
UNDERWRITING

HONG KONG UNDERWRITERS

Credit Suisse (Hong Kong) Limited
UOB Asia (Hong Kong) Limited
ICEA Capital Limited
China Insurance Group Securities Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Public offer

Hong Kong Underwriting Agreement

Pursuant to the Public Offer, our Company is offering 70,034,000 Public Offer Shares for subscription by the public in Hong Kong on, and subject to, the terms and conditions set out in this prospectus and the Application Forms.

Subject to:

- (a) the Listing Committee of the Stock Exchange granting listing of, and permission to deal in, the Shares in issue and to be issued as mentioned in this prospectus and such listing and permission not subsequently being revoked; and
- (b) certain other conditions set out in the Hong Kong Underwriting Agreement (including but not limited to the Offer Price being agreed upon between us, China Insurance HK and the Global Coordinator (on behalf of the Underwriters)),

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

The Hong Kong Underwriting Agreement is conditional upon and subject to the International Purchase Agreement having been signed, becoming unconditional and not having been terminated.

Grounds for termination

The obligation of the Hong Kong Underwriters to subscribe for, or to procure subscribers for, the Public Offer Shares is subject to termination by notice in writing from the Global Coordinator (for itself and on behalf of the Hong Kong Underwriters) if certain events shall occur at any time at or before 8:00 a.m. on the Listing Date:

- (a) (i) any change or prospective change or any event or series of events resulting in any change or prospective change in local, national, regional or international financial, economic, industrial, political, military, or equity or financial market conditions in or affecting Hong Kong, the PRC or the United States shall have occurred, happened or come into effect;

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- (ii) (1) any suspension or material limitation on dealings or trading in shares or securities generally on the Stock Exchange, New York Stock Exchange, Inc., the London Stock Exchange and/or the Tokyo Stock Exchange or (2) any material disruption of settlements of securities or clearance services in Hong Kong and/or the United States or (3) any general moratorium on banking activities or material disruption in commercial banking activities or foreign exchange trading in or affecting Hong Kong and/or the United States shall have been imposed or declared;
- (iii) (1) any change in the system under which the value of the HK dollar is based on a trading range relative to the U.S. dollar or (2) a devaluation of the Renminbi against any foreign currencies shall have occurred;
- (iv) any new law or any change (whether or not forming part of a series of changes) in existing laws or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, the PRC or the United States shall have been introduced or effected;
- (v) any change or development or event involving a prospective change in taxation or exchange control (or in the implementation of any exchange control restrictions) or foreign investment regulations in Hong Kong, the PRC or the United States shall have occurred;
- (vi) any event, or series of events, in the nature of force majeure, including without limitation, any acts of God, acts of government, war, civil commotion, fire, flooding, explosion, epidemic (including but not limited to outbreaks of SARS and H5N1 or any other related or mutated forms of the same), terrorism, strike or lockout shall have occurred, happened or come into effect in Hong Kong, the PRC or the United States;
- (vii) any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or crisis in or affecting Hong Kong, the PRC or the United States shall have occurred;
- (viii) any other change, or any other development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Group as a whole;

which in the opinion of the Global Coordinator:

- (1) has or will have or is likely to have a material adverse effect on the condition (financial or otherwise), or in the business, operations or results of operations of the Company and its subsidiaries taken as a whole; or
- (2) has or will or is likely to have a material adverse effect on the successful completion of the Global Offering; or

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- (3) is or will or may make it impracticable, inadvisable or inexpedient (A) for any material part of the Hong Kong Underwriting Agreement, the Public Offer and/or the Global Offering to be performed or implemented as envisaged or (B) to proceed with the Public Offer and/or the Global Offering on the terms and in the manner contemplated in this prospectus and under applicable laws; or
- (b) it comes to the notice of the Global Coordinator that:
- (i) any of the warranties given by the Company in the Hong Kong Underwriting Agreement is untrue, inaccurate, misleading or breached in any material respect when given or repeated;
 - (ii) any statement contained in this prospectus was or is untrue, incorrect or misleading in any material respect, or any matter arises or is discovered which would, if this prospectus were to be issued or distributed at that time, constitute a material omission therefrom;
 - (iii) there has been a material breach on our part of any of the provisions of the Hong Kong Underwriting Agreement or the International Purchase Agreement; or
 - (iv) any event, act or omission which gives rise to or is likely to give rise to any material liability on the part of the Company pursuant to the indemnity contained in the Hong Kong Underwriting Agreement shall have occurred.

Listing Rules obligations

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

Undertakings

We have undertaken to the Stock Exchange that no further Shares or securities convertible into our equity securities (whether or not of a class already listed) will be issued or form the subject of any agreement to such an issue within six months from the date on which Shares first commence dealing on the Stock Exchange (whether or not such issue of Shares or securities will be completed within 6 months from the commencement of dealing), except for the issue of shares, the listing of which has been approved by the Stock Exchange, pursuant to a share option scheme or similar arrangement under Chapter 17 of the Listing Rules, or any capitalisation issue, capital reduction or consolidation or sub-division of Shares.

We have undertaken to the Global Coordinator and each of the Hong Kong Underwriters pursuant to the Hong Kong Underwriting Agreement to procure that except pursuant to the Global Offering (including pursuant to the Over-allotment Option) or to a share option scheme or similar arrangement under Chapter 17 of the Listing Rules, at any time after the date of the Hong Kong Underwriting Agreement up to and including the date falling six months after the Listing Date, we will not without the Global Coordinator's prior written consent (on behalf of the Hong Kong Underwriters) and subject always to the provisions of the Listing Rules offer, allot, issue or sell, or agree to allot, issue or sell, grant or agree to grant any option, right or warrant over, or otherwise dispose of, either directly or indirectly, conditionally or unconditionally,

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any Shares or any securities convertible into or exchangeable for such Shares or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Shares or such securities (whether any of the foregoing transactions is to be settled by delivery of Shares or such securities, in cash or otherwise) or announce any intention to do so.

China Insurance HK has undertaken to the Stock Exchange that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option) and the Stock Borrowing Agreement, (i) it will not, without the prior written consent of the Stock Exchange and unless in compliance with the requirements of the Listing Rules, at any time during the period commencing from the date by reference to which disclosure of the shareholding of China Insurance HK is made in this prospectus and ending on the date which is six months from the Listing Date, dispose of any of the Shares in respect of which it is shown by this prospectus to be the beneficial owner nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of such Shares; and (ii) it will not, without the prior written consent of the Stock Exchange, at any time during the period of six months from the date on which the period referred to in paragraph (i) above expires, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any of our Shares referred to in paragraph (i) above if, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would then cease to be a controlling shareholder (as defined in the Listing Rules).

China Insurance HK has further undertaken to us and the Stock Exchange that it will, at any time after the date of this prospectus up to and including the date falling 12 months after the Listing Date, immediately inform us of:

- (a) any pledges or charges of any of our Shares or other share capital beneficially owned by it in favour of any authorised institution pursuant to Note (2) to Rule 10.07 (2) of the Listing Rules, and the number of such Shares or other share capital so pledged or charged; and
- (b) any indication received by it, either verbal or written, from any such pledgee or chargee of any of our Shares or other share capital pledged or charged that any of such Shares or other share capital will be disposed of.

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

The Strategic Investor has entered into a six months lock-up covenant in favour of Ming An Hong Kong under the Cheung Kong S&P Agreement as more particularly described in “Our Strategic Investor — Rights and Obligations of the Strategic Investor — Lock-up”. CIIH has entered into a six months lock-up covenant in favour of Ming An Hong Kong under the sale and purchase agreement by which it purchased 4.9% of Ming An Hong Kong as more particularly described in “Relationship with China Insurance Group and Connected Transactions — Relationship with the China Insurance Group — CIIH Group”.

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It is expected that each of China Insurance HK, Marvel Bonus and Share China will enter into a 180 day lock-up undertaking in favour of the Global Coordinator acting on behalf of the International Underwriters pursuant to the International Purchase Agreement.

Hong Kong Underwriters' interests in our Company

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

International Offer

International Purchase Agreement

In connection with the International Offer, we expect to enter into the International Purchase Agreement with, among others, the International Underwriters. Under the International Purchase Agreement, the International Underwriters would, subject to certain conditions, severally agree to purchase the International Offer Shares or procure purchasers for the International Offer Shares initially being offered pursuant to the International Offer. Please refer to “Structure of the Global Offering — The International Offer” for further details.

Under the International Purchase Agreement, we intend to grant to the International Underwriters the Over-allotment Option, exercisable in whole or in part at one or more times, at the sole and absolute discretion of the Global Coordinator on behalf of the International Underwriters from the date of the International Purchase Agreement until 30 days from the last day for the lodging of applications under the Public Offer to require us to allot and issue up to an aggregate of 105,050,000 additional Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering at the Offer Price, solely for the purpose of covering over-allocations in the International Offer, if any.

Total commission and expenses

The Hong Kong Underwriters will receive an underwriting commission of 2.5% of the aggregate Offer Price of all the Public Offer Shares initially being offered under the Public Offer, out of which they will pay any sub-underwriting commissions. For unsubscribed Public Offer Shares reallocated to the International Offer, if any, the International Underwriters will be paid an underwriting commission at the rate applicable to the International Offer and such commission will be paid to the International Underwriters, but not the Hong Kong Underwriters. In addition, the Global Coordinator will receive, at our discretion, an additional incentive fee of up to 0.5% of the gross proceeds from the Global Offering (including any proceeds pursuant to the exercise of the Over-allotment Option).

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The aggregate commissions and estimated expenses, together with the Stock Exchange listing fee, SFC transaction levy, Stock Exchange trading fee, legal and other professional fees, printing and other fees and expenses relating to the Global Offering, are estimated to amount in aggregate to approximately HK\$58 million (assuming no exercise of the Over-allotment Option and an Offer Price of HK\$1.58 per Share, being the mid-point of the stated range of the Offer Price between HK\$1.28 and HK\$1.88 per Share), and are payable by us (as to approximately HK\$50 million) and the Selling Shareholders (as to approximately HK\$8 million), being in proportion to the number of Offer Shares sold by us and the Selling Shareholders in the Global Offering. Included in the total are commissions on the offer of the Offer Shares, which are expected to be approximately HK\$33 million, payable to the Hong Kong Underwriters and the International Underwriters.

We have agreed to indemnify the Hong Kong Underwriters for certain losses which they may suffer, including losses arising from their performance of their obligations under the Hong Kong Underwriting Agreement and any breach by us of the Hong Kong Underwriting Agreement.