
UNDERWRITING

HONG KONG UNDERWRITERS

Joint Lead Managers

Merrill Lynch Far East Limited
UBS AG, Hong Kong Branch
CITIC Securities Corporate Finance (HK) Limited

Co-Lead Managers

Guotai Junan Securities (Hong Kong) Limited
Mizuho Securities Asia Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Underwriting Agreement, we are initially offering 75,000,000 Public Offer Shares for subscription by the public in Hong Kong on and subject to the terms and conditions of this prospectus and the Application Forms at the Offer Price. Subject to the Listing Committee of the Hong Kong Stock Exchange granting listing of, and permission to deal in, the shares in issue and to be issued as mentioned herein, and to certain other conditions set out in the Hong Kong Underwriting Agreement (including the Joint Bookrunners (on behalf of the Underwriters) and us agreeing to the Offer Price), the Hong Kong Underwriters have agreed severally and not jointly to subscribe or procure subscribers for their respective applicable proportions of the Public Offer Shares which are being offered but are not taken up under the Public Offering on and subject to the terms and conditions of this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Purchase Agreement having been signed and becoming unconditional.

Grounds for Termination

The majority of the Joint Lead Managers (on behalf of themselves and the Hong Kong Underwriters) may terminate the Hong Kong Underwriting Agreement jointly with immediate effect by written notice to our Company at any time at or prior to 8:00 a.m. on the Listing Date if:

- (a) there shall develop, occur, exist or come into effect:
 - (i) any event or circumstance in the nature of force majeure (including, without limitation, any acts of government, declaration of a national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak of infectious disease, economic sanctions, strikes, lock-outs, fire, explosion, flooding, earthquake, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism) in or affecting Hong Kong, the PRC, the United States, the United Kingdom, any member of the European

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Union, Japan, Bermuda, Gabon or any other jurisdiction relevant to any member of the Group or the Global Offering (collectively, the “Relevant Jurisdictions”); or

- (ii) any change, or any development involving a prospective change (whether or not permanent), or any event or circumstance likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, fiscal, regulatory, currency, credit or market conditions (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, investment markets, the interbank markets and credit markets) in or affecting any of the Relevant Jurisdictions; or
- (iii) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Shanghai Stock Exchange; or
- (iv) a suspension or material limitation (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in any securities of our Company or of any other member of our Group listed or quoted on a stock exchange or an over-the-counter market; or
- (v) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at Federal or New York State level or other competent Authority), London, the PRC, Bermuda, Gabon, Japan, or any other Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any of those places or jurisdictions; or
- (vi) any new law, or any change or any development involving a prospective change or any event or circumstance likely to result in a change or a development involving a prospective change in (or in the interpretation or application by any court or other competent authority of) existing laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (vii) the imposition of economic sanctions, or the withdrawal of trading privileges, directly or indirectly, by, or for, any of the Relevant Jurisdictions; or
- (viii) a change or development involving a prospective change in or affecting taxation or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (ix) save as disclosed in this prospectus, any Proceedings (as defined in Hong Kong Underwriting Agreement) of any third party being threatened or instigated against any member of the Group; or
- (x) a Director being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or

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- (xi) an authority or a political body or organization in any relevant jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any Director; or
- (xii) save as disclosed in this prospectus, a contravention by any member of our Group of the Listing Rules or applicable laws; or
- (xiii) a prohibition on our Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including the Shares to be issued pursuant to the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiv) non-compliance of this prospectus (or any other documents used in connection with the contemplated offer and sale of the Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable laws; or
- (xv) the issue or requirement to issue by the Company of any supplement or amendment to this prospectus (or to any other documents used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance or the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or
- (xvi) save as disclosed in this prospectus, 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;
- (xvii) an order or petition for the winding up of any member of our Group or any composition or arrangement made by any member of our Group with its creditors or a scheme of arrangement entered into by any member of our Group or any resolution for the winding-up of any member of our Group (save in the case of a member voluntarily winding up) or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of our Group or anything analogous thereto occurring in respect of any member of our Group; or
- (xviii) any change or development or event involving a prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” this prospectus.

which, individually or in the aggregate, in the sole opinion of the Joint Lead Managers (after consultation with our Company) (1) has or will have or is likely to have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of our Group as a whole; or (2) has or will have or is likely to have a material adverse effect on the success of the Global Offering or the level of applications under the Public Offering or the level of interest under the International Offering (including the Preferential Offering); or (3) makes or will make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering; or (4) has or will have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

(b) there has come to the notice of the Joint Lead Managers:

- (i) that any statement contained in the Public Offering Documents, Preferential Offering Documents, and/or in any notices, announcements, advertisements, communications or

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other documents issued or used by or on behalf of our Company in connection with the Public Offering and Preferential Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, misleading or breached in any respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Public Offering Documents, Preferential Offering Documents, and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of our Company in connection with the Public Offering (including any supplement or amendment thereto) and Preferential Offering is not fair and honest and based on reasonable assumptions; or

- (ii) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the this prospectus, constitute an omission from any of the Public Offering Documents, Preferential Offering Documents, and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of our Company in connection with the Public Offering (including any supplement or amendment thereto) and Preferential Offering; or
 - (iii) any breach of any of the obligations imposed upon any party to the Hong Kong Underwriting Agreement or the International Purchase Agreement (other than upon any of the Hong Kong Underwriters or the International Underwriters); or
 - (iv) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties as defined in the Hong Kong Underwriting Agreement; or
 - (v) any material adverse change or development involving a prospective adverse change in the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of; or
 - (vi) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the Warranties as defined in the Hong Kong Underwriting Agreement; or
 - (vii) approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares to be issued or sold (including any additional Shares that may be issued or sold pursuant to the exercise of the Over-allotment Option) under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
 - (viii) the Company withdraws the this prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (c) any person (other than the Joint Sponsors) has withdrawn or is subject to withdraw its consent to being named in any of the Public Offering Documents or to the issue of any of documents regarding the Public Offering.

Undertakings

Pursuant to Rule 10.08 of the Hong Kong Listing Rules, except pursuant to the Global Offering or any issue of shares or securities in compliance with Rules 10.08(1) to (4) of the Listing Rules, our

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Company will not, at any time within six months from the Listing Date, issue any shares or other securities convertible into equity securities of our Company or enter into any agreement or arrangement to issue such shares or securities (whether or not such issue of shares or securities will be completed within six months from the Listing Date).

Pursuant to the Hong Kong Underwriting Agreement, we have undertaken to the Joint Lead Managers and the Hong Kong Underwriters, except pursuant to the Global Offering (including pursuant to the Over-allotment Option) or the grant of options and the exercise of the subscription rights attaching to the options that may be granted under the Stock Option Scheme, during the period commencing on the date of this prospectus and ended on the date which is within 12 months from the Listing Date, we will not without the prior written consent of the Joint Lead Managers (on behalf of itself and the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules (and only after the consent of the relevant PRC authorities (if so required) has been obtained):

- (i) offer, accept subscription for, pledge, issue, sell, lend, mortgage, assign, charge, contract to allot, issue or sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any options, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any of its share capital or other securities 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 such share capital); or
- (ii) enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of any share capital or securities or any interest therein; or
- (iii) offer to or agree to do any of the foregoing or announce any intention to do so,

whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not such issue of Shares or securities will be completed within such period), and in the event of our Company doing any of the foregoing by virtue of the aforesaid exceptions, our Company will take all reasonable steps to ensure that any such act will not create a disorderly or false market for any Shares or other securities of our Company.

Pursuant to Rule 10.07(1) of the Listing Rules, the controlling shareholders have irrevocably and unconditionally undertaken to the Hong Kong Stock Exchange that they, without the prior written consent of the Hong Kong Stock Exchange or unless otherwise in compliance with applicable requirements of the Listing Rules, will not and will procure that the registered holders controlled by it will not:

- (i) in the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ended on the date which is six months from the Listing Date, dispose of, or enter into any agreement to dispose of, or otherwise create any options, rights, interests or encumbrances in respect of, any of our shares in respect of which it is shown by this prospectus to be the beneficial owner; and
- (ii) during the period of six months commencing on the date on which the period referred to above expires, dispose of, or 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 the immediately preceding paragraph (i) if, immediately following such disposal or upon the exercise or

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enforcement of such options, rights, interests or encumbrances, it would cease to be a controlling shareholder of our Company.

The controlling shareholders have further undertaken to each of our Company, the Joint Lead Managers and the Hong Kong Underwriters that they will not, without the prior written consent of the Joint Lead Managers (on behalf of itself and the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (i) at any time during the period commencing on the date of this prospectus and ended on the date which is 12 months from the Listing Date, offer, pledge, charge, sell, 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, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, any of the share capital, debt capital or other securities of our Company or any interest therein held by it (including, but not limited to any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, any such share capital or other securities of our Company or any interest therein) or enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such share capital, whether any of the foregoing transactions 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; and
- (ii) in the event of a disposal by it of any of the share capital of our Company or any interest therein thereafter it will ensure that such a disposal will not create a disorderly or false market for the Shares or other securities of our Company.

Our Company has agreed to indemnify the Joint Lead Managers and 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 any of us of the Hong Kong Underwriting Agreement.

Hong Kong Underwriters' Interest in Our Company

Save for its obligations under the Hong Kong Underwriting Agreement, none of the Hong Kong Underwriters has any shareholding interests in our Company or any other member of our Company or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company or any member of our Group.

International Offering

In connection with the International Offering, it is expected that we will enter into the International Purchase Agreement with the Joint Bookrunners and the International Underwriters on the Price Determination Date. Under the International Purchase Agreement, the International Underwriters would, subject to certain conditions, severally and not jointly, agree to purchase the International Offer Shares being offered pursuant to the International Offering or to procure subscribers to subscribe for or purchasers to purchase, or failing which to subscribe for or purchase themselves, their respective applicable proportions of the International Offer Shares being offered pursuant to the International Offering which are not taken up under the International Offering.

Our Company will grant to the International Underwriters the Over-allotment Option, exercisable by the Joint Bookrunners on behalf of the International Underwriters during the 30 day period after

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the last day for lodging applications under the Public Offering to require us to issue up to an aggregate of 112,500,000 additional Shares, representing in aggregate approximately 15% of the new Shares initially available under the Global Offering.

We will agree to indemnify the International Underwriters against certain liabilities, including liabilities under the U.S. Securities Act.

Total Commission and Expenses

Assuming an Offer Price of HK\$2.425 per Offer Share (being the midpoint of the indicative offer price range of HK\$2.10 to HK\$2.75 per Offer Share), the aggregate commissions and fees, together with Hong Kong Stock Exchange listing fees, SFC transaction levy, Hong Kong Stock Exchange trading fee, legal and other professional fees and printing and other expenses relating to the Global Offering, are estimated to amount in aggregate to approximately HK\$157.7 million (assuming the Over-Allotment Option is not exercised). Such commissions, fees and expenses are payable by us.

The Hong Kong Underwriters will receive an estimated underwriting commission of 2.5% of the Offer Price of the Public Offer Shares initially offered under the Public Offering, out of which they will pay any sub-underwriting commission. In addition, our Company may also pay one or more of the Joint Bookrunners an additional incentive fee of up to 0.7% of the Offer Price of the total Offer Shares offered by our Company under the Global Offering. For unsubscribed Public Offer Shares reallocated to the International Offering, we will pay an underwriting commission at the rate applicable to the International Offering and such commission will be paid to the Joint Bookrunners and the relevant International Underwriters (but not the Hong Kong Underwriters).