

[REDACTED]

[REDACTED]

[REDACTED] and [REDACTED]

[REDACTED]

[REDACTED] ARRANGEMENTS AND EXPENSES

The [REDACTED]

[REDACTED]

**Grounds for Termination**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### **Fees, Commission and Expenses**

Pursuant to the [REDACTED], the [REDACTED] are being [REDACTED] for subscription, subject to the terms and conditions in this [REDACTED], at the [REDACTED] of HK\$[REDACTED] to HK\$[REDACTED] per [REDACTED]. The [REDACTED] will receive an [REDACTED] commission of [REDACTED] of the aggregate [REDACTED] of all [REDACTED], out of which they will pay any [REDACTED] commissions. Assuming the [REDACTED] is HK\$[REDACTED], being the mid-point of the indicative [REDACTED] range, the total [REDACTED] commission, fees and expenses relating to the [REDACTED] and [REDACTED] (including the [REDACTED] fees, [REDACTED] transaction levy, [REDACTED] trading fee, legal and other professional fees, and printing), are estimated to be approximately HK\$[REDACTED], all of which is expected to be incurred for the year ending 31 March 2017.

[REDACTED]

## [REDACTED] INTEREST IN OUR COMPANY

Save as provided for under the [REDACTED], the [REDACTED] do not have any shareholding interests in any member of our Group nor have any right or option to subscribe for or nominate persons to subscribe for any Shares.

## SPONSOR AND ITS INDEPENDENCE

Shenwan Hongyuan Capital (H.K.) Limited as the Sole Sponsor satisfies the independence criteria applicable to sponsors as set out in Rule 6A.07 of the [REDACTED].

## COMPLIANCE ADVISER’S AGREEMENT

Pursuant to a compliance adviser’s agreement dated 23 December 2016 and made between the Sole Sponsor and our Company (the “**Compliance Adviser’s Agreement**”), our Company has appointed the Sole Sponsor, and the Sole Sponsor has agreed to act, as the compliance adviser to our Company for the purpose of the [REDACTED] for a fee from the [REDACTED] until the date on which our Company complies with Rule 18.03 of the [REDACTED] in respect of its financial results for the second full financial year after the [REDACTED] or until the Compliance Adviser’s Agreement is terminated pursuant to its terms and conditions.

## SPONSOR’S INTERESTS IN OUR COMPANY

The Sole Sponsor, being our Company’s compliance adviser pursuant to Rule 6A.19 of the [REDACTED], will also receive a financial advisory fee from our Company during the term of its appointment as the compliance adviser of our Company. Save for (i) the advisory and documentation fees to be paid to the Sole Sponsor as the sponsor to the [REDACTED]; (ii) the fee to be paid to the Sole Sponsor as our Company’s compliance adviser pursuant to the requirements under Rules 6A.19 of the [REDACTED]; and (iii) the [REDACTED] commission to be paid to the Sole Sponsor for acting as an [REDACTED] to the [REDACTED], neither the Sole Sponsor nor any of its close associates has or may have, as a result of the [REDACTED], any interest in any class of securities in our Company or any of its subsidiaries (including options or rights to subscribe for such securities).

No director or employee of the Sole Sponsor who is involved in providing advice to our Company has or may have, as a result of the [REDACTED], any interest in any class of securities of our Company or any of our subsidiaries (including options or rights to subscribe for such securities that may be subscribed for or purchased by any such director or employee pursuant to the [REDACTED]).

No director or employee of the Sole Sponsor has a directorship in our Company or any of our subsidiaries.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]