

## UNDERWRITING

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### HONG KONG UNDERWRITERS

#### Sole Global Coordinator

[REDACTED]

#### Joint Bookrunners and Joint Lead Managers

[REDACTED]

### UNDERWRITING ARRANGEMENTS AND EXPENSES

#### Underwriting Agreements

The Hong Kong [REDACTED] is fully underwritten by the Hong Kong Underwriters and the [REDACTED] is expected to be fully underwritten by the International Underwriters, in each case on a several basis. The Hong Kong Underwriting Agreement was entered into on [●], [●] 2015 and, subject to an agreement being reached on the [REDACTED] between us and the [REDACTED] (on behalf of the Underwriters), the International Underwriting Agreement is expected to be entered into on or about [REDACTED]. The Hong Kong Underwriting Agreement is conditional upon (among other things) the International Underwriting Agreement being entered into and having become effective, and the respective Underwriting Agreements are expected to be inter-conditional. See the section headed “Structure of the Global Offering”.

#### Hong Kong Underwriting Agreement

Subject to the Listing Committee granting listing of, and permission to deal in, our Shares in issue and our Shares to be issued as mentioned herein and to certain other conditions set out in the Hong Kong Underwriting Agreement, the Hong Kong Underwriters have agreed severally to subscribe for or procure subscribers to subscribe for, their respective applicable proportions of the Hong Kong [REDACTED] on the terms and subject to the conditions of this document, the [REDACTED] and the Hong Kong Underwriting Agreement. The respective obligations of the Hong Kong Underwriters to subscribe for, or procure subscribers for, the [REDACTED] are subject to termination.

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*Grounds for termination by the Hong Kong Underwriters*

[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

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[REDACTED]

### **Restrictions and undertakings to the Stock Exchange pursuant to the Listing Rules**

#### *Restrictions imposed on our Company*

Pursuant to Rule 10.08 of the Listing Rules, no further Shares or other securities convertible into 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 within six months from the Listing Date (whether or not such issue of shares or securities will be completed within six months from the Listing Date), except in the circumstances prescribed by Rule 10.08 of the Listing Rules.

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*Restrictions imposed on and undertakings by our Controlling Shareholders*

[REDACTED]

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### Undertakings pursuant to the Hong Kong Underwriting Agreement

#### *Undertakings by our Company*

Under the Hong Kong Underwriting Agreement, our Company has agreed and undertaken with each of the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the Hong Kong Underwriters that, except pursuant to the [REDACTED] (including pursuant to the [REDACTED]) or the Capitalisation Issue, it will not, without the prior written consent of the Sole Global Coordinator (on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules, at any time from the date of the Hong Kong Underwriting Agreement until the expiry of the First Six-month Period:

[REDACTED]



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*Undertaking by our Controlling Shareholders*

[REDACTED]

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[REDACTED]

### Commissions and Expenses

Under the terms and conditions of the Underwriting Agreements, our Company has agreed to pay: (i) the Joint Bookrunners (for the account of the Underwriters) a gross commission equal to [2.75]% of the aggregate [REDACTED] for all the [REDACTED] offered under the [REDACTED] (including Shares to be issued pursuant to the [REDACTED]); and (ii) the Joint Bookrunners an additional incentive fee (payable at the sole discretion of our Company) of such amount to be determined by our Company on or before the [REDACTED].

The aggregate commissions and estimated expenses, together with the Stock Exchange trading fee, SFC transaction levy, Stock Exchange listing fee, legal and other professional fees, printing and other fees and expenses relating to the [REDACTED], are estimated to amount in aggregate to approximately HK\$[40.0] million (assuming the [REDACTED] is not exercised and an [REDACTED] of HK\$[REDACTED] per Share, being the mid-point of the stated range of the [REDACTED] between HK\$[REDACTED] and HK\$[REDACTED] per Share).

### UNDERWRITERS' INTERESTS IN OUR COMPANY

Save for their obligations under the relevant Underwriting Agreement(s) or as otherwise disclosed in this document, none of the Underwriters owns 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 shares or securities in our Company or any member of our Group.

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### INTERNATIONAL UNDERWRITING AGREEMENT

In connection with the [REDACTED], it is expected that we will, on or about [●], [●] 2015 shortly after determination of the [REDACTED], enter into the International Underwriting Agreement with the International Underwriters. Under the International Underwriting Agreement, subject to the conditions set forth therein, the International Underwriters to be named therein would severally agree to purchase the International [REDACTED] or procure purchasers for the International [REDACTED] Shares. Potential investors shall be reminded that in the event that the International Underwriting Agreement is not entered into, the [REDACTED] will not proceed. Under the International Underwriting Agreement, we intend to grant to the International Underwriters the [REDACTED], exercisable by the Sole Global Coordinator on behalf of the International Underwriters at the sole and absolute discretion of the Sole Global Coordinator for up to 30 days after the last day for lodging applications under the Hong Kong [REDACTED], to require us to issue and allot up to an aggregate of [REDACTED] additional Shares representing, in aggregate, 15% of the [REDACTED] initially available under the [REDACTED]. These Shares will be sold at the [REDACTED] and will be, among others, for the purpose of covering over-allocations in the [REDACTED], if any.

### SOLE SPONSOR’S INDEPENDENCE

BOCOM International (Asia) has declared its independence from us pursuant to Rule 3A.07 of the Listing Rules.