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A. FURTHER INFORMATION ABOUT THE COMPANY

1. Incorporation

The Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 1 September 2015. The Company has established a principal place of business in Hong Kong at Room 2702, Tower 2, Kowloon Commerce Centre, No. 51 Kwai Cheong Road, Kwai Chung, Hong Kong and was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance on 30 October 2015. Loong & Yeung of Suites 2001-2006, 20th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong has been appointed as the authorised representative of the Company for the acceptance of service of process and notices on behalf of the Company in Hong Kong.

As the Company is incorporated in the Cayman Islands, it is subject to the Cayman Islands laws and to the Company's constitution, which comprises the Memorandum and the Articles. A summary of various provisions of our constitution and relevant aspects of the Companies Law is set out in Appendix III to this document.

2. Changes in share capital of the Company

- (a) As at the date of incorporation, the Company has an authorised share capital of HK\$380,000 divided into 38,000,000 shares of HK\$0.01 each. One nil-paid Share was allotted and issued to the subscriber to the Memorandum and Articles on 1 September 2015, and was subsequently transferred to Zhao Tian on the same day.
- (b) On [●] 2016, the Company resolved to increase the authorised share capital of the Company from HK\$380,000 to HK\$[20,000,000] by the creation of an additional of [1,962,000,000] Shares, each ranking pari passu with the Shares then in issue in all respects.
- (c) Pursuant to the Reorganisation and as consideration for the acquisition by the Company of the entire issued share capital of Zhen Tong from Zhao Tian, Sincere and Universal, on [●] 2016, the one nil-paid Share held by Zhao Tian was credited as fully paid and 8,486 Shares, 1,062 Shares and 451 Shares were allotted and issued to Zhao Tian, Sincere and Universal respectively, all credited as fully paid.
- (d) Immediately following completion of the [REDACTED] and the Capitalisation Issue and taking no account any Share which may be issued pursuant to the exercise of the [REDACTED] and the options which may be granted under the Share Option Scheme, [REDACTED] Shares will be issued fully paid or credited as fully paid, and [REDACTED] Shares will remain unissued.
- (e) Other than pursuant to the general mandate to issue Shares referred to in the paragraph headed "Written resolutions of the Shareholders passed on [●] 2016" in this appendix and pursuant to the Share Option Scheme, the Company does not have any present intention to issue any of the authorised but unissued share capital of the Company and, without prior approval of the Shareholders in general meeting, no issue of Shares will be made which would effectively alter the control of the Company.

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- (f) Save as disclosed in this document, there has been no alteration in the Company's share capital since its incorporation.

3. Written resolutions of the Shareholders passed on [●] 2016

On [●] 2016, resolutions in writing were passed by the Shareholders pursuant to which, among other things:

- (a) the Company approved and adopted the Memorandum and the Articles, the terms of which are summarised in Appendix III to this document;
- (b) conditional on the Listing Division granting [REDACTED] of, and permission to deal in, the Shares in issue and Shares to be issued as mentioned in this document (including any Shares which may be issued pursuant to the exercise of the options granted under the Share Option Scheme and the [REDACTED]) and on the obligations of the Underwriter under the Underwriting Agreement becoming unconditional and not being terminated in accordance with the terms of the Underwriting Agreement or otherwise, in each case on or before the date falling 30 days after the date of this document:
 - (i) the [REDACTED] and the [REDACTED] were approved and the Directors were authorised to allot and issue the [REDACTED] Shares pursuant to the [REDACTED] and any Shares which maybe required to be allotted and issued upon the exercise of the [REDACTED] to rank pari passu with the then existing Shares in all respects;
 - (ii) the rules of the Share Option Scheme, the principal terms of which are set out in the paragraph headed "Share Option Scheme" below in this appendix, were approved and adopted and the Directors were authorised, subject to the terms and conditions of the Share Option Scheme, to grant options to subscribe for Shares thereunder and to allot, issue and deal with the Shares pursuant to the exercise of subscription rights attaching to any options which may be granted under the Share Option Scheme and to take all such actions as they consider necessary or desirable to implement the Share Option Scheme;
 - (iii) conditional further on the share premium account of the Company being credited as a result of the [REDACTED], the Directors were authorised to capitalise an amount of HK\$[REDACTED] standing to the credit of the share premium account of the Company and to appropriate such amount as to capital to pay up in full at par [REDACTED] Shares for allotment and issue to the persons whose names appear on the register of members of the Company at the close of business on [●] (or as they may direct) in proportion (as nearly as possible without involving fractions) to their then existing shareholdings in the Company, each ranking pari passu in all respects with the then existing issued Shares, and the Directors were authorised to give effect to such capitalisation and distributions and the Capitalisation Issue was approved;

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- (c) a general unconditional mandate was given to the Directors to exercise all powers of the Company to allot, issue and deal with, otherwise than by way of rights issue or an issue of Shares pursuant to the exercise of any options which may be granted under the Share Option Scheme or any other share option scheme of the Company or any Shares allotted and issued in lieu of the whole or part of a dividend on Shares or similar arrangement in accordance with the Articles or pursuant to a specific authority granted by the Shareholders in general meeting or pursuant to the [REDACTED], Shares or securities convertible into Shares or options, warrants or similar rights to subscribe for Shares or such securities convertible into Shares, and to make or grant offers, agreements and options which might require the exercise of such power, with an aggregate nominal value not exceeding 20% of the aggregate nominal value of the share capital of the Company in issue immediately following completion of the [REDACTED] and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the options which may be granted under the Share Option Scheme, such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or the Companies Law or any other applicable laws of the Cayman Islands to be held; or
 - (iii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting;
- (d) a general unconditional mandate was given to the Directors authorising them to exercise all powers of the Company to repurchase on GEM or on any other stock exchange on which the securities of the Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the aggregate nominal value of the share capital of the Company in issue immediately following completion of the [REDACTED] and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the options which may be granted under the Share Option Scheme, such mandate to remain in effect until whichever is the earliest of:
 - (i) the conclusion of the next annual general meeting of the Company;
 - (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Articles or the Companies Law or any other applicable laws of the Cayman Islands to be held; or
 - (iii) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting; and

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- (e) the general unconditional mandate mentioned in sub-paragraph (c) above was extended by the addition to the aggregate nominal value of the share capital of the Company which may be allotted or agreed to be allotted by the Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the share capital of the Company repurchased by the Company pursuant to the mandate to repurchase Shares referred to in sub-paragraph (d) above, provided that such extended amount shall not exceed 10% of the aggregate nominal value of the share capital of the Company in issue immediately following completion of the [REDACTED] and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the options which may be granted under the Share Option Scheme.

4. Corporate Reorganisation

The companies comprising the Group underwent the Reorganisation in preparation for the [REDACTED] pursuant to which the Company became the holding company of the Group. For detailed steps of the Reorganisation, please refer to the section headed "History, Reorganisation and Development – Reorganisation" in this document.

5. Changes in share capital of subsidiaries

The subsidiaries of the Company are listed in the Accountants' Report of the Company, the text of which is set out in Appendix I to this document.

Save as disclosed in the section headed "History, Reorganisation and Development – Reorganisation" in this document, there has been no alteration in the share capital of any of the subsidiaries of the Company within the two years immediately preceding the date of this document.

6. Repurchase of the Shares by the Company

This section contains information required by the Stock Exchange to be included in this document concerning the repurchase of the Shares by the Company.

(a) Provisions of the GEM Listing Rules

The GEM Listing Rules permit companies whose primary listing is on GEM to repurchase their securities on GEM subject to certain restrictions, a summary of which is set out below:

(i) Shareholders' approval

The GEM Listing Rules provide that all proposed repurchases of shares, which must be fully paid up in the case of shares, by a company with a primary [REDACTED] on GEM must be approved in advance by an ordinary resolution of the shareholders, either by way of general mandate or by specific approval of a particular transaction.

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Note: Pursuant to the written resolutions passed by the Shareholders on [●] 2016, a general unconditional mandate (the "Repurchase Mandate") was granted to the Directors authorising them to exercise all powers of the Company to repurchase on GEM or on any other stock exchange on which the securities of the Company may be listed and which is recognised by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the aggregate nominal amount of the share capital of the Company in issue immediately following completion of the [REDACTED] and the Capitalisation Issue but excluding any Shares which may be issued pursuant to the exercise of the options which may be granted under the Share Option Scheme and the Repurchase Mandate shall remain in effect until whichever is the earliest of the conclusion of the next annual general meeting of the Company, or the expiration of the period within which the next annual general meeting of the Company is required by the Articles or the Companies Law or any other applicable laws of the Cayman Islands to be held or the time when the Repurchase Mandate is revoked or varied by an ordinary resolution of the Shareholders in a general meeting.

(ii) Source of funds

Any repurchase by the Company must be funded out of funds legally available for the purpose in accordance with the Articles, the applicable laws of the Cayman Islands and the GEM Listing Rules. The Company may not repurchase its own Shares on GEM for a consideration other than cash or for settlement otherwise than in accordance with the trading rules of the Stock Exchange from time to time.

Any repurchases by the Company may be made out of profits or out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or, if authorised by the Articles and subject to the Companies Law, out of capital and, in the case of any premium payable on the repurchase, out of profits of the Company or out of the Company's share premium account before or at the time the Shares are repurchased or, if authorised by the Articles and subject to the Companies Law, out of capital.

(iii) Connected parties

The GEM Listing Rules prohibit the Company from knowingly repurchasing the Shares on GEM from a "core connected person" (as defined in the GEM Listing Rules), which includes a Director, chief executive or substantial shareholder of the Company or any of its subsidiaries or a close associate of any of them and a core connected person shall not knowingly sell Shares to the Company on GEM.

(b) Exercise of the Repurchase Mandate

On the basis of [REDACTED] Shares in issue immediately after completion of the [REDACTED] and the Capitalisation Issue, the Directors would be authorised under the Repurchase Mandate to repurchase up to [REDACTED] Shares during the period in which the Repurchase Mandate remains in force. Any Shares repurchased pursuant to the Repurchase Mandate must be fully paid up.

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(c) Reasons for repurchases

The Directors believe that it is in the best interests of the Company and its Shareholders for the Directors to have a general authority from the Shareholders to enable the Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the Company's net asset value and/or earnings per Share and will only be made when the Directors believe that such repurchases will benefit the Company and the Shareholders.

(d) Funding of repurchases

In repurchasing the Shares, the Company may only apply funds legally available for such purpose in accordance with the Articles, the GEM Listing Rules and the applicable laws and regulations of the Cayman Islands.

The Directors do not propose to exercise the Repurchase Mandate to such extent as would, in the circumstances, have a material adverse effect on the working capital requirements of the Company or the gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

(e) General

None of the Directors or to the best of their knowledge, having made all reasonable enquiries, any of their close associates (as defined in the GEM Listing Rules), has any present intention to sell any Shares to the Company if the Repurchase Mandate is exercised.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the GEM Listing Rules, the Articles and the applicable law and regulations from time to time in force in the Cayman Islands.

If, as a result of a repurchase of Shares pursuant to the Repurchase Mandate, a Shareholder's proportionate interest in the voting rights of the company increases, such increase will be treated as an acquisition for the purpose of the Takeovers Code. In certain circumstances, a Shareholder or a group of Shareholders acting in concert (as defined in the Takeovers Code) depending on the level of increase of the Shareholders' interest, could obtain or consolidate control of the Company and may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code as a result of any such increase.

Save as disclosed above, the Directors are not aware of any consequences which may arise under the Takeovers Code as a consequence of any repurchase of Shares if made immediately after the [REDACTED] of the Shares pursuant to the Repurchase Mandate. At present, so far as is known to the Directors, no Shareholder may become obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code in the event that the Directors exercise the power in full to repurchase the Shares pursuant to the Repurchase Mandate.

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The Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares which are in the hands of the public falling below 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the GEM Listing Rules). No core connected person (as defined in the GEM Listing Rules) has notified the Company that he/she has a present intention to sell Shares to the Company, or has undertaken not to do so, if the Repurchase Mandate is exercised.

B. FURTHER INFORMATION ABOUT THE BUSINESS

1. Summary of material contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Group within the two years preceding the date of this document and are or may be material in relation to the business of the Company taken as a whole:

- (a) a sale and purchase agreement dated 18 September 2015 entered into among Great Virtue (as vendor), Mr. Chan, Mr. Wong, Sun Foo Sing, Sky Gain and Richmax (as purchasers) and Elite Linker (as nominee of the purchasers) pursuant to which Elite Linker acquired the entire issued share capital of each of Richfield Develop and Long Run and a loan of approximately HK\$17.9 million owing by Richfield Develop and Long Run to Great Virtue at an aggregate consideration of approximately HK\$43.6 million;
- (b) instrument of transfer dated 18 September 2015 entered into between Great Virtue and Elite Linker for the transfer of the entire issued share capital of Richfield Develop as referred to in item (a) above;
- (c) bought and sold notes dated 18 September 2015 executed by Great Virtue and Elite Linker for the transfer of the entire issued share capital of Richfield Develop as referred to in item (a) above;
- (d) instrument of transfer dated 18 September 2015 entered into between Great Virtue and Elite Linker for the transfer of the entire issued share capital of Long Run as referred to in item (a) above;
- (e) bought and sold notes dated 18 September 2015 executed by Great Virtue and Elite Linker for the transfer of the entire issued share capital of Long Run as referred to in item (a) above;
- (f) a sale and purchase agreement dated 18 September 2015 entered into among Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain (as vendors), Zhao Tian (as nominee of vendors), Zhen Tong (as purchaser) and Moon Fortune (as nominee of the purchaser), pursuant to which Moon Fortune acquired 11,000 shares, 3,000 shares, 3,000 shares and 3,000 shares in Solarday Investment from Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain respectively, and as consideration, Zhen Tong allotted and issued 1,656 shares to Zhao Tian;

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- (g) instrument of transfer dated 18 September 2015 entered into between Bright Creator and Moon Fortune for the transfer of 11,000 shares in Solarday Investment as referred to in item (f) above;
- (h) bought and sold notes dated 18 September 2015 executed by Bright Creator and Moon Fortune for the transfer of 11,000 shares in Solarday Investment as referred to in item (f) above;
- (i) instrument of transfer dated 18 September 2015 entered into between Mr. Wong and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (j) bought and sold notes dated 18 September 2015 executed by Mr. Wong and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (k) instrument of transfer dated 18 September 2015 entered into between Sun Foo Sing and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (l) bought and sold notes dated 18 September 2015 executed by Sun Foo Sing and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (m) instrument of transfer dated 18 September 2015 entered into between Sky Gain and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (n) bought and sold notes dated 18 September 2015 executed by Sky Gain and Moon Fortune for the transfer of 3,000 shares in Solarday Investment as referred to in item (f) above;
- (o) a sale and purchase agreement dated 18 September 2015 entered into among Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain (as vendors), Zhao Tian (as nominee of vendors), Zhen Tong (as purchaser) and First Bloom (as nominee of the purchaser), pursuant to which First Bloom acquired 11,000 shares, 3,000 shares, 3,000 shares and 3,000 shares in Orient Century from Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain respectively, and as consideration, Zhen Tong allotted and issued 1,655 shares to Zhao Tian;
- (p) instrument of transfer dated 18 September 2015 entered into between Bright Creator and First Bloom for the transfer of 11,000 shares in Orient Century as referred to in item (o) above;
- (q) bought and sold notes dated 18 September 2015 executed by Bright Creator and First Bloom for the transfer of 11,000 shares in Orient Century as referred to in item (o) above;

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- (r) instrument of transfer dated 18 September 2015 entered into between Mr. Wong and First Bloom for the transfer of 3,000 shares in Orient Century as referred to in item (o) above;
- (s) bought and sold notes dated 18 September 2015 executed by Mr. Wong and First Bloom for the transfer of 3,000 shares in Orient Century as referred to in item (o) above;
- (t) instrument of transfer dated 18 September 2015 entered into between Sun Foo Sing and First Bloom for the transfer of 3,000 shares in Orient Century as referred to in item (o) above;
- (u) bought and sold notes dated 18 September 2015 executed by Sun Foo Sing and First Bloom for the transfer of 3,000 shares in Orient Century as referred to in item (o) above;
- (v) instrument of transfer dated 18 September 2015 entered into between Sky Gain and First Bloom for the transfer of 3,000 shares in Orient Century as referred to in item (o) above;
- (w) bought and sold notes dated 18 September 2015 executed by Sky Gain and First Bloom for the transfer of 3,000 shares in Solarday Investment as referred to in item (o) above;
- (x) a sale and purchase agreement dated 18 September 2015 entered into between Great Virtue (as vendor) and Guang Jie (as purchaser), pursuant to which Guang Jie acquired 10,000 shares in Great Virtue (HK) from Great Virtue at the nominal consideration of HK\$1;
- (y) instrument of transfer dated 18 September 2015 entered into between Great Virtue and Guang Jie for the transfer of 10,000 shares in Great Virtue (HK) as referred to in item (x) above;
- (z) bought and sold notes dated 18 September 2015 executed by Great Virtue and Guang Jie for the transfer of 10,000 shares in Great Virtue (HK) as referred to in item (x) above;
- (aa) a sale and purchase agreement dated 18 September 2015 entered into between Mr. Chan (as vendor) and Ding Xing (as purchaser), pursuant to which Ding Xing acquired one share in Excel Linker from Mr. Chan at the nominal consideration of HK\$1;
- (bb) instrument of transfer dated 18 September 2015 entered into between Mr. Chan and Ding Xing for the transfer of one share in Excel Linker as referred to in item (aa) above;

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- (cc) bought and sold notes dated 18 September 2015 executed by Mr. Chan and Ding Xing for the transfer of one share in Excel Linker as referred to in item (aa) above;
- (dd) a sale and purchase agreement dated 18 September 2015 entered into among Great Virtue and Mr. Tsang (as vendors), Zhao Tian (as nominee of Great Virtue), Universal (as nominee of Mr. Tsang), Zhen Tong (as purchaser) and Power Moon (as nominee of the purchaser), pursuant to which Power Moon acquired 8,000 shares and 2,000 shares in Star China from Great Virtue and Mr. Tsang respectively, and as consideration, Zhen Tong allotted and issued 521 Shares to Universal, and allotted and issued 1,655 shares to Zhao Tian;
- (ee) instrument of transfer dated 18 September 2015 entered into between Great Virtue and Power Moon for the transfer of 8,000 shares in Star China as referred to in item (dd) above;
- (ff) bought and sold notes dated 18 September 2015 executed by Great Virtue and Power Moon for the transfer of 8,000 shares in Star China as referred to in item (dd) above;
- (gg) instrument of transfer dated 18 September 2015 entered into between Mr. Tsang and Power Moon for the transfer of 2,000 shares in Star China as referred to in item (dd) above;
- (hh) bought and sold notes dated 18 September 2015 executed by Mr. Tsang and Power Moon for the transfer of 2,000 shares in Star China as referred to in item (dd) above;
- (ii) a sale and purchase agreement dated 18 September 2015 entered into among Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain (as vendors), Zhao Tian (as nominee of vendors), Zhen Tong (as purchaser) and Auspicious (as nominee of the purchaser), pursuant to which Zhen Tong acquired 55 shares, 15 shares, 15 shares and 15 shares in Smart Best from Bright Creator, Mr. Wong, Sun Foo Sing and Sky Gain respectively, and as consideration, Zhen Tong allotted and issued 1,655 shares to Zhao Tian;
- (jj) instrument of transfer dated 18 September 2015 entered into between Bright Creator and Auspicious for the transfer of 55 shares in Smart Best as referred to in item (ii) above;
- (kk) bought and sold notes dated 18 September 2015 executed by Bright Creator and Auspicious for the transfer of 55 shares in Smart Best as referred to in item (ii) above;
- (ll) instrument of transfer dated 18 September 2015 entered into between Mr. Wong and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;
- (mm) bought and sold notes dated 18 September 2015 executed by Mr. Wong and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;

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- (nn) instrument of transfer dated 18 September 2015 entered into between Sun Foo Sing and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;
- (oo) bought and sold notes dated 18 September 2015 executed by Sun Foo Sing and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;
- (pp) instrument of transfer dated 18 September 2015 entered into between Sky Gain and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;
- (qq) bought and sold notes dated 18 September 2015 executed by Sky Gain and Auspicious for the transfer of 15 shares in Smart Best as referred to in item (ii) above;
- (rr) a deed of assignment dated 18 September 2015 executed by Great Virtue (HK) and Orient Century (as assignors), Great Virtue (as assignee) and Richfield Develop and Long Run (as debtors), pursuant to which the assignors assigned the debt in the amount of approximately HK\$3.4 million owing to the assignors by the debtors to the assignee;
- (ss) a deed in relation to assumption of debt dated 18 September 2015 executed by Mr. Chan, Mr. Wong, Sun Foo Sing and Sky Gain (as creditors), Great Virtue (HK), Long Run, Star China, Solarday Investment and Orient Century (as debtors) and Great Virtue (as payer), pursuant to which the payer assumed the debt in the amount of approximately HK\$19.7 million owing by the debtors to the creditors;
- (tt) a deed of assignment dated 18 September 2015 executed by Great Virtue (as assignor), Elite Linker (as assignee), and Richfield Develop and Long Run (as debtors), pursuant to which the assignor assigned the debt in the amount of approximately HK\$17.9 million owing by the debtors to the assignor to the assignee;
- (uu) a deed of assignment dated 18 September 2015 executed by Great Virtue (as assignor), Zhen Tong (as assignee), and Mr. Chan, Mr. Wong, Sky Gain, Sun Foo Sing and Richmax (as debtors), pursuant to which the assignor assigned the debt in the amount of approximately HK\$14.3 million owing to the assignor by the debtors to the assignee;
- (vv) a deed of release dated 18 September 2015 executed by Mr. Tsang and Star China in relation to the release and discharge of approximately HK\$6.7 million owing to Mr. Tsang by Star China;
- (ww) a deed of release dated 18 September 2015 executed by Mr. Ip Yun Sang and Star China in relation to the release and discharge of approximately HK\$0.9 million owing to Mr. Ip Yun Sang by Star China;

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- (xx) a sale and purchase agreement dated 21 September 2015 entered into among Richmax and Taste Creator (as vendors), Sincere (as nominee of Richmax), Zhao Tian (as nominee of Taste Creator), Zhen Tong (as purchaser) and Keen Nation (as nominee of the purchaser), pursuant to which Keen Nation acquired 3,000 shares and 7,000 shares in Great Virtue from Richmax and Taste Creator respectively, and as consideration, Zhen Tong allotted and issued 1,655 shares to Zhao Tian, and allotted and issued 1,202 shares to Sincere;
- (yy) instrument of transfer dated 21 September 2015 entered into between Richmax and Keen Nation for the transfer of 3,000 shares in Great Virtue as referred to in item (xx) above;
- (zz) bought and sold notes dated 21 September 2015 executed by Richmax and Keen Nation for the transfer of 3,000 shares in Great Virtue as referred to in item (xx) above;
- (aaa) instrument of transfer dated 21 September 2015 entered into between Taste Creator and Keen Nation for the transfer of 7,000 shares in Great Virtue as referred to in item (xx) above;
- (bbb) bought and sold notes dated 21 September 2015 executed by Taste Creator and Keen Nation for the transfer of 7,000 shares in Great Virtue as referred to in item (xx) above;
- (ccc) a deed of assignment dated 2 March 2016 executed by Mr. Chan (as assignor), Long Run (as assignee) and Great Virtue (as debtor), pursuant to which the assignor assigned the debt in the amount of approximately HK\$0.3 million owing to the assignor by the debtor to the assignee;
- (ddd) a deed of release dated 2 March 2016 executed by Mr. Chan and Great Virtue in relation to the release and discharge of approximately HK\$0.2 million owing to Mr. Chan by Great Virtue;
- (eee) a deed of release dated 2 March 2016 executed by Mr. Chan and Star China in relation to the release and discharge of approximately HK\$6.5 million owing to Mr. Chan by Star China;
- (fff) a deed of release dated 2 March 2016 executed by Mr. Wong and Star China in relation to the release and discharge of approximately HK\$43,000 owing to Mr. Wong by Star China;
- (ggg) a deed of release dated 2 March 2016 executed by Mr. Chan, Mr. Wong and Solarday Investment in relation to the release and discharge of approximately HK\$0.8 million owing to Mr. Chan and Mr. Wong by Solarday Investment;
- (hhh) a deed of release dated 2 March 2016 executed by Mr. Chan, Mr. Wong and Orient Century in relation to the release and discharge of approximately HK\$82,000 owing to Mr. Chan and Mr. Wong by Orient Century;

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- (iii) a sale and purchase agreement dated [●] 2016 entered into among Zhao Tian, Sincere and Universal (as vendors) and the Company (as purchaser), pursuant to which the Company acquired 10,000 shares in Zhen Tong, and as consideration, one nil-paid Share held by Zhao Tian was credited as fully-paid and 8,486 Shares, 1,062 Shares and 451 Shares were allotted and issued to Zhao Tian, Sincere and Universal respectively;
- (jjj) a deed of non-competition dated [●] 2016 executed by Zhao Tian, Mr. Chan, Mrs. Chan, Bright Creator, Hong Cui, Mr. Wong, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui, Mr. David Chow and Mr. Anthony Chow in favour of the Company, details of which are set out in the paragraph headed "Non-competition Undertakings" under the section headed "Relationship with Controlling Shareholders" in this document;
- (kkk)a deed of indemnity dated [●] 2016 executed by Zhao Tian, Mr. Chan, Mrs. Chan, Bright Creator, Hong Cui, Mr. Wong, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui, Mr. David Chow and Mr. Anthony Chow in favour of the Company (for the Company and as trustee for its subsidiaries) containing the indemnities referred to in the paragraph headed "Tax and other indemnities" in this appendix; and
- (lll) the Underwriting Agreement.

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2. Intellectual Property Rights of the Group

(a) Trademarks

As at the Latest Practicable Date, the Group has registered the following trademarks in Hong Kong and the PRC which are material to the Group's business:

Trademark	Registered Owner	Class(es)	Registration Number	Registration Date	Expiry Date
Hong Kong					
	Solarday Investment	43	303448080	19 June 2015	18 June 2025
	Solarday Investment	43	303448062	19 June 2015	18 June 2025
PRC					
	Star China	43	11867833	21 May 2014	20 May 2024
	Star China	43	11867664	21 May 2014	20 May 2024

As at the Latest Practicable Date, the Group has applied for registration of the following trademarks in Hong Kong:

Trademark	Name of Applicant	Class(es)	Application Number	Application Date
	Solarday Investment	43	303542210	21 September 2015
Star of Canton Restaurant	Solarday Investment	43	303448071	19 June 2015

(b) Domain name(s)

As at the Latest Practicable Date, the Group is the owner of the following domain name which is material to the Group's business:

Registered Owner	Domain Name	Registration Date	Expiry Date
Solarday Investment	starofcanton.com.hk	29 May 2000	Nil

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3. Information about the PRC subsidiaries of the Group

Li Bao Ge Shenzhen

Name:	利寶閣(深圳)餐飲有限公司
Date of establishment:	14 August 2013
Corporate nature:	Limited liability company (wholly foreign-owned enterprise)
Registered capital:	HK\$15,000,000
Attributable effective interest of the Company:	100%
Term:	20 years (14 August 2013 to 14 August 2033)
Scope of business:	Production and selling of Chinese and western food
Legal representative:	Mr. Chan

Orient Shenzhen

Name:	奧聯(深圳)餐飲管理有限公司
Date of establishment:	18 March 2013
Corporate nature:	Limited liability company (Taiwan, Hong Kong and Macau wholly-owned enterprise)
Registered capital:	HK\$8,000,000
Attributable effective interest of the Company:	100%
Term:	20 years (18 March 2013 to 18 March 2033)
Scope of business:	Management of restaurant business enterprise; consulting services for management of restaurant business enterprise
Legal representative:	Mr. Chan

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C. FURTHER INFORMATION ABOUT SUBSTANTIAL SHAREHOLDERS, DIRECTORS AND EXPERTS

1. Disclosure of Interests

(a) *Interests of Directors and chief executive in Shares, underlying Shares and debentures of the Company and its associated corporations*

So far as the Directors are aware, immediately following the completion of the [REDACTED] and the Capitalisation Issue, but taking no account any Shares which may be issued upon the exercise of any options which may be granted under the Share Option Scheme and the [REDACTED], the interests and short positions of the Directors or chief executive of the Company in the Shares, underlying Shares and debentures of the Company or any of the associated corporations (within the meaning of Part XV of the SFO) which, once the Shares are listed on the GEM, will have to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including any interests or short positions which they are taken or deemed to have under such provisions of the SFO) or will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to the Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by the Directors, to be notified to the Company and the Stock Exchange, will be as follows:

(i) *Long position in the Shares*

Name of Director	Capacity/Nature	Number of Shares held/ interested in	Percentage of shareholding
Mr. Chan (<i>Notes 1 and 2</i>)	Interests held jointly with other persons; Interest in a controlled corporation	[REDACTED]	[REDACTED]
Mr. Wong (<i>Note 2</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Mr. David Chow (<i>Note 2</i>)	Interest held jointly with other parties	[REDACTED]	[REDACTED]

(ii) *Long position in the ordinary shares of associated corporations*

Name of Director	Position in the associated corporations	Percentage of interest in the associated corporation
Mr. Chan (<i>Note 1</i>)	Director of Zhao Tian	62.86% in Zhao Tian
Mr. Wong	N/A	12.38% in Zhao Tian
Mr. Lam Kwok Leung Peter (<i>Note 3</i>)	N/A	1.238% in Zhao Tian

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Notes:

1. Mr. Chan owns 50% of Bright Creator, which wholly owns Hong Cui and Hong Cui owns 62.86% of Zhao Tian. As such, Mr. Chan is deemed, or taken to be, interested in all the Shares held by Zhao Tian for the purposes of the SFO. Mr. Chan is a director of Zhao Tian.
2. Mr. Wong, Mr. Chan and Mr. David Chow (together with Zhao Tian, Mrs. Chan, Bright Creator, Hong Cui, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui and Mr. Anthony Chow), are parties acting in concert (having the meaning ascribed to it under the Takeovers Code). As such, immediately following the completion of the Capitalisation Issue and the [REDACTED] (without taking into account any Shares which may be issued upon the exercise of any option that may be granted under the Share Option Scheme and the [REDACTED]), Mr. Chan, Mr. Wong and Mr. David Chow (together with Zhao Tian, Mrs. Chan, Bright Creator, Hong Cui, Mr. Wong, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui and Mr. Anthony Chow) will together control [REDACTED]% of the entire share capital of the Company.
3. Mr. Lam Kwok Leung Peter owns 10% of Sun Foo Sing which owns 12.38% of Zhao Tian.

(b) *Interests of substantial and other Shareholders in the Shares and Underlying Shares*

So far as is known to the Directors and taking no account any Shares which may be issued upon the exercise of any options which may be granted under the Share Option Scheme and the [REDACTED], the following persons (not being a Director or chief executive of the Company) will, immediately following the completion of the Capitalisation Issue and the [REDACTED], have interests or short positions in Shares or underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or, who are, directly or indirectly, interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of the Group:

Name	Capacity/Nature	Number of Shares held/ interested in	Percentage of shareholding
Zhao Tian (<i>Notes 1 and 3</i>)	Interests held jointly with other persons; Beneficial owner	[REDACTED]	[REDACTED]
Mrs. Chan (<i>Notes 2 and 3</i>)	Interests held jointly with other persons; Interest in a controlled corporation	[REDACTED]	[REDACTED]
Bright Creator (<i>Notes 2 and 3</i>)	Interests held jointly with other persons; Interest in a controlled corporation	[REDACTED]	[REDACTED]
Mr. Wong (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Sun Foo Sing (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]

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Name	Capacity/Nature	Number of Shares held/ interested in	Percentage of shareholding
Sky Gain (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Mr. Ho (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Mr. Tsui (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Mr. Anthony Chow (<i>Note 3</i>)	Interests held jointly with other parties	[REDACTED]	[REDACTED]
Ms. Lau Lai Ngor (<i>Note 4</i>)	Interest of spouse	[REDACTED]	[REDACTED]
Ms. Lau Ngar Ching Angel (<i>Note 5</i>)	Interest of spouse	[REDACTED]	[REDACTED]
Ms. Lui Wai Har (<i>Note 6</i>)	Interest of spouse	[REDACTED]	[REDACTED]
Ms. Cho Sin Sum Fion (<i>Note 7</i>)	Interest of spouse	[REDACTED]	[REDACTED]
Sincere (<i>Note 8</i>)	Beneficial interest	[REDACTED]	[REDACTED]
Richmax (<i>Note 8</i>)	Interest in a controlled corporation	[REDACTED]	[REDACTED]
Mr. Cheung Yuen Chau (<i>Note 8</i>)	Interest in a controlled corporation	[REDACTED]	[REDACTED]
Mr. David Chu (<i>Note 8</i>)	Interest in a controlled corporation	[REDACTED]	[REDACTED]
Ms. Phyllis Woon Kink Cheng (<i>Note 9</i>)	Interest of spouse	[REDACTED]	[REDACTED]
Ms. Tsang Siu Lan (<i>Note 10</i>)	Interest of spouse	[REDACTED]	[REDACTED]

Notes:

1. Zhao Tian is an investment holding company incorporated in the BVI and owned as to 62.86%, 12.38%, 12.38% and 12.38% by Hong Cui, Mr. Wong, Sun Foo Sing and Sky Gain respectively. Mr. Chan is the director of Zhao Tian.
2. Mrs. Chan owns 50% of Bright Creator, which wholly owns Hong Cui and Hong Cui owns 62.86% of Zhao Tian. As such, Mrs. Chan and Bright Creator are deemed, or taken to be, interested in all the Shares held by Zhao Tian for the purposes of the SFO.
3. Zhao Tian, Mrs. Chan, Bright Creator, Hong Cui, Mr. Wong, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui and Mr. Anthony Chow (together with Mr. Chan, Mr. Wong and Mr. David Chow), are parties acting in concert (having the meaning ascribed to it under the Takeovers Code). As such, immediately following the completion of the Capitalisation Issue and the [REDACTED] (without taking into account any Shares which may be issued upon the exercise of any option that may be granted under the Share Option Scheme and the [REDACTED]), Zhao Tian, Mrs. Chan, Bright Creator, Hong Cui, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui and Mr. Anthony Chow (together with Mr. Chan, Mr. Wong and Mr. David Chow) will together control [REDACTED]% of the entire share capital of the Company.

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4. Ms. Lau Lai Ngor is the spouse of Mr. Anthony Chow and is deemed or taken to be interested in all the Shares in which Mr. Anthony Chow has, or is deemed to have, an interest for the purpose of the SFO.
5. Ms. Lau Ngar Ching Angel is the spouse of Mr. Wong and is deemed or taken to be interested in all the Shares in which Mr. Wong has, or is deemed to have, an interest for the purpose of the SFO.
6. Ms. Lui Wai Har is the spouse of Mr. Tsui and is deemed or taken to be interested in all the Shares in which Mr. Tsui has, or is deemed to have, an interest for the purpose of the SFO.
7. Ms. Cho Sin Sum Fion is the spouse of Mr. David Chow and is deemed or taken to be interested in all the Shares in which Mr. David Chow has, or is deemed to have, an interest for the purpose of the SFO.
8. Sincere is an investment holding company incorporated in the BVI and wholly owned by Richmax. Mr. Cheung Yuen Chau and Mr. David Chu own approximately 40% and 46.67% of Richmax respectively. As such, each of Richmax, Mr. Cheung Yuen Chau and Mr. David Chu is deemed, or taken to be, interested in all the Shares held by Sincere for the purposes of the SFO.
9. Ms. Phyllis Woon Kink Cheng is the spouse of Mr. Cheung Yuen Chau and is deemed or taken to be interested in all the Shares in which Mr. Cheung Yuen Chau has, or is deemed to have, an interest for the purpose of the SFO.
10. Ms. Tsang Siu Lan is the spouse of Mr. David Chu and is deemed or taken to be interested in all the Shares in which Mr. David Chu has, or is deemed to have, an interest for the purpose of the SFO.

2. Particulars of service contracts

None of the Directors has or is proposed to have any service agreement with the Company or any of its subsidiaries (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).

3. Remuneration of Directors

- (a) The aggregate remuneration paid by the Group to the Directors in the capacity of directors for the three years ended 31 December 2013, 2014 and 2015 was HK\$1,788,000.
- (b) Under the arrangements currently in force, the aggregate emoluments (excluding payment pursuant to any discretionary benefits or bonus or other fringe benefits) payable by the Group to the Directors for the year ending 31 December 2016 will be approximately HK\$1,860,000.

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- (c) Under the arrangements currently proposed, conditional upon the [REDACTED], the basic annual remuneration (excluding payment pursuant to any discretionary benefits or bonus or other fringe benefits) payable by the Group to each of the Directors will be as follows:

HK\$

Executive Directors

Mr. Chan	600,000
Mr. Lam Kwok Leung Peter	240,000
Mr. Wong	240,000
Mr. David Chow	240,000

HK\$

Independent non-executive Directors

Mr. Liu Chi Keung	180,000
Prof. Wong Lung Tak Patrick	180,000
Mr. Tam Tak Kei Raymond	180,000

4. Agency fees or commissions received

Save as disclosed in the paragraph headed "Commission and expenses" in the section headed "Underwriting" of this document, none of the Directors or the experts named in the paragraph headed "Consents of experts" in this appendix had received any agency fee or commissions from the Group within the two years preceding the date of this document.

5. Related party transactions

Details of the related party transactions are set out under note 34 to the Accountants' Report set forth in Appendix I to this document.

6. Disclaimers

Save as disclosed in this document:

- (a) taking no account any Shares which may be issued upon the exercise of options which may be granted under the Share Option Scheme and the [REDACTED], the Directors are not aware of any person (not being a Director or chief executive of the Company) who will, immediately following the completion of the [REDACTED] and the Capitalisation Issue, have an interest or short position in the Shares or underlying Shares which will fall to be disclosed to the Company and the Stock Exchange pursuant to the provisions of Divisions 2 and 3 of Part XV of the SFO, or who will be, directly or indirectly, interested in 10% or more of the nominal value or any class of share capital carrying rights to vote in all circumstances at general meetings of any member of the Group;

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- (b) none of the Directors or chief executive of the Company has any interest or short position in the Shares, underlying Shares or debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which will have to be notified to the Company and the Stock Exchange under Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which he is taken or deemed to have under such provisions of the SFO) or will be required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or will be required, pursuant to Rules 5.46 to 5.67 of the GEM Listing Rules relating to securities transactions by the Directors, to be notified to the Company and the Stock Exchange, in each case once the Shares are listed on the GEM;
- (c) none of the Directors or the experts named in the paragraph headed "Qualifications of experts" in this appendix is interested in the promotion of, or in any assets which have been, within the two years immediately preceding the issue of this document, acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (d) none of the Directors or the experts named in the paragraph headed "Qualifications of experts" in this appendix is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of the Group taken as a whole;
- (e) none of the Directors or the experts named in the paragraph headed "Qualifications of experts" in this appendix has any shareholding in any member of the Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group;
- (f) so far as is known to the Directors, none of the directors, their respective associates (as defined under the GEM Listing Rules) or Shareholders who are interested in more than 5% of the issued share capital of the Company has any interests in the five largest customers or the five largest suppliers of the Group;
- (g) none of the directors has any existing or proposed service contracts with any member of the group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)); and
- (h) no remuneration or other benefits in kind have been paid by any member of the group to any Director since the date of incorporation of the Company, nor are any remuneration or benefits in kind payable by any member of the Group to any Director in respect of the current financial year under any arrangement in force as at the Latest Practicable Date.

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D. SHARE OPTION SCHEME

The Company has conditionally adopted the Share Option Scheme on [●] 2016. The following is a summary of the principal terms of the Share Option Scheme but does not form, nor was it intended to be, part of the Share Option Scheme nor should it be taken as affecting the interpretation of the rules of the Share Option Scheme.

The terms of the Share Option Scheme are in accordance with the provisions of Chapter 23 of the GEM Listing Rules.

(a) Definitions

For the purpose of this section, the following expressions have the meanings set out below unless the context requires otherwise:

“Adoption Date”	[●] 2016, the date on which the Share Option Scheme is conditionally adopted by the Shareholders by way of written resolutions
“Board”	the board of Directors or a duly authorised committee of the board of Directors
“Group”	the Company and any entity in which the Company, directly or indirectly, holds any equity interest
“Scheme Period”	the period commencing on the Adoption Date and expiring at the close of business on the Business Day immediately preceding the tenth anniversary thereof

(b) Summary of terms

The following is a summary of the principal terms of the rules of the Share Option Scheme conditionally adopted by the written resolutions of the Shareholders passed on [●] 2016:

(i) Purpose of the Share Option Scheme

The purpose of the Share Option Scheme is to attract and retain the best available personnel, to provide additional incentive to employees (fulltime and part-time), directors, consultants, advisers, distributors, contractors, suppliers, agents, customers, business partners and services providers of the Group and to promote the success of the business of the Group.

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(ii) Who may join and basis of eligibility

The Board may, at its absolute discretion and on such terms as it may think fit, grant any employee (full-time or part-time), director, consultant or adviser of the Group, or any substantial shareholder of the Group, or any distributor, contractor, supplier, agent, customer, business partner or service provider of the Group, options to subscribe at a price calculated in accordance with paragraph (iii) below for such number of Shares as it may determine in accordance with the terms of the Share Option Scheme. The basis of eligibility of any participant to the grant of any option shall be determined by the Board (or as the case may be, the independent non-executive Directors) from time to time on the basis of his contribution or potential contribution to the development and growth of the Group.

(iii) Price of Shares

The subscription price of a Share in respect of any particular option granted under the Share Option Scheme shall be a price solely determined by the Board and notified to a participant and shall be at least the highest of: (i) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheet on the date of grant of the option, which must be a Business Day; (ii) the average of the closing prices of the Shares as stated in the Stock Exchange's daily quotations sheets for the five Business Days immediately preceding the date of grant of the option; and (iii) the nominal value of a Share on the date of grant of the option, provided always that for the purpose of calculating the subscription price, where the Company has been listed on the Stock Exchange for less than five Business Days, the new issue price shall be used as the closing price for any Business Day fall within the period before [REDACTED].

(iv) Grant of options and acceptance of offers

An offer for the grant of options must be accepted within seven days inclusive of the day on which such offer was made. The amount payable by the grantee of an option to the Company on acceptance of the offer for the grant of an option is HK\$1.00.

(v) Maximum number of Shares

- (aa) subject to sub-paragraph (bb) and (cc) below, the maximum number of Shares issuable upon exercise of all options to be granted under the Share Option Scheme and any other share option schemes of the Company as from the Adoption Date (excluding, for this purpose, Shares issuable upon exercise of options which have been granted but which have lapsed in accordance with the terms of the Share Option Scheme or any other share option schemes of the Company) must not in aggregate exceed 10% of all the Shares in issue as at the [REDACTED]. Therefore, it is expected that the Company may grant options in respect of up to [●] Shares (or such numbers of Shares as shall result from a sub-division or a consolidation of such [●] Shares from time to time) to the participants under the Share Option Scheme.

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- (bb) The 10% limit as mentioned above may be refreshed at any time by obtaining approval of the Shareholders in general meeting provided that the total number of Shares which may be issued upon exercise of all options to be granted under the Share Option Scheme and any other share option schemes of the Company must not exceed 10% of the Shares in issue as at the date of approval of the refreshed limit. Options previously granted under the Share Option Scheme and any other share option schemes of the Company (including those outstanding, cancelled or lapsed in accordance with the terms of the Share Option Scheme or any other share option schemes of the Company) will not be counted for the purpose of calculating the refreshed 10% limit. A circular must be sent to the Shareholders containing the information as required under the GEM Listing Rules in this regard.
- (cc) the Company may seek separate approval of the Shareholders in general meeting for granting options beyond the 10% limit provided the options in excess of the 10% limit are granted only to grantees specifically identified by the Company before such approval is sought. In such event, the Company must send a circular to the Shareholders containing a generic description of such grantees, the number and terms of such options to be granted and the purpose of granting options to them with an explanation as to how the terms of the options will serve such purpose, such other information required under the GEM Listing Rules.
- (dd) The aggregate number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the Share Option Scheme and any other share option schemes of the Company must not exceed 30% of the Shares in issue from time to time. No options may be granted under the Share Option Scheme or any other share option schemes of the Company if this will result in such 30% limit being exceeded.

(vi) Maximum entitlement of each participant

The total number of Shares issued and to be issued upon exercise of options granted to any participant (including both exercised and outstanding options) under the Share Option Scheme, in any 12-month period up to the date of grant shall not exceed 1% of the Shares in issue. Any further grant of options in excess of such limit must be separately approved by Shareholders in general meeting with such grantee and his close associates (or his associates if the grantee is a connected person) abstaining from voting. In such event, the Company must send a circular to the Shareholders containing the identity of the grantee, the number and terms of the options to be granted (and options previously granted to such grantee), and all other information required under the GEM Listing Rules. The number and terms (including the subscription price) of the options to be granted must be fixed before the approval of the Shareholders and the date of the Board meeting proposing such further grant should be taken as the date of grant for the purpose of calculating the subscription price.

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(vii) Grant of options to a Director, chief executive or Substantial Shareholder, or any of their respective associates

- (aa) Any grant of an option to a Director, chief executive or Substantial Shareholder (or any of their respective associates) must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is a proposed grantee of the option).
- (bb) Where any grant of options to a Substantial Shareholder or an independent non-executive Director (or any of their respective associates) will result in the total number of Shares issued and to be issued upon exercise of all options already granted and to be granted to such person under the Share Option Scheme and any other share option schemes of the Company (including options exercised, cancelled and outstanding) in any 12-month period up to and including the date of grant:
 - (i) representing in aggregate over 0.1% of the Shares in issue; and
 - (ii) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million, such further grant of options is required to be approved by Shareholders at a general meeting of the Company, with voting to be taken by way of poll. The Company shall send a circular to the Shareholders containing all information as required under the GEM Listing Rules in this regard. The grantee, his associates and all core connected persons of the Company must abstain from voting (except where any connected person intends to vote against the proposed grant). Any change in the terms of an option granted to a Substantial Shareholder or an independent non-executive Director or any of their respective associates is also required to be approved by Shareholders in the aforesaid manner.

(viii) Restrictions on the times of grant of options

- (aa) An offer for the grant of options may not be made after any inside information (as defined in the SFO) has come to the knowledge of the Company until such inside information has been announced pursuant to the requirements of the GEM Listing Rules and the SFO. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:
 - (i) the date of the Board meeting (such date to first be notified to the Stock Exchange in accordance with the GEM Listing Rules) for the approval of the Company's results for any year, half-year, quarterly or other interim period (whether or not required under the GEM Listing Rules); and

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- (ii) the deadline for the Company to publish an announcement of the results for any year, half-year or quarterly under the GEM Listing Rules, or other interim period (whether or not required under the GEM Listing Rules).
- (bb) Further to the restrictions in paragraph (aa) above, no option may be granted to a Director on any day on which financial results of the Company are published and:
 - (i) during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
 - (ii) during the period of 30 days immediately preceding the publication date of the quarterly results and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

(ix) Time of exercise of option

An option may be exercised in accordance with the terms of the Share Option Scheme at any time during a period as the Board may determine which shall not exceed ten years from the date of grant subject to the provisions of early termination thereof.

(x) Performance targets

Save as determined by the Board and provided in the offer of the grant of the relevant options, there is no performance target which must be achieved before any of the options can be exercised.

(xi) Ranking of Shares

Our Shares to be allotted upon the exercise of an option will be subject to all the provisions of the Articles for the time being in force and will rank pari passu in all respects with the fully paid Shares in issue on the date of allotment and accordingly will entitle the holders to participate in all dividends or other distributions paid or made after the date of allotment other than any dividend or other distribution previously declared or recommended or resolved to be paid or made with respect to a record date which shall be on or before the date of allotment, save that the Shares allotted upon the exercise of any option shall not carry any voting rights until the name of the grantee has been duly entered on the register of members of the Company as the holder thereof.

(xii) Rights are personal to grantee

An option shall not be transferable or assignable and shall be personal to the grantee of the option.

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(xiii) Rights on cessation of employment by death

In the event of the death of the grantee (provided that none of the events which would be a ground for termination of employment referred to in (xiv) below arises within a period of 3 years prior to the death, in the case the grantee is an employee at the date of grant), the legal personal representative(s) of the grantee may exercise the option up to the grantee's entitlement (to the extent which has become exercisable and not already exercised) within a period of 12 months following his death provided that where any of the events referred to in (xvii), (xviii) and (xix) occurs prior to his death or within such period of six months following his death, then his personal representative(s) may so exercise the option within such of the various periods respectively set out therein.

(xiv) Rights on cessation of employment by dismissal

In the event that the grantee is an employee of the Group at the date of grant and he subsequently ceases to be an employee of the Group on any one or more of the grounds that he has been guilty of serious misconduct, or has committed an act of bankruptcy or has become insolvent or has made any arrangement or composition with his creditors generally, or has been convicted of any criminal offence involving his integrity or honesty or (if so determined by the Board) on any other Ground on which an employer would be entitled to terminate his employment at common law or pursuant to any applicable laws or under the grantee's service contract with the Group, his option shall lapse automatically (to the extent not already exercised) on the date of cessation of his employment with the Group.

(xv) Rights on cessation of employment for other reasons

In the event that the grantee is an employee of the Group at the date of grant and he subsequently ceases to be an employee of the Group for any reason other than his death or the termination of his employment on one or more of the grounds specified in (xiv) above, the option (to the extent not already exercised) shall lapse on the expiry of 3 months after the date of cessation of such employment (which date will be the last actual working day with the Company or the relevant member of the Group whether salary is paid in lieu of notice or not).

(xvi) Effects of alterations to share capital

In the event of any alteration in the capital structure of the Company whilst any option remains exercisable, whether by way of capitalisation of profits or reserves, rights issue, consolidation, subdivision or reduction of the share capital of the Company (other than an issue of Shares as consideration in respect of a transaction to which any member of the Group is a party), such corresponding adjustments (if any) shall be made in the number of Shares subject to the option so far as unexercised; and/or the subscription prices, as the auditors of or independent financial adviser to the Company shall certify or confirm in writing (as the case may be) to the Board to be in their opinion fair and

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reasonable in compliance with the relevant provisions of the GEM Listing Rules, or any guideline or supplemental guideline issued by the Stock Exchange from time to time (no such certification is required in case of adjustment made on a capitalisation issue), provided that any alteration shall give a grantee the same proportion of the issued share capital of the Company as that to which he was previously entitled, but no adjustment shall be made to the effect of which would be to enable a Share to be issued at less than its nominal value.

(xvii) Rights on a general offer

In the event of a general offer (whether by way of takeover offer or scheme of arrangement or otherwise in like manner) being made to all the Shareholders (or all such holders other than the offeror and, or any persons controlled by the offeror and, or any person acting in association or concert with the offeror) and such offer becoming or being declared unconditional, the grantee (or, as the case may be, his legal personal representative(s)) shall be entitled to exercise the option in full (to the extent not already exercised) at any time within one month after the date on which the offer becomes or is declared unconditional.

(xviii) Rights on winding-up

In the event a notice is given by the Company to the members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date as or soon after it despatches such notice to each member of the Company give notice thereof to all grantees and thereupon, each grantee (or, as the case may be, his legal personal representative(s)) shall be entitled to exercise all or any of his options at any time not later than 2 Business Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot the relevant Shares to the grantee credited as fully paid.

(xix) Rights on compromise or arrangement

In the event of a compromise or arrangement between the Company and the Shareholders or the creditors of the Company being proposed in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies pursuant to the Companies Law, the Company shall give notice thereof to all the grantees (or, as the case may be, their legal personal representatives) on the same day as it gives notice of the meeting to the Shareholders or the creditors to consider such a compromise or arrangement and the options (to the extent not already exercised) shall become exercisable in whole or in part on such date not later than two Business Days prior to the date of the general meeting directed to be convened by the court for the

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purposes of considering such compromise or arrangement ("Suspension Date"), by giving notice in writing to the Company accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given whereupon the Company shall as soon as practicable and, in any event, no later than 3:00 p.m. on the Business Day immediately prior to the date of the proposed general meeting, allot and issue the relevant Shares to the grantee credited as fully paid. With effect from the Suspension Date, the rights of all grantees to exercise their respective options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all options shall, to the extent that they have not been exercised, lapse and determine. The Board shall endeavour to procure that the Shares issued as a result of the exercise of options hereunder shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If for any reason such compromise or arrangement is not approved by the court (whether upon the terms presented to the court or upon any other terms as may be approved by such court), the rights of grantees to exercise their respective options shall with effect from the date of the making of the order by the court be restored in full but only up to the extent not already exercised and shall thereupon become exercisable (but subject to the other terms of the Share Option Scheme) as if such compromise or arrangement had not been proposed by the Company and no claim shall lie against the Company or any of its officers for any loss or damage sustained by any grantee as a result of such proposal, unless any such loss or damage shall have been caused by the act, neglect, fraud or wilful default on the part of the Company or any of its officers.

(xx) Lapse of options

An option shall lapse automatically on the earliest of:

- (aa) the expiry of the period referred to in paragraph (ix) above;
- (bb) the date on which the Board exercises the Company's right to cancel, revoke or terminate the option on the ground that the grantee commits a breach of paragraph (xii);
- (cc) the expiry of the relevant period or the occurrence of the relevant event referred to in paragraphs (xiii), (xiv), (xv), (xvii), (xviii) or (xix) above;
- (dd) subject to paragraph (xviii) above, the date of the commencement of the winding-up of the Company;
- (ee) the occurrence of any act of bankruptcy, insolvency or entering into of any arrangements or compositions with his creditors generally by the grantee, or conviction of the grantee of any criminal offence involving his integrity or honesty;
- (ff) where the grantee is only a substantial shareholder of any member of the Group, the date on which the grantee ceases to be a substantial shareholder of such member of the Group; or

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- (gg) subject to the compromise or arrangement as referred to in paragraph (xix) become effective, the date on which such compromise or arrangement becomes effective.

(xxi) Cancellation of options granted but not yet exercised

Any cancellation of options granted but not exercised may be effected on such terms as may be agreed with the relevant grantee, as the Board may in its absolute discretion sees fit and in manner that complies with all applicable legal requirements for such cancellation.

(xxii) Period of the Share Option Scheme

The Share Option Scheme will remain in force for a period of ten years commencing on the date on the Adoption Date and shall expire at the close of business on the Business Day immediately preceding the tenth anniversary thereof unless terminated earlier by the Shareholders in general meeting.

(xxiii) Alteration to the Share Option Scheme

- (aa) The Share Option Scheme may be altered in any respect by resolution of the Board except that alterations of the provisions of the Share Option Scheme which alters to the advantage of the grantees of the options relating to matters governed by Rule 23.03 of the GEM Listing Rules shall not be made except with the prior approval of the Shareholders in general meeting.
- (bb) Any amendment to any terms of the Share Option Scheme which are of a material nature or any change to the terms of options granted, or any change to the authority of the Board in respect of alteration of the Share Option Scheme must be approved by Shareholders in general meeting except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (cc) Any amendment to any terms of the Share Option Scheme or the options granted shall comply with the relevant requirements of the GEM Listing Rules and the notes thereto and the supplementary guidance on the interpretation of the GEM Listing Rules issued by the Stock Exchange from time to time (including the supplemental guidance attached to the letter from the Stock Exchange dated 5 September 2005 to all issuers relating to share option schemes) or any guidelines issued by the Stock Exchange from time to time.

(xxiv) Termination to the Share Option Scheme

The Company by resolution in general meeting or the Board may at any time terminate the operation of the Share Option Scheme and in such event no further options will be offered but options granted prior to such termination shall continue to be valid and exercisable in accordance with provisions of the Share Option Scheme.

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(xxv) Conditions of the Share Option Scheme

The Share Option Scheme is conditional upon (i) the Listing Division of the Stock Exchange granting the [REDACTED] of, and permission to deal in the Shares may be issued pursuant to the exercise of any options which may be granted under the Share Option Scheme; (ii) the passing of the necessary resolution(s) to approve and adopt the Share Option Scheme by the Shareholders in general meeting or by way of written resolution; and (iii) the commencement of trading of Shares on the GEM.

(c) Present status of the Share Option Scheme

Application has been made to the Listing Division for [REDACTED] of and permission to deal in [REDACTED] Shares which fall to be issued pursuant to the exercise of the options granted under the Share Option Scheme.

As at the date of document, no option has been granted or agreed to be granted under the Share Option Scheme.

E. OTHER INFORMATION

1. Tax and other indemnities

Zhao Tian, Mr. Chan, Mrs. Chan, Bright Creator, Hong Cui, Mr. Wong, Sun Foo Sing, Sky Gain, Mr. Ho, Mr. Tsui, Mr. David Chow and Mr. Anthony Chow (collectively, the "Indemnifiers") have, under a deed of indemnity referred to in item (i) of the sub-section headed "Summary of material contracts" in this appendix, given joint and several indemnities to the Company for itself and as trustee for its subsidiaries in connection with, among other things,

- (a) any liability for Hong Kong estate duty which is or hereafter become payable by any member of the Group under or by virtue of the provisions of section 35 and/or section 43 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) or any similar legislation in any relevant jurisdiction outside Hong Kong arising on the death of any person at any time by reason of any transfer of any property to any member of the Group on or before the date on which the [REDACTED] becomes unconditional;
- (b) any taxation falling on any member of the Group (i) in respect of or by reference to any income, profits or gains earned, accrued or received or deemed or alleged to have been earned, accrued or received on or before the date on which the [REDACTED] becomes unconditional; or (ii) in respect of or by reference to any transaction, transfer, act, omission or event entered into or occurring or deemed to enter into or occur on or before the date on which the [REDACTED] becomes unconditional;

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- (c) any claims, actions, demands, proceedings, judgments, losses, liabilities, damages, costs, charges, fees, expenses, penalties and fines of whatever nature suffered or incurred by any member of the Group as a result of or in connection with:
 - (i) any litigation, arbitrations, claims (including counter-claims), complaints, demands and/or legal proceedings instituted by or against any member of the Group in relation to events occurred on or before the date on which the [REDACTED] becomes unconditional;
 - (ii) the implementation of the Reorganisation and/or disposal, transfer or acquisition of the equity interest in any member of the Group since the date of incorporation/establishment of each member of the Group and up to the date on which the [REDACTED] becomes unconditional; and
 - (iii) any non-compliance with the applicable laws, rules or regulations by the Company and/or any member of the Group since the date of incorporation of each member of the Group and up to the date on which the [REDACTED] becomes unconditional.

The Indemnifiers will, however, not be liable under the deed of indemnity to the extent that, among others:

- (a) specific provision, reserve or allowance has been made for such liability in the audited combined accounts of the Company for the Track Record Period; or
- (b) the taxation liability arises or is incurred as a result of a retrospective change in law or a retrospective increase in tax rates coming into force after the date on which the [REDACTED] becomes unconditional; or
- (c) the taxation liability arises in the ordinary course of business of any members of the Group after 31 December 2015 up to and including the date on which the [REDACTED] becomes unconditional.

The Directors have been advised that no material liability for estate duty under the laws of the Cayman Islands is likely to fall on the Group.

2. Litigation

The Directors confirmed that as at the Latest Practicable Date, no member of the Group is engaged in any litigation or arbitration of material importance and no litigation or claim of material importance is pending or threatened by or against any member of the Group.

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3. Sponsor

The Sponsor has made an application on behalf of the Company to the Listing Division for [REDACTED] of and permission to deal in the Shares in issue and to be issued as mentioned herein and any Shares which may fall to be issued pursuant to the exercise of the options which may be granted under the Share Option Scheme.

The Sponsor has confirmed to the Stock Exchange that it satisfies the independence test as stipulated under Rule 6A.07 of the GEM Listing Rules.

The Group agreed to pay the Sponsor a fee of HK\$4.2 million, which relates solely to services provided by the Sponsor in the capacity of sponsor.

4. Preliminary expenses

The preliminary expenses relating to the incorporation of the Company are approximately HK\$42,000 and are payable by the Company.

5. Promoter

The Company has no promoter for the purpose of the GEM Listing Rules.

6. Qualifications of experts

The following are the respective qualifications of the experts who have given their opinion or advice which is contained in this document:

Name	Qualification
Ample Capital Limited	A licensed corporation under the SFO to engage in type 1 (dealing in securities) and type 6 (advising on corporate finance) of the regulated activities as defined under the SFO
Ting Ho Kwan & Chan CPA Limited	Certified Public Accountants
Appleby	Cayman Islands attorneys-at-law
Dacheng Law Offices	PRC Legal Adviser
Chan Chung	Barrister-at-law of Hong Kong
CT Partners	Internal Control Adviser

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7. Consents of experts

Each of Ample Capital Limited, Ting Ho Kwan & Chan CPA Limited, Appleby, Chan Chung, CT Partners and Dacheng Law Offices has given and has not withdrawn its written consents to the issue of this document, with the inclusion of its letters and/or reports and/or opinions and/or summary thereof (as the case may be) and/or reference to its name included herein in the form and context in which they respectively appear.

8. Binding effect

This document shall have the effect, if an application is made in pursuance hereof, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies (Winding Up and Miscellaneous Provisions) Ordinance so far as applicable.

9. Registration procedures

The principal register of members of the Company in the Cayman Islands will be maintained by [REDACTED] and a branch register of members of the Company will be maintained by [REDACTED]. Save where the Directors otherwise agree, all transfers and other documents of title to Shares must be lodged for registration with, and registered by, the Company's branch share registrar in Hong Kong and may not be lodged in the Cayman Islands. All necessary arrangements have been made to enable the Shares to be admitted into CCASS.

10. No material adverse change

Save for the expenses expected to be incurred in connection with the [REDACTED], the Directors confirm that there has been no material adverse change in the financial or trading position or prospects of the Company or its subsidiaries since 31 December 2015 (being the date to which the latest audited financial statements of the Group were made up) and up to the date of this document, and there is no event since 31 December 2015 which would materially affect the information shown in our combined financial information included in the Accountants' Report set forth in Appendix I to this document.

11. Taxation of holders of Shares

(a) Hong Kong

Dealings in Shares registered on the Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty. Profits from dealings in Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax.

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(b) Cayman Islands

No stamp duty is payable in the Cayman Islands on transfers of shares of Cayman Islands companies except those which hold interests in land in the Cayman Islands.

(c) Consultation with professional advisers

Intending holders of the Shares are recommended to consult their professional advisers if they are in any doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in the Shares. It is emphasised that none of the Company, the directors or parties involved in the [REDACTED] accepts responsibility for any tax effect on, or liabilities of holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares.

12. Miscellaneous

(a) Save as disclosed in this document:

(i) within the two years immediately preceding the date of this document:

- (aa) no share or loan capital of the Company or any of our subsidiaries has been issued, agreed to be issued or is proposed to be issued fully or partly paid either for cash or for a consideration other than cash;*
- (bb) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of the Company or any of its subsidiaries and no commission has been paid or is payable in connection with the issue or sale of any capital of the Company or any of our subsidiaries;*
- (cc) no commission has been paid or payable (except to sub-underwriter) for subscribing or agreeing to subscribe, procuring or agreeing to procure subscriptions, for any Shares or shares of any of our subsidiaries;*
- (dd) no founder, management or deferred shares or any debentures of the Company have been issued or agreed to be issued; and*
- (ee) no share or loan capital of the Company is under option or is agreed conditionally or unconditionally to be put under option;*

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- (ii) there has not been any interruption in the business of the Group which may have or have had a significant effect on the financial position of the Group in the 12 months immediately preceding the date of this document;
 - (iii) none of Ample Capital Limited, Ting Ho Kwan & Chan CPA Limited, Appleby, Chan Chung, CT Partners and Dacheng Law Offices:
 - (aa) is interested beneficially or non-beneficially in any securities in any member of the Group, including our Shares; or
 - (bb) has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any securities in any member of the Group, including the Shares;
 - (iv) the Company and its subsidiaries do not have any debt securities issued or outstanding, or authorised or otherwise created but unissued, or any term loans whether guaranteed or secured as at the Latest Practicable Date;
 - (v) no Company within the Group is presently listed on any stock exchange or traded on any trading system; and
 - (vi) the Group has no outstanding convertible debt securities.
- (b) the English text of this document shall prevail over the Chinese text.

13. Bilingual Document

The English language and Chinese language versions of this document are being published separately in reliance upon the exemption provided in section 4 of the Companies Ordinance (Exemption of Companies and Prospectuses from Compliance with Provisions) Notice (Chapter 32L of the Laws of Hong Kong).