

---

## SUBSTANTIAL SHAREHOLDERS

---

So far as our Directors are aware, immediately following completion of the Global Offering and based on the information available on the Latest Practicable Date (without taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option or any Shares which may be allotted and issued pursuant to the exercise of the options that may be granted under the Share Option Scheme), the following persons will have interests or short positions in any of 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 and/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 our Company.

Name of Shareholder	Long/Short Position	Capacity/Nature of Interest	Number of Shares	Approximate Percentage of Shareholding (%)
Soar Plan <i>(Note)</i>	Long position	Registered owner	1,927,778,827	67.17
Swan Hills <i>(Note)</i>	Long position	Interest in a controlled corporation	1,927,778,827	67.17
The KW Trust <i>(Note)</i>	Long position	Interest in a controlled corporation	1,927,778,827	67.17
Trustee <i>(Note)</i>	Long position	Trustee	1,927,778,827	67.17
Mr. Wong <i>(Note)</i>	Long position	Settlor of The KW Trust	1,927,778,827	67.17
Ms. Ching <i>(Note)</i>	Long position	Beneficiary of The KW Trust	1,927,778,827	67.17
Ms. Ching	Long position	Registered owner	28,700,061	1.00

*Note:* The entire issued share capital of Soar Plan is held by Swan Hills which is in turn ultimately held by the Trustee (through two nominee companies) as the trustee of The KW Trust. The KW Trust is a discretionary trust established by Mr. Wong as settlor and the Trustee as trustee on 1 December 2009. The beneficiaries of The KW Trust include family members of Mr. Wong and Ms. Ching. Mr. Wong and Ms. Ching are deemed to be interested in the 1,927,778,827 Shares held by The KW Trust, Soar Plan and Swan Hills immediately upon completion of the Global Offering pursuant to Part XV of the SFO and their respective interests duplicate the interests held by The KW Trust, Soar Plan and Swan Hills.

Saved as disclosed above, our Directors are not aware of any person who will, immediately following completion of the Global Offering (without taking into account any Shares which may be issued pursuant to the exercise of the Over-allotment Option or any Shares which may be allotted and issued pursuant to the exercise of the options that may be granted under the Share Option Scheme), have interests or short positions in any of 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 our Company.

---

## SUBSTANTIAL SHAREHOLDERS

---

### RESTRICTIONS ON DISPOSAL OF SHARES

Each of the Controlling Shareholders has jointly and severally undertaken to each of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, our Company and the Underwriters that:

- (a) save as pursuant to the Stock Borrowing Agreement to be entered into pursuant to the Global Offering, and save for the sale of the Sales Shares by the Selling Shareholder in connection with the International Placing, he/she/it will not, and will procure that the relevant registered holder(s) and his/her/its associates and companies controlled by him/her/it and any nominee or trustee holding in trust for him/her/it will not, without the Joint Global Coordinators' prior written consent and unless in compliance with the Listing Rules, at any time during the First Six-Month Period (i) offer, accept subscription for, sell, pledge, mortgage, charge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, make any share sale, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any of the share capital of our Company or any securities of our Company or any interest therein (including but not limited to any securities convertible into or exercisable or exchangeable for or that represent the right to receive any such share capital or securities or interest therein) ; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the share capital, debt capital or other securities of our Company or any interest therein; or (iii) enter or agree to enter into, conditionally or unconditionally, or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (i) or (ii) above; or (iv) agree or contract to, or publicly announce any intention to enter into or effect any of the transactions referred to in paragraphs (i), (ii) or (iii) above, whether any of the foregoing transactions described in paragraphs (i), (ii) or (iii) above is to be settled by delivery of share capital or such other securities, in cash or otherwise, or offer to or agree to do any of the foregoing or announce any intention to do so;
- (b) he/she/it will not, at any time during the Second Six-Month Period, enter into any of the foregoing transactions in paragraph (a)(i), (ii) or (iii) above or agree or contract to or publicly announce any intention to enter into any such transactions if, immediately following such transfer or disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, he/she/it will cease to be a controlling shareholder (as such term is defined in the Listing Rules) of our Company or would together with the other Controlling Shareholders cease to be, or regarded as, controlling shareholders (as such term is defined in the Listing Rules) of our Company;
- (c) until expiry of the Second Six-Month Period, in the event that he/she/it enters into any such transactions or agrees or contracts to or publicly announces an intention to enter into any such transactions by virtue of the aforesaid exceptions, he/she/it will take all reasonable steps to ensure that such action will not create a disorderly or false market in the Shares or other securities of our Company; and
- (d) he/she/it will comply with the requirements of Rule 10.07(1) and Notes (1), (2) and (3) to Rule 10.07(2) of the Listing Rules, to procure that our Company will comply with the requirements under Note (3) of Rule 10.07(2) of the Listing Rules, and comply with all

---

## SUBSTANTIAL SHAREHOLDERS

---

the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by him/her/it or by the registered holder controlled by him/her/it and his/her/its associates and companies controlled by him/her/it of any Shares or other securities of our Company.

Each of the Controlling Shareholders has jointly and severally undertaken to each of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, our Company and the Underwriters that at any time during the period commencing from the date of the Hong Kong Underwriting Agreement up to and including the date falling twelve months from the Listing Date, he/she/it will:

- (i) when he/she/it pledges or charges any Shares or other securities or interests in the securities of our Company in respect of which he/she/it is the beneficial owner, immediately inform our Company, the Sole Sponsor and the Stock Exchange in writing of any such pledges or charges together with the number of Shares or other securities of our Company and nature of interest so pledged or charged; and
- (ii) when he/she/it receives any indication, whether verbal or written, from any such pledgee or chargee that any of the pledged or charged Shares or securities or interests in the securities of our Company will be sold, transferred or disposed of, immediately inform our Company, the Sole Sponsor and the Stock Exchange in writing of any such indication.

Our Company has undertaken to, and the Controlling Shareholders have undertaken to procure that our Company will, inform the Stock Exchange as soon as our Company has been informed of the matters mentioned in paragraphs (i) and (ii) above, and will make a public disclosure of such matters as soon as possible thereafter in accordance with the Listing Rules.

Pursuant to Rule 10.07(1) of the Listing Rules, each of Mr. Wong, Ms. Ching, Swan Hills, the Trustee and Soar Plan has undertaken to the Stock Exchange and to our Company that he/she/it shall not, and shall procure that the relevant registered shareholder(s) shall not, save in connection with the stock borrowing arrangement described in the section headed “Structure of the Global Offering” of this prospectus:-

- (a) within the period commencing on the date by reference to which disclosure of his/her/its shareholding in our Company is made in this prospectus and ending on the date which is six months from the Listing Date, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares in respect of which he/she/it is shown by this prospectus to be the beneficial owner; and
- (b) within six months commencing on the day immediately following the expiry of the period mentioned in paragraph (i) above, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares referred to in paragraph (i) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, he/she/it would cease to be a controlling shareholder of our Company (as defined in the Listing Rules).

---

## SUBSTANTIAL SHAREHOLDERS

---

Pursuant to Note (3) to Rule 10.07(2) of the Listing Rules, each of Mr. Wong, Ms. Ching, Swan Hills, the Trustee and Soar Plan has undertaken to the Stock Exchange and to our Company respectively that, for the period commencing on the date by reference to which disclosure of his/her/its shareholding in our Company is made in this prospectus and ending on the date which is twelve months from the Listing Date, he/she/it shall and shall procure the relevant registered shareholder:

- (i) when he/she/it or the relevant registered shareholders pledge/charge any of the securities of our Company beneficially owned by him/her/it or the relevant registered shareholders in favour of an authorised institution pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform our Company in writing of such pledge/charge together with the number of securities so pledged/charged; and
- (ii) when he/she/it or the relevant registered shareholders receive indications, either verbal or written, from the pledgee/chargee that any of the pledged/charged securities will be disposed of, immediately inform our Company in writing of such indications.