
UNDERWRITING

UNDERWRITERS

HONG KONG UNDERWRITERS

Lead Manager

CIMB Securities (HK) Limited

Co-Lead Manager

Mizuho Securities Asia Limited

Co-Manager

China Merchants Securities (HK) Co., Limited
Mitsubishi UFJ Securities (HK) Capital, Limited
Redford Securities Limited

INTERNATIONAL UNDERWRITERS

Lead Manager

CIMB Securities (HK) Limited

Co-Lead Manager

Mizuho Securities Asia Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, we have agreed to offer initially 59,000,000 Hong Kong Offer Shares (subject to adjustment) for subscription by the public in Hong Kong by way of Hong Kong Public Offering at the Offer Price on and subject to the terms and conditions of this prospectus and the Application Forms.

Subject to the granting of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering as mentioned in this prospectus by the Listing Committee and to certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have severally and not jointly agreed to procure subscriptions for, or failing which they will subscribe for, their respective applicable proportions of the Hong Kong Offer Shares on the terms and conditions of this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional on and subject to, among other things, the International Underwriting Agreement having been signed and becoming unconditional.

UNDERWRITING

Grounds for termination

The obligations of the Hong Kong Underwriters to subscribe or procure subscriptions for the Hong Kong Offer Shares under the Hong Kong Underwriting Agreement are subject to termination by notice to our Company. The Lead Manager (for itself and on behalf of the Hong Kong Underwriters) may in its reasonable discretion, upon giving notice in writing to our Company and the Hong Kong Underwriters, terminate the Hong Kong Underwriting Agreement with immediate effect if at any time prior to 8:00 a.m. (Hong Kong time) on the Listing Date:

- (a) there has come to the notice of the Lead Manager or any Hong Kong Underwriter:
 - (i) any statement contained in this prospectus, the Application Forms, the formal notice, any announcements or documents issued by us in connection with the Hong Kong Public Offering and/or the Global Offering (including any supplement or amendment thereto) (the “**Offer Documents**”), considered by the Lead Manager in its reasonable opinion was, when it was issued, or has become, or been discovered to be untrue, incorrect, inaccurate or misleading in any material respect or any expressions of opinion, intention or expectation contained in any Offer Documents are not, in the reasonable opinion of the Lead Manager, in all material respects fair and honest and based on reasonable assumptions, when taken as a whole;
 - (ii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, constitute an omission therefrom considered by the Lead Manager in its reasonable opinion to be material to the Global Offering;
 - (iii) any breach of any of the obligations imposed upon any party to the Hong Kong Underwriting Agreement or the International Underwriting Agreement considered by the Lead Manager in its reasonable opinion to be material in the context of the Global Offering (other than upon any of the Hong Kong Underwriters or the International Underwriters) (as the case may be);
 - (iv) either (A) there has been a breach of any of the representations, warranties, undertakings or provisions of the Hong Kong Underwriting Agreement or the International Underwriting Agreement by our Company, any Controlling Shareholder or any executive Director; or (B) any matter or event showing or rendering any of the representations, warranties and undertakings given by our Company, any Controlling Shareholder or any executive Director in the Hong Kong Underwriting Agreement or the International Underwriting Agreement, as applicable, in the reasonable opinion of the Lead Manager to be untrue, incorrect, inaccurate or misleading in any respect when given or repeated;
 - (v) any event, act or omission which gives or is likely to give rise to any liability of a material nature of any of the Company, any Controlling Shareholders or any executive Director pursuant to the indemnity provisions under the Hong Kong Underwriting Agreement;

UNDERWRITING

- (vi) any event, series of events, matter or circumstance occurs or arises on or after the date of this prospectus and prior to 8:00 a.m. on the Listing Date, would have rendered any of the representations, warranties or undertakings contained in the Hong Kong Underwriting Agreement or the International Underwriting Agreement, in the reasonable opinion of the Lead Manager, untrue, incorrect, inaccurate or misleading in any respect;
 - (vii) approval by the Listing Committee of the listing of, and permission to deal in, the Shares is refused or not granted before the Listing Date, other than subject to customary conditions, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld;
 - (viii) our Company withdraws any of the Offer Documents (and/or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or the Global Offering; or
 - (ix) any person (other than the Lead Manager and any of the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to the issue of any of the Offer Documents with the inclusion of its reports, letters, summaries of valuations and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (b) there shall develop, occur, happen, exist or come into effect:
- (i) any event, or series of events in the nature of force majeure, including, without limitation, acts of government or orders of any courts, labour disputes, strikes, calamity, crisis, lock-outs (whether or not covered by insurance), fire, explosion, flooding, civil commotion, acts of war, acts of God, acts of terrorism (whether or not responsibility has been claimed), declaration of a national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases or epidemics (including but not limited to SARS, H1N1 flu, severe acute respiratory syndrome and H5N1 and other related or mutated forms), accidents, interruption or delay in transportation, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in Hong Kong or anywhere in the world;
 - (ii) any change or development involving a prospective change or development, or any event or series of events, matters or circumstances likely to result in or represent any change or development involving a prospective change or development, in the local, national, regional, international financial, economic, political, military, industrial, fiscal, regulatory, currency, credit, market or exchange control conditions or any monetary or trading settlement system or matters and/or disaster (including without limitation a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States, or a material fluctuation in the exchange rate of the Hong Kong dollar or the Renminbi against any foreign currency, or any interruption in securities settlement or clearance service or procedures) in or affecting Hong Kong or anywhere in the world;

UNDERWRITING

- (iii) any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting Hong Kong, the PRC, Indonesia, Macau, Jordan, the BVI, the United States, Canada or Bermuda or any other jurisdictions relevant to any member of our Group or the Global Offering (the “**Relevant Jurisdictions**”);
- (iv) the imposition of economic sanctions or changes in exiting economic sanctions, in whatever form, directly or indirectly, by, or for the U.S. or by the European Union (or any member thereof) on any of the Relevant Jurisdictions;
- (v) a change or development involving a prospective change in any taxation or any exchange control (or the implementation of any exchange control, currency exchange rates or foreign investment laws or regulations) in any of the Relevant Jurisdictions;
- (vi) any change or development involving a prospective change, or a materialisation of, any of the risks set out in the section headed “Risk factors” in this prospectus;
- (vii) any litigation or claim of material importance being threatened or instigated against any member of our Group or any Director;
- (viii) a Director being charged with an indictable offence or prohibited by operation of law or regulation or otherwise disqualified from taking part in the management of a company;
- (ix) the chairman or chief executive officer of our Company vacating his office in circumstances where the operations of our Group may be adversely affected;
- (x) the commencement by any governmental, regulatory or political body or organisation of any action against a Director or any member of our Group or an announcement by any governmental, regulatory or political body or organisation that it intends to take any such action;
- (xi) any contravention by any member of our Group or any Director of the Companies Ordinance, the Companies Act, the Listing Rules, the SFO or any applicable laws and regulations;
- (xii) a prohibition on our Company for whatever reason from allotting or selling the Offer Shares pursuant to the terms of the Hong Kong Public Offering and/or the Global Offering;
- (xiii) non-compliance of this prospectus (and/or any other documents used in connection with the subscription and purchase of the Offer Shares) or any aspect of the Hong Kong Public Offering and/or the Global Offering with the Listing Rules or any other applicable laws and regulations;

UNDERWRITING

- (xiv) other than with the written approval of the Lead Manager, the issue or requirement to issue by our Company of a supplement or amendment to any of the Offer Documents (and/or any other documents used in connection with the subscription or sale of the Offer Shares) pursuant to the Companies Ordinance or the Listing Rules;
- (xv) a valid demand by any creditor for repayment or payment of any indebtedness of any member of our Group or in respect of which any member of our Group is liable prior to its stated maturity;
- (xvi) any material loss or damage sustained by any member of our Group (howsoever caused and whether or not the subject of any insurance or claim against any person);
- (xvii) any change or prospective change in the earnings, results of operations, business, business prospects, financial or trading position, conditions or prospects (financial or otherwise) of our Company or any member of our Group (including any litigation or claim of material importance being threatened or instigated against our Company or any member of our Group);
- (xviii) a petition or an order is presented for the winding-up or liquidation of any member of our Group or any member of our Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of our Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of our Group or any analogous matter thereto occurs in respect of any member of our Group;
- (xix) a disruption in or any general moratorium on commercial banking activities or foreign exchange trading or securities settlement, or payment or clearance services or procedures in or affecting any of the Relevant Jurisdictions;
- (xx) any change or development in the conditions of local, national or international equity securities or other financial markets; or
- (xxi) the imposition of any moratorium, suspension or restriction on trading in shares or securities generally on or by the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange or minimum or maximum prices for trading having been fixed, or maximum ranges for prices having been required, by any of the said exchanges or by such system or by order of any regulatory or governmental authority,

UNDERWRITING

which in each case or in aggregate in the reasonable opinion of the Lead Manager (for itself and on behalf of the Hong Kong Underwriters):

- (A) is or will be or may be or is likely to be adverse to or prejudicially affect the general affairs, management, business, financial, trading or other condition or prospects of our Group (as a whole) or any member of our Group or to any present or prospective shareholder in his, her or its capacity as such;
- (B) has or will have or might have or is likely to have an adverse effect on the success, marketability or pricing of the Hong Kong Public Offering and/or the Global Offering or the level of applications in the Hong Kong Public Offering or the level of interest under the International Placing;
- (C) makes or may make it inadvisable, inexpedient or impracticable to proceed with or to market the Hong Kong Public Offering and/or the Global Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by any of the Offer Documents; or
- (D) has or would have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of implementation or performance in accordance with its terms and in the manner contemplated by any of the Offer Documents and the Hong Kong Underwriting Agreement or which prevents the processing of applications and/or payments pursuant to the Hong Kong Public Offering and/or the Global Offering or pursuant to the underwriting thereof.

UNDERTAKINGS

Undertakings to the Stock Exchange under the Listing Rules

(A) *Undertakings by us*

Under Rule 10.08 of the Listing Rules, we have undertaken to the Stock Exchange that we will not issue any further Shares or securities convertible into our equity securities (whether or not of a class already listed) or enter into any agreement to such issue within six months from the Listing Date (the “**First Six Month Period**”) (whether or not such issue of Shares or our securities will be completed within six months from the commencement of dealing), except pursuant to the Global Offering (including the exercise of any options granted or which may be granted under the Share Option Scheme) or for the circumstances provided under Rule 10.08 of the Listing Rules.

UNDERWRITING

(B) Undertakings by our Controlling Shareholders

Pursuant to Rule 10.07(1) of the Listing Rules, each of our Controlling Shareholders has undertaken to our Company and the Stock Exchange that:

- (a) it shall not and shall procure that its associates or companies controlled by it or nominees or trustees (as the case may be) shall not, in the period commencing on the date of this prospectus up to and including the date ending the First Six Month Period dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of those securities of our Company in respect of which it is shown by this prospectus to be the beneficial owner (whether direct or indirect); and
- (b) in the period of six months immediately after the expiry of the First Six Month Period (the “**Second Six Month Period**”), 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 securities of our Company referred to in (a) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, our Controlling Shareholders would cease to be the controlling shareholder (as defined in the Listing Rules) of our Company.

Each of our Controlling Shareholders has also undertaken to our Company and the Stock Exchange that within the period commencing on the date by reference to which disclosure of its shareholdings is made in this prospectus and ending on the date which is 12 months from the Listing Date, he or it will:

- (a) when it pledges or charges any Shares beneficially owned by it 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 or charge together with the number of Shares so pledged or charged; and
- (b) when it receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged Shares will be disposed of, immediately inform our Company in writing of such indications.

We undertake to inform the Stock Exchange as soon as we have received information relating to the above pledge or charge and disclose such matters by way of an announcement which will be published in accordance with the requirements under the Listing Rules.

UNDERWRITING

Undertakings under the Hong Kong Underwriting Agreement

(A) *Undertakings by us*

We have undertaken to each of the Sponsor and the Hong Kong Underwriters that (except for the issue of Shares under the Global Offering and any options granted or which may be granted, or the grant of options, under the Share Option Scheme):

- (a) at any time from the date of the Hong Kong Underwriting Agreement up to and including the date ending the First Six Month Period, we shall not allot or issue, or agree to allot or issue, Shares or other securities of our Company (including warrants and other convertible or exchangeable securities) or grant or agree to grant any options, warrants, or other rights to subscribe for or convertible or exchangeable into Shares or other securities of our Company (whether or not such transaction will be completed in the aforesaid period); and
- (b) in the event we enter into any transaction specified in (a) above during the Second Six Month Period (whether or not such transaction will be completed in the aforesaid period), we shall take all reasonable steps to ensure that any such transaction, agreement, or as the case may be, announcement will not create a disorderly or false market in our Company's securities.

(B) *Undertakings by our Controlling Shareholders*

Each of our Controlling Shareholders has undertaken to each of the Sponsor and the Hong Kong Underwriters that, it shall not, and shall procure none of its associates or companies controlled by it or trustee holding in trust for it not to, at any time:

- (a) during the period commencing on the date of this prospectus up to and including the date ending the First Six Month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of our Company's securities in respect of which it is shown by this prospectus to be the beneficial owner (whether direct or indirect) (the "**Lock-up Securities**"); and
- (b) during the Second Six Month Period, 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 Lock-up Securities if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, any of our Controlling Shareholders will cease to be a Controlling Shareholder of our Company. Each of our Controlling Shareholders further agrees that, in the event that it enters into any transaction specified in (a) above during the Second Six Month Period, it will take all reasonable steps to ensure that any such transaction, agreement or as the case may be, announcement will not create a disorderly or false market in our Company's securities.

UNDERWRITING

Each of our Controlling Shareholders has undertaken to each of our Company, the Sponsor and the Hong Kong Underwriters that at any time during the period commencing from the date of this prospectus up to and including the date ending the Second Six Month Period, it shall:

- (a) if it pledges or charges or otherwise creates encumbrances over any Shares or our Company's securities or interests therein in respect of which it is the beneficial owner, whether directly or indirectly, immediately inform each of our Company, the Sponsor and the Hong Kong Underwriters in writing of any such pledges or charges or encumbrances and the number of Shares or our Company's securities so pledged or charged or encumbered; and
- (b) if it receives any indication, either verbal or written, from any pledgee or chargee or encumbrancer or such third party that any of the pledged, charged, encumbered Shares or other securities of our Company will be disposed of, immediately inform each of our Company, the Sponsor and the Hong Kong Underwriters in writing of any such indication.

Indemnity

We, our Controlling Shareholders and our executive Directors, have agreed to indemnify the Hong Kong Underwriters for certain losses which they may suffer, including losses arising from their performance of their obligations under the Hong Kong Underwriting Agreement and any breach by us of the Hong Kong Underwriting Agreement.

Commissions and expenses

The Hong Kong Underwriters will receive an underwriting commission at the rate of 2.5% of the aggregate Offer Price payable for the Hong Kong Offer Shares, out of which they will pay any sub-underwriting commissions. The International Underwriters will receive an underwriting commission at the rate of 2.5% of the aggregate Offer Price payable for the International Placing Shares. Such commissions, together with the Stock Exchange listing fees, the SFC transaction levy, the Stock Exchange trading fee, legal and other professional fees and printing and all other expenses relating to the Global Offering, are currently estimated to be approximately HK\$18.7 million in aggregate (assuming an Offer Price of HK\$0.55 per Offer Share, being the mid-point of the indicative Offer Price range stated in this prospectus) and is payable by our Company.

UNDERWRITERS' INTERESTS IN THE COMPANY

Save for their obligations under the Hong Kong Underwriting Agreement or otherwise disclosed in this prospectus, none of the Hong Kong Underwriters is interested legally or beneficially in any shares of any member of our Group nor has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any member of our Group nor any material interest in the Global Offering.

UNDERWRITING

SPONSOR'S INDEPENDENCE

The Sponsor satisfies the independence criteria applicable to sponsors as set out in Rule 3A.07 of the Listing Rules.

International Placing

International Underwriting Agreement

In connection with the International Placing, our Company expects to enter into the International Underwriting Agreement with, among others, the International Underwriters and other parties named therein. Under the International Underwriting Agreement, the International Underwriters would, subject to certain conditions set out therein, severally agree to purchase the International Placing Shares or procure purchasers for the International Placing Shares. The International Underwriting Agreement is expected to provide that it may be terminated on grounds similar to those provided in the Hong Kong Underwriting Agreement. Potential investors are reminded that in the event that the International Underwriting Agreement is not entered into, the Global Offering will not proceed. It is expected that pursuant to the International Underwriting Agreement, our Company will give undertakings similar to those given pursuant to the Hong Kong Underwriting Agreement, as described in paragraph headed "Undertakings" of this section.