

UNDERWRITING

HONG KONG UNDERWRITERS

Joint Sponsors

BNP Paribas Capital (Asia Pacific) Limited
BOCOM International (Asia) Limited

Joint Lead Managers

BNP Paribas Capital (Asia Pacific) Limited
BOCOM International Securities Limited
GF Securities (Hong Kong) Brokerage Limited
Oriental Patron Securities Limited

INTERNATIONAL UNDERWRITERS

Sole Global Coordinator

BNP Paribas Capital (Asia Pacific) Limited

Joint Bookrunners

BNP Paribas Capital (Asia Pacific) Limited
BOCOM International Securities Limited
GF Securities (Hong Kong) Brokerage Limited

Joint Lead Managers

BNP Paribas Capital (Asia Pacific) Limited
BOCOM International Securities Limited
GF Securities (Hong Kong) Brokerage Limited
Oriental Patron Securities Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

We are initially offering 52,500,000 Hong Kong Offer Shares (subject to adjustment) for subscription by way of Hong Kong Public Offering on and subject to the terms and conditions of this prospectus and the Application Forms and an aggregate of 472,500,000 International Offer Shares (subject to adjustment and the Over-allotment Option) for subscription by way of International Offering on and subject to the terms and conditions of this prospectus.

Subject to (i) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares to be issued, and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have severally agreed to apply or procure applications, on the terms and conditions of this prospectus and the related Application Forms, for the Hong Kong Offer Shares now being offered and which are not taken up under the Hong Kong Public Offering.

Grounds for termination

The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares will be subject to termination by notice in writing from the Joint

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Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) to our Company and our Controlling Shareholders if any of the following events occur prior to 8:00 a.m. on the Listing Date:

- (1) there has come to the notice of the Joint Bookrunners:
 - (i) that any statement contained in this prospectus, the Application Forms, the formal notice, any announcement and/or WPIP issued by or on behalf of the Company in relation to the Global Offering (the “**Offer Documents**”) (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate or misleading in any material respect or that any expression of opinion, intention or expectation expressed in any Offer Documents issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto) is not fair and honest and based on reasonable assumptions with reference to the facts and circumstances then subsisting; or
 - (ii) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of this prospectus, constitute a material misstatement or omission therefrom; or
 - (iii) any breach of any of the obligations imposed upon any party (other than any of the Sole Global Coordinator, the Joint Bookrunners or the Hong Kong Underwriters) to the Hong Kong Underwriting Agreement or the International Underwriting Agreement (other than on the part of any of the Underwriters); or
 - (iv) any event, act or omission which gives or is likely to give rise to any liability of any of our Controlling Shareholders or of us pursuant to the indemnification provisions in the Hong Kong Underwriting Agreement which liability has or is likely to have a material adverse effect on the business or financial or trading position of our Group as a whole; or
 - (v) any material adverse change or development involving a prospective material adverse change in the conditions, assets, liabilities, business affairs, prospects, profits, losses or the financial or trading position or performance of our Group as a whole; or
 - (vi) any breach of any of the warranties under the Hong Kong Underwriting Agreement; or
 - (vii) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in the Shares in issue, 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 and the Capitalization Issue, is refused or not granted, other than subject to customary conditions, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
 - (viii) we withdraw any of the prospectus, the Application Forms or the Global Offering; or

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- (ix) any person (other than any of the Sole Global Coordinator, the Joint Bookrunners and the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to being named in any of the Offer Documents or to the issue of any of the Offer Documents; or
- (2) there shall develop, occur, 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, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, earthquake, nuclear leakage, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases or epidemics, including, without limitation, Severe Acute Respiratory Syndrome, avian influenza (H5N1), swine influenza (H1N1) or related or mutated forms, or interruption or delay in transportation in or affecting Hong Kong, the PRC, the United States, Japan, Singapore, the Cayman Islands, the British Virgin Islands (each a “**Relevant Jurisdiction**”); or
 - (ii) any change or development involving a prospective change, or any event or series of events likely to result in any change or development involving a prospective change, in local, regional, national, international, financial, economic, political, military, industrial, fiscal, regulatory, currency or market conditions (including without limitation any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Tokyo Stock Exchange, the London Stock Exchange, or a material fluctuation in the exchange rate of the Hong Kong dollar against any foreign currency, or any interruption in monetary or trading or securities settlement or clearance services or procedures in or affecting any Relevant Jurisdiction); or
 - (iii) any new law or regulations or 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 any Relevant Jurisdiction; or
 - (iv) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary of Hong Kong and/or the Hong Kong Monetary Authority or otherwise), New York (imposed at the United States federal or New York state level or otherwise), Japan (declared or imposed by authorities) or the PRC (declared or imposed by authorities) or a material disruption in commercial banking or securities settlement or clearance services in any Relevant Jurisdiction; or
 - (v) the imposition of economic sanctions, in whatever form, directly or indirectly, by or for or on any of Relevant Jurisdiction; or
 - (vi) a change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment laws or regulations in any Relevant Jurisdiction or affecting an investment in the Shares; or

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- (vii) any change or development involving a prospective change in relation to, or a materialization of, any of the risks set out in the section headed “Risk Factors” in this prospectus; or
- (viii) any litigation or claim of any third party being threatened or instigated against any member of our Group, or any Controlling Shareholder or any executive Director; or
- (ix) an executive Director or independent non-executive 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
- (x) the chairman or chief executive officer of the Company vacating his office; or
- (xi) the commencement by any governmental, regulatory or political body or organization of any public action against an executive Director or independent non-executive Director in his or her capacity as such or an announcement by any governmental, regulatory or political body or organization that it intends to take any such action; or
- (xii) a contravention by any member of our Group of the Companies Ordinance or any of the Listing Rules or any other applicable laws or regulations; or
- (xiii) a prohibition on the Company for whatever reason from allotting the Offer Shares (including the Over-allotment Shares) pursuant to the terms of the Global Offering; or
- (xiv) non-compliance of this prospectus, the Application Forms, formal notice, any announcement and/or WPIP with the Listing Rules or any other applicable laws or regulations; or
- (xv) other than with the approval of the Joint Bookrunners, the issue or requirement to issue by us of a supplementary prospectus 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; or
- (xvi) 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; or
- (xvii) any loss or damage sustained by our Group (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (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 to take over all or part of the material assets or undertaking of any member of our Group or anything analogous thereto occurs in respect of any member of our Group,

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which in each case or in aggregate in the sole opinion of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters):

- (a) is or will or could be expected to have a material adverse effect on the general affairs, management, business, financial, trading or other condition or prospects or risks of our Company or our Group or any member of our Group or on any present or prospective shareholder in his, her or its capacity as such; or
- (b) has or will have or could be expected to have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (c) makes it inadvisable, inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering or to deliver the Offer Shares on the terms and in the manner contemplated by this prospectus.

Undertakings

Undertakings by us

Pursuant to Rule 10.08 of the Listing Rules, we have undertaken to the Stock Exchange that no further Shares or securities convertible into our equity securities (whether or not of a class already listed) will be issued or form the subject of any agreement to such an issue within six months from the date on which Shares first commence dealing on the Stock Exchange (whether or not such issue of Shares will be completed within six months from the commencement of dealing), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules.

We have further undertaken to each of the Sole Global Coordinator, the Joint Bookrunners, the Joint Sponsors and the Hong Kong Underwriters pursuant to the Hong Kong Underwriting Agreement that, and each of our Controlling Shareholders has undertaken to procure that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option), the Capitalization Issue and the exercise of the options which may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme or with the prior written consent of the Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules, we will not allot or issue, or agree to allot or issue, Shares or other securities of our Company (including warrants or 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 or repurchase Shares or other securities of our Company (except for the Shares repurchased pursuant to the repurchase mandate granted by our Shareholders to our Directors, details of which are set forth in the section headed “A. Further Information about Our Group — 7. Repurchases of our Shares in Appendix VII to this prospectus) or enter into any swap or other arrangement that transfers, in whole or in part, any of the economic consequence of ownership of any Shares or offer to or agree to do any of the foregoing or announce any intention to do so during the six months immediately following the Listing Date and in the event of our Company doing any of the foregoing by virtue of the aforesaid exceptions or during the period of six months immediately following the expiry of the first six months period after the Listing Date, we will take all reasonable steps to ensure that

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any such act will not create a disorderly or false market for any Shares or other securities of our Company.

Undertakings by our Controlling Shareholders

Each of our Controlling Shareholders has respectively undertaken to us and the Sole Global Coordinator, the Joint Bookrunners and the Joint Sponsors that, except pursuant to the Over-allotment Option and the stock borrowing arrangement to be entered into between Zall Investment Holding and the Stabilizing Manager or its agent;

- (1) they will comply with all the applicable restrictions and requirements under the Listing Rules on the disposal by them, or by any registered holder on their behalf, of any Shares or other securities of our Company in respect of which they are, or are shown in the prospectus to be, the beneficial owner (directly or indirectly);
- (2) at any time during the period commencing from the date of the Hong Kong Underwriting Agreement, and ending on the date which is six months from the Listing Date (the **"First Six-Month Period"**), unless with the written consent of the Joint Bookrunners and in compliance with the Listing Rules, it/he shall not directly or indirectly, and shall procure that none of their associates or companies controlled by them or any nominee or trustee holding in trust for them shall, (a) 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, any of the Shares or any securities convertible into or exercisable or exchangeable for, or that represent the right to receive, any such Shares or such securities; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Shares, whether any of the foregoing transactions is to be settled by delivery of such Shares or such other securities, in cash or otherwise; or (c) agree (conditionally or unconditionally) to enter into or effect any transaction with the same economic effect as any of the transactions referred to in paragraphs (a) or (b) above; or (d) announce any intention to enter into or effect any of the transactions referred to in paragraphs (a), (b) or (c) above, provided that the restriction shall not apply to any pledge or charge of Shares by our Controlling Shareholders in favor of an authorized institution as defined in the Banking Ordinance (Chapter 155 of the laws of Hong Kong) for a bona fide commercial loan; and
- (3) they will take all reasonable steps to ensure that any disposal of Shares or any interest therein during the period of six months commencing on the date on which the First Six-Month period expires (the **"Second Six-Month Period"**) by them or by any of their respective associates or companies controlled by them or any nominee or trustee holding in trust for them shall not create a disorderly or false market for the Shares.

Undertakings by our Controlling Shareholders pursuant to Rule 10.07 of the Listing Rules

Pursuant to Rule 10.07 of the Listing Rules, each of our Controlling Shareholders has respectively undertaken to us and to the Stock Exchange that he or it will not, and shall procure that the relevant registered holder will not, without the prior written consent of the

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Stock Exchange or unless otherwise in compliance with applicable requirements of the Listing Rules:

- (a) in the First Six-Month Period, they shall not 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 Shares in respect of which they are respectively shown in this prospectus to be the beneficial owner; and
- (b) in the Second Six-Month Period, they shall not 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 Shares in respect of which they are respectively shown in this prospectus to be the beneficial owner if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, they would cease to be a controlling shareholder (as defined in the Listing Rules) of us.

Note (2) of Rule 10.07 of the Listing Rules provides that Rule 10.07 of the Listing Rules does not prevent a controlling shareholder from using securities of the issuer beneficially owned by him as security (including a charge or a pledge) in favor of an authorized institution as defined in the Banking Ordinance (Chapter 155 of the laws of Hong Kong) for a bona fide commercial loan.

Further, pursuant to Rule 10.07 of the Listing Rules, our Controlling Shareholders have undertaken to us and to the Stock Exchange that, during the First Six-month Period and the Second Six-month Period, they will:

- (a) when any of them pledges or charges any securities beneficially owned by any of them in favor of an authorized institution (as defined in the Banking Ordinance) for a bona fide commercial loan pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform us in writing of such pledge or charge together with the number of Shares so pledged or charged; and
- (b) when any of them receive indications, whether verbal or written, from the pledgee or chargee that any of the pledged or charged securities will be disposed of, immediately inform us in writing of such indications.

International Offering

International Underwriting Agreement

In connection with the International Offering, it is expected that we will enter into the International Underwriting Agreement with the International Underwriters, on terms and conditions that are substantially similar to the Hong Kong Underwriting Agreement as described above and on the additional terms described below. Under the International Underwriting Agreement, the International Underwriters will severally agree to subscribe or procure subscribers for the International Offer Shares being offered pursuant to the International Offering.

We intend to grant to the Joint Bookrunners the Over-allotment Option which is exercisable within 30 days from the last date for lodging of applications under the Hong Kong Public Offering. Pursuant to the Over-allotment Option, we may be required to allot and issue

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up to an aggregate of 78,750,000 additional Shares at the Offer Price to, among other things, cover over-allocations in the International Offering.

Commissions and Expenses

The Underwriters will receive a gross commission in the amount equivalent to 2.5% of the gross proceeds from the Global Offering in respect of all the Offer Shares initially offered under the Global Offering, out of which they will pay any sub-underwriting commission. We may also in our sole discretion pay the Joint Bookrunners or any or all of the Underwriters an additional incentive fee of up to 0.75% of the gross proceeds in respect of all the Offer Shares issued by us under the Global Offering (including pursuant to the exercise of the Over-allotment Option).

The aggregate commission, including the incentive fees (if paid in full), together with the Stock Exchange listing fees, the Stock Exchange trading fee, the SFC transaction levy, legal and other professional fees, printing and other expenses relating to the Global Offering, which are currently estimated to be about HK\$70 million in aggregate (based on an Offer Price of HK\$3.23 per Offer Share, being the mid-point of the stated range of the Offer Price between HK\$2.89 and HK\$3.57 per Offer Share), is to be borne by our Company.

Hong Kong Underwriters' Interests in Our Company

Save as disclosed in this prospectus and other than pursuant to the Hong Kong Underwriting Agreement, none of the Hong Kong Underwriters has any shareholding in any member of our Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

Restrictions on Offer of the Offer Shares

The Hong Kong Offer Shares are offered solely on the basis of the information contained and representations made in this prospectus and the Application Forms, and on the terms and subject to the conditions set out in this prospectus and the Application Forms. No action has been taken to permit a public offering of the Offer Shares or the distribution of this prospectus in any jurisdiction other than Hong Kong. This prospectus may not be used for the purpose of, and does not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation.

The offering of the International Offer Shares under the International Offering will be made pursuant to an offering circular. The distribution of the offering memorandum and the offer of the International Offer Shares may be restricted by law in certain jurisdictions. Persons into whose possession the offering circular or any of the International Offer Shares come are required to inform themselves about and to observe any such restrictions. The offering circular contains a description of certain restrictions on the offering of the International Offer Shares under the International Offering.