
UNDERWRITING

HONG KONG UNDERWRITERS

Mizuho Securities Asia Limited
12th Floor, Chater House
8 Connaught Road Central
Hong Kong

First Shanghai Securities Limited
1905 Wing On House
71 Des Voeux Road Central
Hong Kong

Phillip Securities (Hong Kong) Limited
11th & 12th Floor, United Centre
95 Queensway, Hong Kong

INTERNATIONAL UNDERWRITERS

Mizuho Securities Asia Limited
12th Floor, Chater House
8 Connaught Road Central
Hong Kong

First Shanghai Securities Limited
1905 Wing On House
71 Des Voeux Road Central
Hong Kong

Huatai Financial Holding (Hong Kong) Limited
Room 5808-12, The Center
99 Queen's Road Central
Hong Kong

RaffAello Securities (HK) Limited
3/F, Plaza 168
166-168 Des Voeux Road Central
Sheung Wan
Hong Kong

Yue Xiu Securities Company Limited
24/F, Siu On Centre
188 Lockhart Road
Wanchai
Hong Kong

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UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

The Hong Kong Underwriting Agreement was entered into on 28 June 2012. Pursuant to the Hong Kong Underwriting Agreement, our Company is offering initially 16,058,000 Public Offer Shares for subscription on and subject to the terms and conditions set forth in this prospectus and the Application Forms. Subject to the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the Shares in issue and to be offered as mentioned herein and to certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have agreed severally, but not jointly, to subscribe or procure subscribers for their respective applicable proportions of the Public Offer Shares now being offered which are not taken up under the Hong Kong Public Offering on the terms and conditions set forth in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

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

Grounds for termination

The Joint Bookrunners (for themselves and on behalf of the Hong Kong Underwriters) may in their sole discretion terminate the Hong Kong Underwriting Agreement by notice in writing given to us at any time prior to 8:00 a.m. on the Listing Date, if:

- (a) there has come to the notice of the Joint Bookrunners:
 - (i) that any statement, considered by the Joint Bookrunners (for themselves and on behalf of the other Hong Kong Underwriters) in its sole and absolute opinion to be material, contained in this prospectus (or any other documents used in connection with the offer of the Offer Shares) (“**Offer Documents**”) was, when it was issued, or has become, untrue, incorrect or misleading in any respect or that any forecasts, estimates, expressions of opinion, intention or expectation expressed in any Offer Document are not, in the sole and absolute opinion of the Joint Bookrunners, in all material respects, fair and honest and based on reasonable assumptions, when taken as a whole; 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 an omission therefrom considered by the Joint Bookrunners (for themselves and on behalf of the other Hong Kong Underwriters) to be material to the Global Offering; or

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- (iii) any breach, considered by the Joint Bookrunners (for themselves and on behalf of the other Hong Kong Underwriters) in their sole and absolute opinion to be material in the context of the Global Offering, of any of the obligations imposed or to be imposed upon any party (other than the Hong Kong Underwriters) to the Underwriting Agreement (in each case, other than on the part of any of the Underwriters); or
- (iv) any change or development involving a prospective change in the conditions, business affairs, prospects, profits, liabilities, losses, assets, prospects or the financial or trading position or performance of the Company or any of our subsidiaries which is considered by the Joint Bookrunners (for themselves and on behalf of the other Hong Kong Underwriters) in their sole and absolute opinion to be material in the context of the Global Offering; or
- (v) any breach of any of the warranties of the Hong Kong Underwriting Agreement considered by the Joint Bookrunners (for themselves and on behalf of the other Hong Kong Underwriters) in their sole and absolute opinion to be material in the context of the Global Offering, or any matter or event showing any of the warranties of the Hong Kong Underwriting Agreement to be untrue, misleading or inaccurate in any material aspects; or
- (vi) approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the Shares (including any additional Shares that may be issued upon exercise of the Over-allotment Option) 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
- (vii) the Company withdraws any of the Offer Documents or the Global Offering; or
- (viii) any person (other than any of 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
- (ix) any event, act or omission which gives rise or is likely to give rise to any material liability of our Company pursuant to the indemnities contained in the Hong Kong Underwriting Agreement; or
- (x) a valid demand by any creditor for repayment or payment of any indebtedness of our Company or any of our subsidiaries or in respect of which our Company or any of our subsidiaries is liable prior to its stated maturity which demand has or could reasonably be expected to have a material adverse effect on our Group taken as a whole, or

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- (b) there shall develop, occur, exist or come into force:
- (i) any event, or series of events, beyond the reasonable control of the Underwriters (including, without limitation, acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, 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 pandemics or epidemics (including without limitation Severe Acute Respiratory Syndrome and H5N1, H1N1 or any related or mutated forms thereof) or interruption or delay in transportation); 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, national, international, financial, economic, legal, political, military, industrial, fiscal, regulatory, currency or market conditions, conditions in Hong Kong, the PRC, the United States, the Cayman Islands, the BVI, the European Union (or any member thereof) or any other jurisdictions relevant to our Group (the “**Relevant Jurisdictions**”), or matters and/or disaster or monetary or trading settlement system (including without limitation any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange, the Shenzhen Stock Exchange, the Shanghai Stock Exchange, the New York Stock Exchange, the Tokyo Stock Exchange, the London Stock Exchange, the American Stock Exchange, the Nasdaq National Market, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, or a material fluctuation in the exchange rate of the Hong Kong dollar or the RMB against any foreign currency, or a material revaluation of the Hong Kong currency against the currency of the United States or the Renminbi against any foreign currencies, or any interruption in monetary or trading or securities settlement or clearance service or procedures or matters in or affecting Hong Kong or anywhere in the world); or
 - (iii) any new laws, rules, statutes, ordinances, regulations, guidelines, opinions, notices, circulars, orders, judgements, decrees, or rulings of any governmental authority (“**Laws**”) or change or development involving a prospective change in existing Laws or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in any of the Relevant Jurisdictions; or
 - (iv) the imposition of economic sanctions or withdrawal of trading privileges, in whatever form, directly or indirectly, by or for the United States or the European Union (or any member thereof) on any of the Relevant Jurisdictions; or

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- (v) 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 in any of the Relevant Jurisdictions or affecting an investment in the Shares; or
- (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; or
- (vii) any litigation or claim of any third party being threatened or instigated against any member of our Group; or
- (viii) any of our Directors 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
- (ix) the chairman or chief executive officer of our Company vacating his office; or
- (x) the commencement by any governmental, regulatory or political body or organization of any action against any of our 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
- (xi) a contravention by any member of our Group of the Companies Ordinance, the Listing Rules, or other applicable securities Laws; or
- (xii) a prohibition on our Company for whatever reason from allotting the Offer Shares pursuant to the terms of the Global Offering; or
- (xiii) non-compliance of this prospectus (and/or any other documents used in connection with the offer of the Offer Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable Law; or
- (xiv) other than with the approval of the Sole Sponsor, the issue or requirement to issue by our Company of a supplementary prospectus or amendment to this prospectus (and/or any other documents used in connection with the offer of the Offer Shares) pursuant to the Companies Ordinance or the Listing Rules; or
- (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; or
- (xvi) any 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); or

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- (xvii) a petition is presented for the winding-up or liquidation of our Company or any of our subsidiaries or our Company or any of our subsidiaries 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 our Company or any of our subsidiaries or a provisional liquidator, receiver or manager is appointed to take over all or part of the assets or undertaking of our Company or any of our subsidiaries or anything analogous thereto occurs in respect of our Company or any of our subsidiaries; or
- (xviii) 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), London or the PRC or a material disruption in commercial banking or securities settlement or clearance services in any of the Relevant Jurisdictions; or
- (xix) an event where, as a result of market conditions or otherwise, a material portion of the orders in the bookbuilding process at the time the International Underwriting Agreement is entered into, has been withdrawn or cancelled,

which in each case in the sole and absolute opinion of the Joint Bookrunners (for themselves and on behalf of the other 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 of our Company or any of its subsidiaries 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, marketability or pricing 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 shall otherwise result in an interruption to or delay thereof; or
- (d) has or would have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

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Undertakings

We agree and undertake that we will not effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares of persons other than the Directors, substantial shareholders or their respective associates to below 25% on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Sponsor (on behalf of the Hong Kong Underwriters).

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) may be issued by us or form the subject of any agreement to such an issue by us within six months from the Listing Date (whether or not such issue of Shares or our securities will be completed within six months from the commencement of dealing), except in certain circumstances prescribed by Rule 10.08 of the Listing Rules.

Each of the Controlling Shareholders has jointly and severally undertaken to each of the Stock Exchange, the Company, Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners and the other Hong Kong Underwriters that, except pursuant to the Global Offering, the Stock Borrowing Agreement and unless in compliance with the requirements of the Listing Rules:

- (i) in the period commencing on the date by reference to which disclosure of his/her/its interests in our Company is made in this prospectus and ending on the date falling six months from the Listing Date (the “**First Period**”), he/she/it shall not, and shall procure that the relevant registered holder(s) and his/her/its associates and companies controlled by him/her/it and any nominee or trustee holding in trust for him/her/it shall not, without the prior written consent of the Sole Sponsor and unless in compliance with the requirements of the Listing Rules, (a) offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or 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 of the Shares or securities of our Company disclosed in this prospectus to be beneficially owned by him/her/it or the relevant company, nominee or trustee (including any interest in any shares in any company controlled by him/her/it) which is directly or indirectly a beneficial owner of any of the Shares or securities of our Company as disclosed in this prospectus as aforesaid (the “**Relevant Securities**”); or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of the Relevant Securities; (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, whether any of the foregoing transactions is to be settled by delivery of the Relevant Securities, in cash or otherwise;

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- (ii) he/she/it shall not, and shall procure that the relevant registered holder(s) and his/her/its associates or companies controlled by him/her/it and any nominee or trustee holding in trust for him/her/it shall not, directly or indirectly, without the prior written consent of the Sole Sponsor and the Stock Exchange in the six-month period commencing on the expiry of the First Period set out in paragraph (i) above (the “**Second Period**”), dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any Relevant Securities if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, he/she/it would cease to be a controlling shareholder (as defined in the Listing Rules) of our Company or would together with the other Controlling Shareholders cease to be controlling shareholders (as defined in the Listing Rules) of the Company;
- (iii) in the event of a disposal of any Shares or securities of the Company or any interest therein within the Second Period, he/she/it shall take all reasonable steps to ensure that such a disposal shall not create a disorderly or false market for any Shares or other securities of the Company; and
- (iv) he/she/it shall, and shall procure that his/her/its associates and companies controlled by, and nominees or trustees holding in trust for, him/her/it shall, comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by him/her/it or by the registered holder controlled by him/her/it of any Shares.

Each of the Controlling Shareholders has further undertaken to each of the Stock Exchange, the Company, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners and the other Hong Kong Underwriters that, within the period from the date by reference to which disclosure of their shareholding in our Company is made in this prospectus and ending on the date which is twelve months from the Listing Date, he/she/it will:

- (i) when he/she/it pledges or charges any securities or interests in the Relevant Securities in favour of an authorised institution pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform our Company and the Sole Sponsor in writing of such pledges or charges together with the number of securities and nature of interest so pledged or charged; and
- (ii) when he/she/it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of our Company will be sold, transferred or disposed of, immediately inform our Company and the Sole Sponsor in writing of such indications.

Other undertakings

Each of Sunlion, Solemnity, Mr. YAN Tangfeng and Mr. SIU Wun Lung has represented, warranted and undertaken to each of the Sole Global Coordinator (for itself and on behalf of the Hong Kong Underwriters) and our Company that he/it shall not, and

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shall procure that his/its associates or companies controlled by him/it or nominees or trustees holding in trust for him/it shall not, without the prior written consent of the Sole Global Coordinator and unless in compliance with the requirements of the Listing Rules, (a) offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or 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 Relevant Securities; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of the ownership of the Relevant Securities; or (c) agree (conditionally or unconditionally) to enter into or effect any transactions with the same economic effect as any of the transactions referred to in paragraphs (a) and (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, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise, immediately following the completion of the Global Offering and the Capitalisation Issue within the First Period.

We will inform the Stock Exchange and the Sole Global Coordinator as soon as we have been informed of any of the matters referred to above (if any) by any of the Controlling Shareholders, Sunlion, Solemnity, Mr. YAN Tangfeng and Mr. SIU Wun Lung and disclose such matters by way of an announcement as soon as possible.

The International Offering

In connection with the International Offering, we expect to enter into the International Underwriting Agreement with, among others, the Joint Bookrunners and the International Underwriters on or around the Price Determination Date. Under the International Underwriting Agreement, the International Underwriters will, subject to certain conditions set out therein, severally agree to subscribe/purchase or procure subscription/purchase for the International Offer Shares. The International Underwriting Agreement is expected to provide that it may be terminated on similar grounds as the Hong Kong Underwriting Agreement. We expect to grant to the Joint Bookrunners (for themselves and on behalf of the International Underwriters) the Over-allotment Option, exercisable by the Joint Bookrunners on behalf of the International Underwriters at any time from the day on which dealings in the Shares commence on the Stock Exchange until 30 days after 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 24,087,000 additional Shares representing 15% of the initial Offer Shares, at the Offer Price, to cover over-allocations (if any) in the International Offering.

Total Commission and Expenses

The Hong Kong Underwriters will receive an underwriting commission of 3.5% on the Offer Price of the Public Offer Shares initially offered under the Hong Kong Public Offering, out of which they will pay any sub-underwriting commission. For unsubscribed Public Offer Shares reallocated to the International Offering, we will pay an underwriting

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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).

The aggregate commissions and estimated expenses, together with listing fees, SFC transaction levy, Stock Exchange trading fee, legal and other professional fees and printing and other expenses relating to the Global Offering are estimated to be approximately HK\$40 million to HK\$41 million (assuming the Over-allotment Option is not exercised and the Offer Price ranging from HK\$1.10 to HK\$1.32 per Share) and are payable by our Company.

HONG KONG UNDERWRITERS' INTERESTS IN OUR COMPANY

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

SOLE SPONSOR'S INDEPENDENCE

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