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**PERSONS HAVING NOTIFIABLE INTERESTS UNDER THE SFO**

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So far as the Directors are aware, immediately following the completion of the Share Offer and the Capitalisation Issue (but without taking into account Shares which may be taken up under the Share Offer and any Shares which may be allotted and issued upon the exercise of the Over-allotment Option), the following persons will have an interest or a short position in the Shares and the underlying Shares which would fall to be disclosed to the Company under provisions of Divisions 2 and 3 of Part XV of the SFO, or who will 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 members of the Group other than the Company:

**Long and short positions in the Shares and underlying Shares**

<b>Name of Shareholder</b>	<b>Company/ name of Group member</b>	<b>Capacity/nature of interest</b>	<b>Number and class of securities held (Note 1)</b>	<b>Approximate shareholding percentage (%)</b>
Mr. Yan	The Company	interest in controlled corporation (Note 2)	600,000,000 Shares (L)	75
Ms. Lam	The Company	interest in controlled corporation (Note 2)	600,000,000 Shares (L)	75
Ablaze Rich	The Company	beneficial owner	600,000,000 Shares (L)	75

*Notes:*

1. The letter "L" denotes the person's long position in the Shares of the Company or the relevant Group member.
2. Ablaze Rich is owned as to 51% by Mr. Yan and 49% by Ms. Lam. By virtue of the SFO, each of Mr. Yan and Ms. Lam is taken to be interested in the Shares held by Ablaze Rich.

Save as disclosed herein, the Directors are not aware of any persons who will, immediately following completion of the Share Offer and the Capitalisation Issue (but without taking account of any Shares which may be taken up under the Share Offer and any Shares which may be allotted and issued upon the exercise of the Over-allotment Option), have an interest or a short position in the Shares or underlying Shares which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO, or, will be, directly or indirectly, interested in 10% or more of the nominal value of

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any class of share capital carrying rights to vote in all circumstances at general meetings of any other members of the Group. The Directors are not aware of any arrangement which may at a subsequent date result in a change of control of the Company.

### RESTRICTIONS ON DISPOSAL OF SHARES

Under Rule 10.07(1) of the Listing Rules, the Controlling Shareholders shall not, and procure that the relevant registered holder(s) shall not:

- (a) during the period commencing from the date by reference to which disclosure of the shareholding of the Controlling Shareholders is made in this prospectus and ending on the date which is six months from the Listing Date (the “First Six-Month Period”), 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 or securities of the Company in respect of which they are shown by this prospectus to be the beneficial owners; or
- (b) at any time during the six months commencing on the date on which the First Six-Month Period expires (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 Shares or securities referred to in (a) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, the Controlling Shareholders would cease to be the Company’s controlling shareholder (as defined in the Listing Rules).

Under the Public Offer Underwriting Agreement, each of the Controlling Shareholders has jointly and severally undertaken to and covenanted with the Company, the Sole Sponsor, the Lead Manager and the Public Offer Underwriters that, save as (a) pursuant to the Share Offer or the Stock Borrowing Agreement; or (b) permitted under the Listing Rules and with the prior written consent of the Sole Sponsor and the Lead Manager (on behalf of the Public Offer Underwriters), he/she/it will not, and will procure that none of his/her/its associates or any company controlled by him/her/it or any of his/her/its associates, nominees or trustees holding in trust for him/her/it will:

- (i) at any time during the First Six-Month Period, sell, transfer or otherwise dispose of (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong (“Banking Ordinance”))), or enter into any agreement (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance)) to sell, transfer or dispose of, or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares (or any interest therein) directly or indirectly owned by him/her/it or in which he/she/it is, directly or indirectly, interested immediately after completion of the Share Offer and the Capitalisation Issue or any interest in any shares in any company controlled by him/her/it which is the beneficial owner of any of these Shares, or enter into any swap or other arrangements that transfers the economic consequences of ownership of such Shares or interest, whether any

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of the foregoing transactions or arrangement is to be settled by delivery of such Shares or other securities, in cash or otherwise, or offer or agree to do any of the foregoing or announce any intention to do so, provided that the foregoing restriction shall not apply to any Shares which any of them may acquire or become interested in following the Listing Date (save any Shares returned under the Stock Borrowing Agreement) provided further that any such acquisition would not result in any breach of Rule 8.08 of the Listing Rules; and

- (ii) at any time during the Second Six-Month Period, sell, transfer or otherwise dispose of (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance), or enter into any agreement (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance)) to sell, transfer or dispose of, or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares (or any interest therein) directly or indirectly owned by him/her/it or in which he/she/it is, directly or indirectly, interested immediately after completion of the Share Offer and the Capitalisation Issue or any interest in any shares in any company controlled by him/her/it which is the beneficial owner of any of these Shares, or enter into any swap or other arrangements that transfer the economic consequences of ownership of such Shares or interest, whether any of the foregoing transactions or arrangement is to be settled by delivery of such Shares or other securities, in cash or otherwise, or offer or agree to do any of the foregoing or announce any intention to do so, if, immediately following such action, the Controlling Shareholders, when taken together, would cease to be a group of controlling shareholders (as defined in the Listing Rules) of the Company.

Each of the Controlling Shareholders has also undertaken to the Company and the Stock Exchange that, during the period commencing on the date by reference to which disclosure of his/her/its shareholding in the Company is made in this prospectus and ending on the date which is the 12 months from the Listing Date, he/she/it will:

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

Under Note (3) to Rule 10.07(2) of the Listing Rules, the Company is required to inform the Stock Exchange as soon as practicable after it has been informed of the matters referred to in (1) or (2) above by any of the Controlling Shareholders and disclose such matters by way of an announcement in compliance with the Listing Rules.

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Under the Public Offer Underwriting Agreement, each of the Controlling Shareholders has jointly and severally undertaken to and covenanted with the Company and each of the Sole Sponsor, the Lead Manager and the Public Offer Underwriters that, without prejudice to the non-disposal undertakings under the Public Offer Underwriting Agreement as referred to above, during the period commencing on the date by reference to which disclosure of his/her/its direct or indirect shareholding in the Company is made in this prospectus and ending on the date which is 12 months after the Listing Date:

- (i) when he/she/it pledges or charges or otherwise creates any rights of encumbrances over any Shares or other securities of the Company or those of Ablaze Rich beneficially owned by him/her/it in favour of an authorised institution pursuant to note (2) to Rule 10.07(2) of the Listing Rules, he/she/it shall immediately inform the Company, the Sole Sponsor and the Lead Manager (on behalf of the Public Offer Underwriters) of such pledge or charge or creation of the rights of encumbrances together with the number of securities so pledged and charged and all other information as requested by the Company, the Sole Sponsor and/or the Lead Manager (on behalf of the Public Offer Underwriters); and
- (ii) subsequent to the pledge or charge or creation of rights or encumbrances over the Shares (or interest therein) or other shares or interests as mentioned in (i) above, when he/she/it receives indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged or encumbered securities as referred to in (i) above will be disposed of, he/she/it shall immediately inform the Company, the Sole Sponsor and the Lead Manager (on behalf of the Public Offer Underwriters) of such indications.