
UNDERWRITING

HONG KONG UNDERWRITERS

Joint Lead Managers

UBS AG, Hong Kong Branch

China International Capital Corporation Hong Kong Securities Limited

J.P. Morgan Securities (Asia Pacific) Limited

Co-Managers

Pacific Foundation Securities Limited

China Merchants Securities (HK) Co., Limited

Haitong International Securities Company Limited

INTERNATIONAL UNDERWRITERS

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UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

Pursuant to the Hong Kong Public Offering, our Company is offering 87,000,000 Hong Kong Offer Shares for subscription by the public in Hong Kong on, and subject to, the terms and conditions set out in this prospectus and the Application Forms.

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Subject to:

- the Listing Committee of the Hong Kong Stock Exchange granting listing of, and permission to deal in, our Shares in issue and to be issued as mentioned in this prospectus (subject only to allotment and/or dispatch of share certificates) and such listing and permission not subsequently being revoked; and
- certain other conditions set out in the Hong Kong Underwriting Agreement (including but not limited to the Offer Price being agreed upon between us and the Joint Global Coordinators (on behalf of the Underwriters)),

the Hong Kong Underwriters have agreed severally, and not jointly, to subscribe for, or procure subscribers for, the Hong Kong Offer Shares which are being offered but are not taken up under the Hong Kong Public Offering, on the terms and conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement. If, for any reason, the Offer Price is not agreed between us and the Joint Global Coordinators, on behalf of the Underwriters, the Global Offering will not proceed.

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

Grounds for termination

The obligation of the Hong Kong Underwriters to subscribe for, or to procure subscribers for, the Hong Kong Offer Shares is subject to termination by notice in writing to us from the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, prior to 8:00 a.m. on the Listing Date:

- there shall develop, occur or come into effect:
 - (i) any event or series of events 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, European Union (or any member state thereof), Zambia or the Katanga province of the DRC (each a “Relevant Jurisdiction”); or
 - (ii) any change, or any development involving a prospective change, or any event or series of events or circumstance likely to result in any change or development involving a prospective change, in any 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, the interbank markets and credit markets) in or affecting any Relevant Jurisdiction, including any event which involves one or more members of the European Union announcing, voluntarily or compulsorily, its or their intention to leave the Economic and Monetary Union of the European Union; or
 - (iii) any blanket moratorium, suspension or unusual restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on

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trading in securities generally on the Hong Kong Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or

- (iv) any general moratorium on commercial banking activities in any of the Relevant Jurisdictions declared by the relevant authorities, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or
- (v) 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 or any Relevant Jurisdiction; or
- (vi) the imposition of economic sanctions, in whatever form, directly or indirectly, by the United States or the European Union (or any member state thereof) on any of the Relevant Jurisdictions; or
- (vii) 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 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 devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies), or the implementation of any exchange control, in any Relevant Jurisdiction; or
- (viii) any litigation or claim of any third party being threatened or instigated against any member of the Group; or
- (ix) 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
- (x) the chairman or president of the Company vacating his or her office; or
- (xi) an authority or a political body or organization (for the avoidance of doubt, excluding Human Rights Watch and other similar profit or non-profit organizations of a social, non-political and/or non-governmental nature) in any Relevant Jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or Director; or
- (xii) a contravention by any member of the Group of the Listing Rules or applicable laws; or
- (xiii) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including any Shares to be issued or sold pursuant to the exercise of the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (xiv) non-compliance of the 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 by any member of the Group, the Directors or the Controlling Shareholders; or
- (xv) the issue or requirement to issue by the Company of any supplement or amendment to the prospectus (or to any other documents used in connection with the contemplated offer and

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sale of the Shares) pursuant to the Companies Ordinance or the Listing Rules or any requirement or request of the Hong Kong Stock Exchange and/or the SFC; or

- (xvi) an order or petition for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group,

which, individually or in the aggregate, in the sole opinion of the Joint Global Coordinators after consultation with the Company (but whose consent or consensus shall not be required to be obtained by the Joint Global Coordinators in such determination), (1) has or will have or may have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, financial position or otherwise, or performance of the Group as a whole; or (2) has or will have or may 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 (3) makes or will make or may make it inadvisable or impracticable for the Global Offering to proceed or to market the Global Offering; or (4) has or will have or may 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

- there has come to the notice of the Joint Global Coordinators:
 - (i) that any statement contained in any of the prospectus, the Application Forms and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect in any material respect or misleading, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the prospectus and the Application Forms and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) 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 prospectus, constitute a material omission from any of the prospectus, the Application Forms and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto); or
 - (iii) any breach of any of the obligations imposed upon any party to the Hong Kong Underwriting Agreement or the International Underwriting 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 Party (as defined in the Hong Kong Underwriting Agreement) under the indemnities in the Hong Kong Underwriting Agreement; or

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- (v) any 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 any member of the Group or the Group as a whole; or
- (vi) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the Warranties; or
- (vii) approval by the Listing Committee of the Hong Kong Stock Exchange of the listing of, and permission to deal in, the Shares to be issued or sold (including any Shares to 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 prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering.

Listing Rules obligations

Pursuant to Rule 10.08 of the Listing Rules, no further Shares or securities convertible into equity securities (whether or not of a class already listed) may be issued by our Company, or form the subject of any agreement to such an issue within six months from the Listing Date (whether or not such issue of Shares or securities will be completed within six months from the commencement of dealing) subject to certain exceptions as stated in Rules 10.08(1) to 10.08(4) of the Listing Rules.

Undertakings by the Company

Our Company has undertaken to the Hong Kong Stock Exchange that no further Shares or securities convertible into 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 Hong Kong Stock Exchange (whether or not such issue of Shares will be completed within six months from the commencement of dealing), except for the issue of Shares, the listing of which has been approved by the Hong Kong Stock Exchange, pursuant to a share option scheme or similar arrangement under Chapter 17 of the Listing Rules, or any capitalization issue, capital reduction or consolidation or sub-division of Shares.

We have undertaken to each of the Joint Global Coordinators, the Hong Kong Underwriters and the Joint Sponsors that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option), during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on the date which is six months after the Listing Date (the "First Six-month Period"), we will not, and to procure each other member of our Group will not, without the prior written consent of the Joint Sponsors and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or

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any shares, capital or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares or capital of such other member of our Group, as applicable), or deposit any Shares or other securities of the Company or any shares, capital or other securities of such other member of the Group, as applicable, with a depositary in connection with the issue of depositary receipts; or

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company or any shares, capital or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares or capital of such other member of the Group, as applicable); or
- enter into any transaction with the same economic effect as any of the foregoing transactions; or
- offer to or agree to or announce any intention to effect any of the above,

in each case, whether any of the foregoing transactions is to be settled by delivery of Shares or other securities of the Company or shares, capital or other securities of such other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-month Period).

In the event that, during the period of six months commencing on the date on which the First Six-month Period expires (the “Second Six-Month Period”), our Company enters into any of the foregoing transactions or offers to or agrees to or announces any intention to effect any such transaction, our Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company.

Undertakings by our Controlling Shareholder

Our ultimate Controlling Shareholder, CNMC, has undertaken to the Hong Kong Stock Exchange that, except pursuant to the Global Offering (including the Over-allotment Option and the Stock Borrowing Agreement), (i) it shall not and shall procure that the relevant registered holder of the Shares in which it has a beneficial interest shall not, without the prior written consent of the Hong Kong Stock Exchange or unless otherwise in compliance with the requirements of the Listing Rules, at any time during the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ending on the date which is six months from the Listing Date, dispose of any of the Shares in respect of which it is shown by this prospectus to be the beneficial owner nor will it enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of such Shares; and (ii) it shall not and shall procure that the relevant registered holder shall not, without the prior written consent of the Hong Kong Stock Exchange or unless otherwise in compliance with the requirements of the Listing Rules, at any time during the period of six months from the date on which the period referred to in paragraph (i) above expires, 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, it would then cease to be a controlling shareholder (as defined in the Listing Rules) of our Company.

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Our Controlling Shareholders have undertaken to the Joint Global Coordinators, the Joint Sponsors and the Hong Kong Underwriters that, except as disclosed herein, it will not, without the prior written consent of the Joint Sponsors and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules or pursuant to any stock borrowing agreement:

- it will not, at any time during the First Six-Month Period, (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other securities of the Company with a depository in connection with the issue of depository receipts, 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 any Shares or other securities of the Company or any interest therein in (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or (iii) enter into any transaction with the same economic effect as any of the foregoing transactions, or (iv) offer to or agree to or announce any intention to effect any of the foregoing transactions, in each case, whether any of the foregoing transactions is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period);
- it will not, during the Second Six-Month Period, (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other securities of the Company with a depository in connection with the issue of depository receipts, 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 any Shares or other securities of the Company or any interest therein in (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or (iii) enter into any transaction with the same economic effect as any of the foregoing transactions or (iv) offer to or agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or encumbrance pursuant to such transaction, it will cease to be a “controlling shareholder” (as the term is defined in the Listing Rules) of the Company, and until the expiry of the Second Six-Month Period, in the event that it enters into any of the foregoing transactions or agrees to or announce any intention to effect any such transaction, it will take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company.

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Our ultimate Controlling Shareholder, CNMC, has further undertaken to the Hong Kong Stock Exchange and our Company that it will, at any time commencing on the date by reference to which disclosure of its shareholdings is made in this prospectus up to and including the date falling 12 months after the Listing Date, immediately inform us of:

- any pledges or charges of any of the securities in our Company beneficially owned by it in favor of any authorized institution pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, and the number of such securities so pledged or charged; and
- any indication received by it, either verbal or written, from any pledgee or chargee of any of the pledged or charged securities that any of such securities will be disposed of.

We will also inform the Hong Kong Stock Exchange as soon as we have been informed of the above matters (if any) by our Controlling Shareholders and disclose such matters by way of a press notice which is published in accordance with applicable rules as soon as possible after being so informed by our Controlling Shareholders.

Our Controlling Shareholders have further undertaken to the Joint Sponsors and the Joint Global Coordinators that it will, at any time within the period commencing on the date of the registration of the Hong Kong Prospectus and ending on the date which is 12 months after the Listing Date:

- upon any pledge or charge in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) of any Shares or securities or interests in the Shares or securities of our Company beneficially owned by it for a bona fide commercial loan, immediately inform our Company and the Joint Global Coordinators in writing of such pledge or charge together with the number of Shares or securities so pledged or charged; and
- upon any indication received by it, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or securities or interests in the Shares or securities of the Company will be disposed of, immediately inform our Company and the Joint Global Coordinators in writing of such indications,

and our Company agrees and undertakes to the Joint Global Coordinators, the Joint Sponsors and each of the Hong Kong Underwriters, that, upon receiving such information in writing from the Controlling Shareholder, it shall, as soon as practicable, notify the Hong Kong Stock Exchange and make an announcement in accordance with the Listing Rules.

Hong Kong Underwriters' interests in our Company

Save as disclosed below and elsewhere in this prospectus and save for their obligations under the Hong Kong Underwriting Agreement, as of the Latest Practicable Date, none of the Hong Kong Underwriters is interested directly or indirectly in any shares or securities in our Company or any other member of our Group or has any right or option (whether legally enforceable or not) to subscribe for, or to nominate persons to subscribe for, any shares or securities in our Company or any other member of our Group.

International Offering

In connection with the International Offering, we expect to enter into the International Underwriting Agreement with, among others, the International Underwriters. Under the International Underwriting Agreement, the International Underwriters would, subject to certain conditions, severally agree to purchase the International Offer Shares or procure purchasers for the

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International Offer Shares initially being offered pursuant to the International Offering. Please refer to “Structure of the Global Offering — The International Offering” for further details.

Under the International Underwriting Agreement, we intend to grant to the International Underwriters the Over-allotment Option, exercisable in whole or in part at one or more times, at the sole and absolute discretion of the Joint Global Coordinators on behalf of the International Underwriters from the date of the International Underwriting Agreement until 30 days from the last day for the lodging of applications under the Hong Kong Public Offering to require us to allot and issue up to an aggregate of 130,500,000 additional Shares, representing 15% of the number of Offer Shares initially available under the Global Offering at the Offer Price, to, among other things, covering over-allotment in the International Offering, if any.

Total commissions and expenses

The Hong Kong Underwriters will receive a commission of 2.6% of the aggregate Offer Price of all the Hong Kong Offer Shares, out of which they will pay any sub-underwriting commissions. We may, in our sole discretion, pay to the Joint Bookrunners or any of them, an incentive fee of up to 0.5% of the aggregate Offer Price of all the Hong Kong Offer Shares.

For unsubscribed Hong Kong Offer Shares reallocated to the International Offering, if any, the International Underwriters will be paid an underwriting commission at the rate applicable to the International Offering and such commission will be paid to the International Underwriters, but not the Hong Kong Underwriters.

The aggregate commissions and estimated expenses, together with the Hong Kong Stock Exchange listing fee, SFC transaction levy, the Hong Kong Stock Exchange trading fee, legal and other professional fees, printing and other fees and expenses relating to the Global Offering, are estimated to amount in aggregate to not more than approximately HK\$120.8 million (assuming no exercise of the Over-allotment Option and an Offer Price of HK\$2.45 per Share, being the mid-point of the stated range of the Offer Price between HK\$2.10 and HK\$2.80 per Share), and are payable by us. Included in the total are commissions on the offer of the Offer Shares, which are expected to be not more than approximately HK\$66.1 million, payable to the Hong Kong Underwriters and the International Underwriters.

We 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.