu, Mr. Yan Andrew Y, Mr. Lin Ho-Ping, Mr. Zhang Qingyu and Mr. Yin Kang are our five largest option holders.

We recorded share option expenses of US\$320,000, US\$148,000 and US\$74,000 for the years ended 31 December 2007, 2008 and 2009, respectively, and, based on a preliminary assessment, expect to record a share option expense of approximately US\$0.9 million for the year ending 31 December 2010. None of the grantees has exercised the options under the Pre-IPO Share Option Scheme during the period from the date of our formal application for listing to the Latest Practicable Date.

G. SHARE OPTION SCHEME

The following is a summary of the principal terms of the Share Option Scheme conditionally approved and adopted by the Shareholders at an extraordinary general meeting held on 27 April 2010. The terms of the Share Option Scheme are in accordance with the provisions of Chapter 17 of the Listing Rules.

1. Purpose of the Share Option Scheme

The purpose of the Share Option Scheme is to provide the Company with a means of incentivising and retaining employees, and to encourage employees to work towards enhancing the value of the Company and promote the long-term growth of the Company. This scheme will link the value of the Company with the interests of the participants, enabling participants and the Company to develop together and promoting the Company's corporate culture.

2. Who May Join

The Directors may, at their discretion, invite any directors (including executive directors, non-executive directors and independent non-executive directors), employees and advisors, consultants, distributors, contractors, contract manufacturers, agents, customers, business partners, business partners and service providers of any member of our Group who the Board considers, in its sole discretion, have contributed or will contribute to our Group to participate in the Share Option Scheme.

3. Maximum Number of Shares

- (a) Initially the maximum number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme or any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) shall not exceed 10% of the aggregate of the Shares in issue on the Listing Date (such 10% limit represents 277,029,900 Shares). Options which have lapsed shall not be counted in calculating the 10% limit. However (but subject to the 30% limit referred to in this paragraph below), our Company may refresh this 10% limit with Shareholders' approval provided that each such limit (as refreshed) may not exceed the 10% of the Shares in issue as at the date of the Shareholders' approval. Options previously granted under the Share Option Scheme and any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) (including those outstanding, canceled or lapsed in accordance with the relevant scheme or exercised options) will not be counted for the purpose of calculating the limit to be refreshed. Our Company may seek separate approval by Shareholders in general meeting for granting options beyond the 10% limit provided that the options in excess of the limit are granted only to participants specially identified by our Company before such approval is sought. The total number of Shares which may be issued upon exercise of all options granted and yet to be exercised under the Share Option Scheme or any other share option schemes adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) must not exceed 30% of the Shares in issue from time to time. On the Listing Date, such 30% represents 831,089,700 Shares.
- (b) Unless approved by Shareholders in the manner set out in this paragraph below, the total number of Shares issued and to be issued upon exercise of the options granted to each participant (including both exercised, canceled and outstanding options) under the Share Option Scheme or any other share option scheme adopted by our Company (and to which the provisions of Chapter 17 of the Listing Rules are applicable) in any 12 month period must not exceed 1% of the Shares in issue. Any further grant of options which would result in the number of Shares issued as aforesaid exceeding the said 1% limit must be subject to prior Shareholders' approval with the relevant participant and his associates abstaining from voting.
- (c) Each grant of options to any Director, chief executive or substantial shareholder of our Company (or any of their respective associates) (as such terms are defined in rule 1.01 of the Listing Rules) shall be subject to the prior approval of the independent non-executive Directors of our Company (excluding any independent non-executive Director who is a proposed grantee of the option). Where any grant of options to a substantial shareholder or an independent non-executive director 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, canceled and outstanding) to such person in the 12 month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the Stock Exchange) of the Shares in issue;
- (ii) 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 such grant, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the Stock Exchange),

such grant of options shall be subject to prior approval by the Shareholders (voting by way of poll). 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 to be sent to the Shareholders.

- (d) No offer shall be made and no option shall be granted to any participant in circumstances prohibited by the Listing Rules at a time when the Participant would or might be prohibited from dealing in the Shares by the Listing Rules or by any applicable rules, regulations or law. In particular, during the period commencing one month immediately preceding the earlier of:
 - (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with rule 13.43 of the Listing Rules or such other rule or law for the time in force which applies to our Company) for the approval of our Company's annual or interim results; and
 - (ii) the deadline for our Company to publish its annual or interim results announcement under the Listing Rules,

and ending on the date of the results announcement, no option may be granted.

4. Grant of Options

- (a) The period within which the options must be exercised will be specified by our Company at the time of grant. This period must expire no later than 10 years from the relevant date of grant (being the date of which the Board resolves to make an offer of options to the Relevant Grantee).
- (b) In the event a grantee (being an employee, an officer or a director of any member of our Group) ceases to be an employee, an officer or a director for any reason other than (i) his or her death, (ii) his or her retirement or (iii) on one or more of the grounds of termination of employment, appointment or directorship specified in paragraph 12(f) below, the grantee may exercise the option up to his or her entitlement at the date of cessation (to the extent he or she is entitled to exercise at the date of cessation but not already exercised) on the date of such cessation which date shall be the last actual working day with our Group, whether salary is paid in lieu of notice or not (provided that such exercise is during the relevant option period), failing which it will lapse.
- (c) In the case where the grantee is an employee, and officer or a director and where the grantee ceases to be an employee, an officer or director of our Group by reason of the termination of his or her employment, appointment or directorship on the grounds that he or she has become insolvent or has made any arrangements or compositions with his or her creditors generally or by reason of actual financial difficulties, the grantee shall only be entitled to exercise the options during the relevant option period up to the entitlement of such grantee as at the date on which such grantee ceased to be an employee or director of our Group (to the extent not already exercised) on the date of such cessation (provided that such exercise is during the relevant option period), failing which it will lapse.
- (d) In the case (1) where the grantee is a business associate under a fixed term contract, if the grantee ceases to be a business associate by reason of termination or expiry of the term of the relevant fixed term contract without any extension or renewal by our Group for reasons other than (i) on one or more of the grounds specified in paragraph 12(f) below, or (ii) on his or her death if the business associate is a natural person, or (2) where the grantee is a business associate not under any fixed term contract, if the grantee ceases to be a business associate by reason of the grantee ceasing to provide any further advisory or consultancy or other kind of services, support, assistance or contribution to our Group as may be determined by the Board and notified to such business associate in writing within one year after the provision of its last services, support, assistance or contribution to our Group for reasons other than (i) on one or more of the grounds specified in paragraph 12(f) below, or (ii) on his or her death if the business

associate is a natural person, the grantee may exercise the option up to his or her entitlement at the date of cessation (to the extent he or she is entitled to exercise at the date of cessation but not already exercised) within the period of six months (or such longer period as the Board may determine) following the date of such cessation, which date shall, in the case of (1) above, be the date of expiry of the relevant fixed term contract; and in the case of (2) above, be the date of the aforesaid written notification to the business associate failing which it will lapse.

- (e) In the event the grantee dies before exercising the option in full and none of the events for termination of employment or engagement under paragraph 12(f) below then exists with respect to such grantee, the personal representative(s) of the grantee shall be entitled within a period of six months from the date of death (provided that such exercise is during the relevant option period) to exercise the option up to the entitlement of such grantee as at the date of death (to the extent not already exercised), failing which it will lapse.
- (f) In the event that the date of retirement as decided by the relevant member of our Group falls before the date the grantee exercises the option in full and none of the events for termination of employment or engagement under paragraph 12(f) below then exists with respect to such grantee, the grantee shall be entitled within a period of six months from the date of retirement (provided that such exercise is during the relevant option period) to exercise the option up to the entitlement of such grantee as at the date of retirement (to the extent not already exercised), failing which it will lapse.
- (g) If a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement pursuant to paragraph 5(h) below) is made to all the holders of Shares (or all such holders other than the offeror, any person controlled by the offeror and any person acting in association or concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant option, our Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company at any time within such period as shall be notified by our Company.
- (h) If a general offer for Shares by way of scheme of arrangement is made to all the holders of Shares and has been approved by the necessary number of holders of Shares at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.
- (i) In the event a notice is given by our Company to our Shareholders to convene a Shareholders' meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed shareholders' meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.
- (j) In the event of a compromise or arrangement, other than a scheme of arrangement contemplated in paragraph 5(h) above, between our Company and its members and/or creditors being proposed in connection with a scheme for the reconstruction or amalgamation of our Company, our Company shall give notice thereof to all grantees on the same day as it first gives notice of the meeting to its members and/or creditors to consider such a scheme or arrangement and the grantee may at any time thereafter but before such time as shall be notified by our Company exercise the option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed meeting, allot, issue and register in the name of the grantee such number of fully paid Shares which fall to be issued on exercise of such option.
- (k) Upon the occurrence of any of the events referred to in paragraphs 5(g), (h), (i) and (j) above, our Company may in its discretion and notwithstanding the terms of the relevant option also give notice to a grantee that his or her option may be exercised at any time within such period as shall be notified by our Company and/or to the extent (not being less than the extent to which it could then be exercised in

accordance with its terms) notified by our Company. If our Company gives such notice that any option shall be exercised in part only, the balance of the option shall lapse.

5. Minimum Holding Period

At the time of grant of the options, our Company may specify any minimum period(s) for which an option must be held before it can be exercised. The Share Option Scheme does not contain any such minimum period.

6. Performance Targets

At the time of the grant of the options, our Company may specify any performance target(s) which must be achieved before the options can be exercised. The Share option Scheme does not contain any performance targets.

7. Amount Payable for Options

The amount payable by a grantee on acceptance of a grant of options is US\$1.00.

8. Exercise Price

The subscription price for the Shares the subject of the options shall be no less than the higher of:

- (a) the closing price of the Shares as stated in the daily quotation sheet issued by the Stock Exchange on the date of grant;
- (b) the average closing price of the Shares as stated in the daily quotation sheets issued by the Stock Exchange for the five Stock Exchange business days immediately preceding the date of grant; and
- (c) the nominal value of a Share upon its issue.

9. Voting and Other Rights

The Shares to be allotted and issued upon the exercise of an option shall be subject to all the provisions of the articles of association of our Company for the time being in force and will rank *pari passu* with the fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company. Prior to the grantee being registered on the register of members of our Company, the grantee shall not have any voting rights, or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company), in respect of the Shares to be issued upon the exercise of the option.

10. Life of the Share Option Scheme

No options may be granted under the Share Option Scheme after the date of the tenth anniversary of the adoption of the Share Option Scheme.

11. Lapse of the Share Option Scheme

An option shall lapse automatically and not be exercisable, to the extent not already exercised, on the earliest of:

- (a) the expiry of the option period;
- (b) the date or the expiry of the period for exercising the option as referred to in paragraphs 4(b), (e), (f), (g) or (j) above;
- (c) subject to the scheme of arrangement (referred to in paragraph 4(h) above) becoming effective, the expiry of the period for exercising the option as referred to in paragraph 4(h) above;
- (d) subject to paragraph 4(i) above, the date of commencement of the winding up of our Company;
- (e) the date on which the grantee sells, transfers, charges, mortgages, encumbers or creates any interest in favour of any other person, over or in relation to any option in breach of the Share Option Scheme;
- (f) the date on which:
 - (i) the grantee (being an employee, an officer or a director of any member of our Group) ceases to be an employee, an officer or a director by reason of the termination of his or her employment,

appointment or directorship on the grounds that he or she has been guilty of serious misconduct or has been convicted of any criminal offence involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;

- (ii) the grantee being a business associate under any contract with our Group, such contract is terminated by reason of breach of contract on the part of the business associate; or
 - (iii) the grantee being a business associate, appears either to be unable to pay or have no reasonable prospect to be able to pay debts, or has become insolvent, or has made any arrangements or composition with his or her creditors generally, or ceases or threatens to cease to carry on its business, or is wound up, or has an administrator or liquidator being appointed for the whole or any part of its undertaking or assets; or has been convicted of any criminal offence involving integrity or honesty, provided that whether any one or more of the events specified in the above occur in relation to a grantee shall in the reasonable opinion of the Board be solely and conclusively determined by the Board;
- (g) where the grantee is an employee, an officer, a director or a business associate of a member of our Group (other than our Company), the date on which such member ceases to be a member of our Group;
 - (h) unless the Board otherwise determines, and other than in the circumstances referred to in paragraphs 4(b) to 4(k), the date the grantee, ceases to be a participant (as determined by a Board resolution) for any reason; and
 - (i) the date on which the option is cancelled by the Board.

12. Adjustment

- (a) In the event of any capitalisation issue, rights issue, sub-division or consolidation of shares or reduction of share capital of our Company, but excluding, for the avoidance of doubt, any alteration in the capital structure of our Company as a result of an issue of Shares as consideration in a transaction to which our Company is a party, the Board shall determine what adjustment is required to be made to the subscription price and/or the number of Shares to be issued on exercise of the options, and the auditors or financial advisors engaged by our Company for such purpose shall certify in writing to the Board that such adjustments satisfy the requirements set out in Rule 17.03(13) of the Listing Rules and the note thereto and the supplementary guidance attached to the letter from the Stock Exchange dated 5 September 2005 to all issuers relating to share option schemes (the “Supplemental Guidance”).
- (b) Any such adjustments shall give the participant the same proportion of the equity capital of our Company (as interpreted in accordance with the Supplemental Guidance) and any adjustments to the advantage of the participants to the exercise price or to the number of Shares subject to the options must be approved by the Shareholders in general meeting, and no adjustment may be made to the extent that Shares would be issued at less than their nominal value. In addition, any adjustment to be made will comply with the Listing Rules, the Supplemental Guidance and any future guidance/interpretation of the Listing Rules issued by the Stock Exchange from time to time.

13. Cancellation of Options not Exercised

Any options granted but not exercised may be cancelled if the grantee so agrees and new options may be granted to the participant provided such options fall within the limits specified in paragraph 3 above and are otherwise granted in accordance with the terms of the Share Option Scheme.

14. Ranking of Shares

The Shares issued on exercise of the options will on issue be identical shares of our Company.

15. Termination

Our Company, by ordinary resolution of the Shareholder, 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 or granted, but in all other respects the Share Option Scheme shall remain in full force and effect. Any granted but unexercised options shall continue to be exercisable in accordance with their terms of issue after the termination of the Share Option Scheme.

16. Transferability

The options are not transferable, except for the transmission of an option on the death of a grantee to his personal representative(s) on terms of the Share Option Scheme.

17. Amendment

- (a) Subject to the terms set out in this paragraph below, the Board may amend any of the provisions of the Share Option Scheme (including without limitation amendments in order to comply with changes in legal or regulatory requirements and amendments in order to waive any restrictions, imposed by the provisions of the Share Option Scheme, which are not found in Chapter 17 of the Listing Rules) at any time (but not so as to affect adversely any rights which have accrued to any grantee at that date).
- (b) Those specific provisions of the Share Option Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules cannot be altered to the advantage of participants, and no changes to the authority of the Directors or administrator of the Share Option Scheme in relation to any alteration of the terms herein shall be made, without the prior approval of Shareholders in general meeting. Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature, or any change to the terms of options granted, must be approved by the Shareholders in general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme. The Share Option Scheme so altered must comply with Chapter 17 of the Listing Rules.

18. Conditions of the Share Option Scheme

The Share Option Scheme is conditional on:

- (i) the Listing Committee of the Hong Kong Stock Exchange granting the listing of, any permission to deal in, the Shares under the Share Option Scheme representing 10% of the issued share capital of our Company upon listing; and
- (ii) the commencement of dealings in the Shares on the Stock Exchange.

If both of the above conditions are not satisfied on or before the date following six months after the date of adoption of the Share Option Scheme (or such later date as the Board may decide), the Share Option Scheme shall forthwith be canceled and no person shall be entitled to any rights or benefits or be under any obligations under or in respect of the Share Option Scheme. As at the date of this prospectus, no option has been granted or agreed to be granted under the Share Option Scheme.

Application has been made to the Listing Committee for the listing of, and permission to deal in, the 291,015,200 Shares under the Share Option Scheme representing 10% of the issued share capital of our Company upon listing.

H. OTHER INFORMATION**1. Tax**

Our Directors have been advised that no material liability for estate duty is likely to fall on our Company or any of our subsidiaries.

2. Litigation

As at the date of the prospectus, save as disclosed in the section headed "Our Business - Legal Proceedings" in this prospectus, we are not involved in any litigation or arbitration of material importance and no litigation, arbitration or claim of material importance was known to our Directors to be pending or threatened by or against our Company and our subsidiaries.

3. The Joint Sponsors

The Joint Sponsors have made an application on behalf of our Company to the Listing Committee for listing of, and permission to deal in, the Shares in issue and to be issued as mentioned herein. All necessary arrangements have been made enabling the Shares to be admitted into CCASS.

4. Preliminary Expenses

The estimated preliminary expenses incurred or proposed to be incurred by our Company are approximately HK\$114 million and are payable by our Company.

5. Promoter

Our Company has no promoter for the purpose of the Listing Rules. Within the two years immediately preceding the date of this prospectus, no cash, securities or other benefit has been paid, allotted or given or is proposed to be paid, allotted or given to any promoter in connection with the Global Offering and the related transactions described in this prospectus.

6. Particulars of the Selling Shareholders

Particulars of the Selling Shareholders are as follows:

Name of the Selling Shareholders	Description	Registered Office	Number of Sale Shares Offered in the Initial Closing of the Global Offering	Number of Sale Shares Offered pursuant to the Over-allotment Option
NVC1	Corporation	Craigmiur Chambers, Road Town, Tortola, British Virgin Islands	33,000,000	—
Parkview.	Corporation	Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands	625,000	469,000
PrelPO Capital Partners Limited	Corporation	P.O.Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	—	4,687,000
ABLE	Corporation	P.O.Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	—	303,000

7. Qualifications of Experts

The qualifications of the experts (as defined under the Listing Rules and the Companies Ordinance) who have given their opinions or advice in this prospectus are as follows:

Name	Qualifications
Goldman Sachs (Asia) L.L.C.	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
The Hongkong and Shanghai Banking Corporation Limited	Licensed to conduct type 1 (dealing in securities), type 2 (Dealing in Futures Contracts), type 4 (advising on securities), type 5 (advising on futures contracts) and type 6 (advising on corporate finance) regulated activities under the SFO and is also a licensed bank under the Banking Ordinance (Chapter 155 of the laws of Hong Kong)
Ernst & Young	Certified public accountants
Jun He Law Offices	PRC legal advisors
Conyers Dill & Pearman	Cayman Islands attorneys-at-law
Savills Valuation and Professional Services Limited	Property valuer

8. Consents

Each of Goldman Sachs (Asia) L.L.C., The Hongkong and Shanghai Banking Corporation Limited, Ernst & Young, Jun He Law Offices, Conyers Dill & Pearman and Savills Valuation and Professional Services Limited has given and have not withdrawn their respective written consents to the issue of this prospectus with the inclusion of their reports and/or letters and/or valuation certificates and/or the references to their names included herein in the form and context in which they are respectively included.

None of the experts named above has any shareholding in our Company or any of our subsidiaries or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any of our subsidiaries.

9. Share Register

The register of members of our Company will be maintained in the Cayman Islands by Butterfield Fulcrum Group (Cayman) Limited and a branch register of members will be maintained in Hong Kong by Computershare Hong Kong Investor Services Limited. Unless the Directors otherwise agree, all transfers and other documents of title to Shares must be lodged for registration with, and registered by, the branch share registers in Hong Kong and may not be lodged in the Cayman Islands.

10. Miscellaneous

Save as disclosed in this prospectus:

- (a) within the two years preceding the date of this prospectus:
 - (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
 - (ii) 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 our subsidiaries;
- (b) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (c) we have not issued or agreed to issue any founder shares, management shares or deferred shares;
- (d) our Directors confirm that, there has been no material adverse change in the financial or trading position or prospects of our Company since 31 December 2009, being the date to which our latest audited consolidated financial statements were made up;
- (e) there is no arrangement under which future dividends are waived or agreed to be waived;
- (f) the Global Offering does not involve the exercise of any right of pre-emption or the transfer of subscription rights;
- (g) as at the date of this prospectus, there is no restriction affecting the remittance of profits or repatriation of capital of our Company into Hong Kong from outside Hong Kong;
- (h) there has not been any interruption in the business of our Company which may have or has had a significant effect on the financial position of our Company in the 12 months preceding the date of this prospectus;
- (i) the English text of this prospectus shall prevail over the Chinese text; and
- (j) none of our Company or any of our subsidiaries is presently listed on any stock exchange or traded on any trading system.

11. Binding Effect

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

12. Compliance Advisor

Our Company has appointed Shenyin Wanguo Capital (H.K.) Limited as our Compliance Advisor upon listing of our Shares on the Hong Kong Stock Exchange in compliance with Rule 3A.19 of the Listing Rules.

Pursuant to the compliance advisor's agreement entered into between our Company and the Compliance Advisor,

1. the Compliance Advisor's appointment shall be for a period commencing on the Listing Date and ending on the date on which our Company complies with Rule 13.46 of the Listing Rules in respect of the financial results of our Group for the first full financial year commencing after the date of its initial listing;
2. the Compliance Advisor shall provide our Company with services including guidance and advice as to compliance with the Listing Rules and other applicable laws, rules, codes and guidelines, and accompany our Company to any meetings with the Hong Kong Stock Exchange;
3. our Company may terminate the appointment of the Compliance Advisor by giving a 30 days' prior written notice to the Compliance Advisor. Our Company will exercise such right in compliance with Rule 3A.26 of the Listing Rules. The Compliance Advisor will have the right to terminate its appointment as Compliance Advisor under certain specific circumstances and upon notification of the reason of its resignation to the Hong Kong Stock Exchange; and
4. during the period of appointment, our Company must consult with, and if necessary, seek advice from the Compliance Advisor on a timely basis in the following circumstances:
 1. before the publication of any regulatory announcement, circular or financial report;
 2. where a transaction, which might be a notifiable or connected transaction, is contemplated, including share issues and share repurchases;
 3. where we propose to use the proceeds of the initial public offering in a manner different from that detailed in this prospectus or where our business activities, developments or results materially deviate from any forecast, estimate, or other information in this prospectus; and
 4. where the Hong Kong Stock Exchange makes an inquiry of our Company regarding unusual movements in the price or trading volume of our Company.

13. Bilingual Prospectus

The English language and Chinese language versions of this prospectus are being published separately in reliance upon the exemption provided by section 4 of the Companies Ordinance (Exemption of Companies and prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).