

**A. FURTHER INFORMATION ABOUT THE COMPANY****(1) Incorporation of our Company**

Our Company was incorporated in the Cayman Islands under the Companies Law as an exempted company with limited liability on 6th April 2006. Our Company has established a place of business in Hong Kong at Room 1301, 13th Floor, Top Glory Tower, 262 Gloucester Road, Causeway Bay, Hong Kong and is registered as an oversea company under Part XI of the Companies Ordinance, with Poon Wai of 1st Floor, No. 76 Chung Hom Kok Road, Hong Kong and Lau Ka Ho, Robert of House 55, Street 2, Section M, Fairview Park, Yuen Long, Hong Kong appointed as the authorised representatives of the Company to accept service of legal process and notices in Hong Kong on behalf of the Company. As our Company was incorporated in the Cayman Islands, it is subject to the Companies Law and its constitution. Its constitution comprises a memorandum and Articles of Association. A summary of various parts of its constitution and relevant aspects of the Companies Law is set out in Appendix V to this prospectus.

**(2) Changes in share capital of our Company**

As at the date of incorporation of our Company, its authorised share capital was HK\$380,000 divided into 3,800,000 Shares. On incorporation, one Share was allotted and issued nil paid to Reid Services Limited as the initial subscriber, which was subsequently transferred to Favor Choice at nil consideration on the same day.

Pursuant to the resolution in writing of the shareholders of the Company passed on 8th March 2007, the authorised share capital of the Company was increased from HK\$380,000 divided into 3,800,000 Shares of HK\$0.1 each to HK\$1,000,000,000 by the creation of additional 9,996,200,000 Shares, with such new Shares ranking *pari passu* in all respects with the existing Shares.

Assuming that the Global Offering and the Capitalisation Issue become unconditional and the Shares are issued but taking no account of any Shares which may be issued upon exercise of the Over-allotment Option or options which may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme, the authorised share capital of the Company will be HK\$1,000,000,000 divided into 10,000,000,000 Shares and the issued share capital of the Company will be HK\$100,000,000 divided into 1,000,000,000 Shares, each of which will be fully paid or credited as fully paid, and 9,000,000,000 Shares will remain unissued. Other than the issue of Shares under the Global Offering, the Capitalisation Issue, the Over-allotment Option, the Pre-IPO Share Option Scheme and the Share Option Scheme, the Directors have no present intention to issue any part of the authorised but unissued share capital of the Company and, without the prior approval of the members in a general meeting, no issue of Shares will be made which would effectively alter the control of the Company within twelve months from the Listing Date.

Save as aforesaid and except as referred to in the paragraph headed "Corporate Reorganisation" below, there has been no alteration in the share capital of the Company since its incorporation.

**(3) Written resolutions of the shareholders of the Company passed on 8th March 2007**

Pursuant to written resolutions of the shareholders of the Company passed on 8th March 2007:

**ORDINARY RESOLUTIONS**

- (I) the authorised share capital of the Company be and is hereby increased from HK\$380,000 to HK\$1,000,000,000 by the creation of an additional 9,996,200,000 Shares to rank pari passu in all respects with the Shares in issue;
- (II) conditional on 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 on the obligations of the Underwriters under each of the Underwriting Agreements referred to in the section headed “Underwriting” of this prospectus becoming unconditional in all aspects and not being terminated in accordance with the terms of those agreements or otherwise prior to 8:00 a.m. on the day on which dealing in the Shares first commence on the Stock Exchange, which is expected to be 30th March 2007;
  - (a) the Global Offering upon the terms and conditions as set out in this prospectus and the related application forms be and is hereby approved and the Directors be and are hereby authorised to approve the allotment and issuance of the Offer Shares pursuant to the Global Offering pursuant thereto;
  - (b) conditional further on the Listing Committee of the Stock Exchange granting approval of the listing of and permission to deal in the Shares which may fall to be issued pursuant to the exercise of any options granted under the Pre-IPO Share Option Scheme and the Share Option Scheme (together, the “Share Option Schemes”), the rules of the Share Option Schemes attached to the written resolutions marked “B” and “C” respectively be approved and adopted and the Directors be and are hereby authorised to grant options to subscribe for Shares thereunder and to allot, issue and deal with Shares pursuant to the exercise of any options granted thereunder and to take all such actions as may be necessary and/or desirable to implement or give effect to the Share Option Schemes; and
  - (c) the Over-allotment Option be and is hereby approved and the Directors be and they are hereby authorised to allot and issue any Shares which may fall to be allotted and issued pursuant to the exercise of the Over-allotment Option.

- (III) conditional on the share premium account of the Company being credited as a result of the issue of the Offer Shares pursuant to the Global Offering, the Directors be and are hereby authorised to capitalise an amount of HK\$70,547,800 standing to the credit of the share premium account of the Company by applying such sum in paying up in full at par 705,478,000 Shares for allotment and issue to holders of Shares whose names appear on the register of members of the Company at the close of business on 8th March 2007 (Cayman time) (or as they may direct), pro-rata to their then existing shareholdings (or as nearly as possible without involving fractions) in the Company and so that the Shares to be allotted and issued pursuant to this resolution shall rank pari passu in all respects with the existing issued Shares and the Directors be and are hereby authorised to give effect to such capitalisation and distribution;
- (IV) that:
- (a) subject to paragraph (c) below, pursuant to the Listing Rules, the exercise by the Directors during the Relevant Period (as defined in paragraph (d) of this resolution) of all the powers of the Company to allot, issue and deal with unissued Shares in the capital of the Company and to make or grant offers, agreements and options which may require the exercise of such powers be and is hereby generally and unconditionally approved;
  - (b) the approval in paragraph (a) of this resolution shall authorise the Directors during the Relevant Period to make or grant offers, agreements and options which may require the exercise of such powers after the expiry of the Relevant Period;
  - (c) the aggregate nominal amount of share capital allotted and issued or agreed conditionally or unconditionally to be allotted and issued (whether pursuant to an option or otherwise) by the Directors pursuant to the approval in paragraph (a) of this resolution, otherwise than pursuant to (i) a Rights Issue (as defined below); or (ii) the exercise of any of the subscription rights attaching to any options granted under the Share Option Schemes; or (iii) any scrip dividend scheme or similar arrangement providing for allotment of shares in lieu of the whole or in part of any dividend in accordance with the new memorandum and articles of association of the Company (to be adopted in resolution (VII) below); or (iv) the Global Offering or the Capitalisation Issue, shall not exceed the sum of:
    - (i) 20 per cent. of the aggregate nominal value of the share capital of the Company in issue and to be issued under the Global Offering and the Capitalisation Issue; and

- (ii) (if the Directors are so authorised by a separate resolution of the shareholders of the Company) the aggregate nominal amount of any share capital of the Company purchased by the Company subsequent to the passing of this resolution up to a maximum equivalent to 10 per cent. of the aggregate nominal amount of the share capital of the Company in issue and to be issued under the Global Offering and the Capitalisation Issue;

and the said approval shall be limited accordingly; and

- (d) for the purposes of this resolution:

**“Relevant Period”** means the period from the passing of this resolution 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 new memorandum and articles of association of the Company (to be adopted in resolution (VII) below) or the Companies Law (2004 Revision) of the Cayman Islands or any other applicable law of the Cayman Islands to be held; and
- (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking or varying the authority given to the Directors under this resolution; and

**“Rights Issue”** means an offer of shares in the capital of the Company or an offer or issue of warrants or options to subscribe for shares in the capital of the Company open for a period fixed by the Directors to shareholders of the Company whose names appear on the Company’s register of members on a fixed record date in proportion to their then holding of shares in the Company (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognised regulatory body or any stock exchange in, or in any territory outside Hong Kong, or the expense or delay that may be incurred in the determination of any such restrictions or obligations).

- (V) that:
- (a) subject to paragraph (b) of this resolution, the exercise by the Directors during the Relevant Period (as defined in paragraph (c) of this resolution) of all powers of the Company to repurchase its Shares on the Stock Exchange or on any other stock exchange on which the securities of the Company may be listed and recognised by the Securities and Futures Commission of Hong Kong and the Stock Exchange for this purpose be and is hereby generally and unconditionally approved;
  - (b) the aggregate nominal amount of Shares which may be purchased or agreed to be purchased by the Company pursuant to the authority granted under paragraph (a) of this resolution during the Relevant Period shall not exceed 10 per cent. of the aggregate nominal value of the share capital of the Company in issue and to be issued under the Global Offering (excluding Shares that may be issued under the Over-allotment Option); and
  - (c) for the purposes of this Resolution, “**Relevant Period**” means the period from the passing of this resolution 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 new memorandum and articles of association of the Company (to be adopted in resolution (VII) below) or the Companies Law (2004 Revision) of the Cayman Islands or any other applicable law of the Cayman Islands to be held; and
    - (iii) the passing of an ordinary resolution by shareholders of the Company in general meeting revoking or varying the authority given to the Directors by this resolution.
- (VI) conditional on the passing of Resolutions no. (IV) and (V) above, the general mandate granted to the Directors pursuant to resolution (IV) above be and is hereby extended by the addition to the aggregate nominal value of the Shares which may be allotted, issued or dealt with by the Directors pursuant to or in accordance with such mandate of an amount representing the aggregate nominal value of the Shares in the capital of the Company purchased by the Company pursuant to or in accordance with the authority granted under resolution (V) above.

**SPECIAL RESOLUTION**

- (VII) the regulations contained in the document marked “A” attached to the resolutions as approved by the Directors at a meeting held earlier in the day be and are hereby approved and adopted as the new memorandum and articles of association of the Company in substitution for and to the exclusion of the existing memorandum and articles of association of the Company with effect from the conclusion of the meeting referred to above.

**(4) Corporate Reorganisation**

We underwent the Reorganisation to rationalise our Group’s structure in preparation for the listing of the Shares on the Stock Exchange. The Reorganisation involved the following:

*Reorganisation involving BVI companies***(a) Favor Will**

On 6th December 2005, Favor Will was incorporated in the BVI with an authorised share capital of US\$50,000 divided into 50,000 shares of US\$1.00 each. 1 share in Favor Will was allotted and issued to OIL Officers Limited in cash at par upon incorporation. OIL Officers Limited transferred the 1 share in Favor Will to Poon Wai in cash at par on 1st January 2006.

On 1st January 2006, Poon Wai transferred 990 shares in Fine Fit Profits to Favor Will in consideration of the allotment and issue of 279 shares in Favor Will, credited as fully paid up, to Poon Wai.

On 1st January 2006, Poon Wai transferred 100 shares in Festive Profits to Favor Will in consideration of the allotment and issue of 540 shares in Favor Will, credited as fully paid, to Poon Wai.

On 2nd January 2006, Favor Will, through Fine Fit Profits, its wholly-owned Subsidiary, acquired from Cheng Wai Tao his entire beneficial shareholding in each of the companies set out in the first column below, being the number of shares in those companies as set out in the second column below, in consideration of Favor Will allotting and issuing, credited as fully paid, the number of Favor Will shares as set out in the third column below:

		<b>No. of Favor Will shares</b>
<b>Name of company</b>	<b>No. of shares</b>	
1. Brilliant China Holdings Limited	2,300	16
2. Hong Kong Ajisen Food Company Limited	2,300	13
3. Lucky Tide Limited	2,300	11
4. Nice Concept Limited	2,300	4
5. Billion Rise International Limited	2,300	3
6. Star Wave Development Limited	2,200	5
7. Wintle Limited	2,300	7
8. Long Wave Limited	2,300	7
9. Seamax Limited	2,500	2
10. Ever Victory Investments Limited	125,000	4
11. Forever Dragon (Asia) Limited	2,500	8
12. Win Faith Limited	2,500	8
13. Gold Regent Limited	2,500	4
14. Colour Wave Development Limited	2,500	14
15. Paracity Developments Limited	3,000	3
16. Ocean Talent Limited	2,300	1
	Total:	<u>110</u>

On 2nd January 2006, Favor Will, through Fine Fit Profits, its wholly-owned Subsidiary, acquired from Katsuaki Shigemitsu his entire beneficial shareholding in each of the companies set out in the first column below, being the number of shares in those companies as set out in the second column below, in consideration of Favor Will allotting and issuing, credited as fully paid, the number of Favor Will shares as set out in the third column below:

<b>Name of company</b>	<b>No. of shares</b>	<b>No. of Favor Will shares</b>
1. Brilliant China Holdings Limited	1,000	8
2. Lucky Tide Limited	1,000	6
3. Nice Concept Limited	1,000	2
4. Billion Rise International Limited	1,000	2
5. Star Wave Development Limited	1,000	3
6. Wintle Limited	1,000	4
7. Long Wave Limited	1,000	3
8. Seamax Limited	1,000	1
9. Ever Victory Investments Limited	50,000	2
10. Forever Dragon (Asia) Limited	1,000	4
11. Win Faith Limited	1,000	4
12. Gold Regent Limited	1,000	2
13. Colour Wave Development Limited	1,000	7
14. Paracity Developments Limited	1,000	1
15. Ocean Talent Limited	1,000	1
	Total:	<u>50</u>



On 2nd January 2006, Favor Will, through Fine Fit Profits, its wholly-owned Subsidiary, acquired from Shigemitsu its entire beneficial shareholding in each of the companies set out in the first column below, being the number of shares in those companies as set out in the second column below, in consideration of Favor Will allotting and issuing, credited as fully paid, the number of Favor Will shares as set out in the third column below:

<b>Name of company</b>	<b>No. of shares</b>	<b>No. of Favor Will shares</b>
1. Brilliant China Holdings Limited	400	2
2. Hong Kong Ajisen Food Company Limited	1,400	2
3. Lucky Tide Limited	400	2
4. Nice Concept Limited	400	1
5. Billion Rise International Limited	400	1
6. Star Wave Development Limited	500	1
7. Wintle Limited	400	1
8. Long Wave Limited	400	1
9. Seamax Limited	400	1
10. Ever Victory Investments Limited	20,000	1
11. Forever Dragon (Asia) Limited	400	1
12. Win Faith Limited	400	1
13. Gold Regent Limited	400	1
14. Colour Wave Development Limited	400	2
15. Paracity Developments Limited	300	1
16. Ocean Talent Limited	400	1
	<b>Total:</b>	<b><u>20</u></b>

On 25th October 2006, Poon Wai transferred 30 shares in Favor Will to Sirius Investment Inc. and Sirius Capital Holdings Pte Limited, as to 20 shares in Favor Will to Sirius Investment Inc. and as to 10 shares in Favor Will to Sirius Capital Holdings Pte Limited, at an aggregate consideration of S\$3,000,000.

On 8th March 2007, the Company acquired the entire issued share capital of Favor Will from Poon Wai, Cheng Wai Tao, Katsuaki Shigemitsu, Shigemitsu, Sirius Investment Inc. and Sirius Capital Holdings Pte Limited in consideration of (i) the crediting as fully paid up at par the one nil-paid Share registered in the name of Favor Choice and (ii) the allotment and issue of 3,001,999 Shares to Favor Choice, credited as fully paid, at the direction of Poon Wai, 418,000 Shares to Cheng Wai Tao, credited as fully paid, 76,000 Shares to Shigemitsu, credited as fully paid, 190,000 Shares to Katsuaki Shigemitsu, credited as fully paid, 76,000 Shares to Sirius Investment Inc., credited as fully paid and 38,000 Shares to Sirius Capital Holdings Pte Limited, credited as fully paid.

## (b) Fine Fit Profits

On 5th December 2005, Fine Fit Profits was incorporated in the BVI with an authorised share capital of US\$50,000 divided into 50,000 shares of US\$1.00 each. 1 share in Fine Fit Profits was allotted and issued to OIL Officers Limited in cash at par upon incorporation. OIL Officers Limited transferred the 1 share in Fine Fit Profits to Poon Wai in cash at par on 1st January 2006.

On 1st January 2006, Fine Fit Profits acquired from Poon Wai her entire beneficial shareholding in each of the companies set out in the first column below, being the number of shares in those companies as set out in the second column below, in consideration of Fine Fit Profits allotting and issuing, credited as fully paid, the number of Fine Fit Profits shares as set out in the third column below:

Name of Company	No. of shares	No. of Fine Fit Profits shares
1. Brilliant China Holdings Limited	6,300	62
2. Hong Kong Ajisen Food Company Limited	6,300	63
3. Lucky Tide Limited	6,300	63
4. Nice Concept Limited	6,300	63
5. Billion Rise International Limited	6,300	63
6. Star Wave Development Limited	6,300	63
7. Wintle Limited	6,300	63
8. Long Wave Limited	6,300	63
9. Seamax Limited	6,100	61
10. Ever Victory Investments Limited	305,000	61
11. Forever Dragon (Asia) Limited	6,100	61
12. Win Faith Limited	6,100	61
13. Gold Regent Limited	6,100	61
14. Colour Wave Developments Limited	6,100	61
15. Paracity Developments Limited	5,700	57
16. Ocean Talent Limited	6,300	63
	Total:	<u>989</u>

## (c) Festive Profits

On 5th December 2005, Festive Profits was incorporated in the BVI with an authorised share capital of US\$50,000 divided into 50,000 shares of US\$1.00 each. 1 share in Festive Profits was allotted and issued to OIL Officers Limited in cash at par upon incorporation. OIL Officers Limited transferred the 1 share in Festive Profits to Poon Wai in cash at par on 1st January 2006.

On 1st January 2006, Festive Profits acquired from Poon Wai her entire beneficial shareholding/equity interest in each of the companies set out in the first column below, being the number of shares or equity interest percentage (as the case may be) in those companies as set out in the second column below, in consideration of Festive Profits allotting and issuing, credited as fully paid, the number of Festive Profits shares as set out in the third column below:

	<b>Name of Company</b>	<b>No. of shares/ equity interest (%)</b>	<b>No. of Festive Profits Shares</b>
1.	Shanghai Factory	100%	12
2.	Beijing Ajisen	55%	3
3.	Nanjing Weiqian	90%	1
4.	Hangzhou Weiqian	90%	1
5.	Union Impact Limited	1 share	1
6.	Ejumbo Trading Limited	1 share	1
7.	Fortune Choice Limited	10,000 shares	1
			Total: 20

On 1st January 2006, Ajisen Ramen Group transferred 100% equity interest in Shanghai Lead Food to Festive Profits in consideration of the allotment and issue by Festive Profits at the direction of Ajisen Ramen Group of 79 shares in Festive Profits, credited as fully paid, to Poon Wai.

#### **(5) Changes in the share capital of Subsidiaries**

The Company's Subsidiaries are referred to in the accountants' report for the Company, the text of which is set out in Appendix I to this prospectus.

Within the two years immediately preceding the date of this prospectus, changes in share capital of the following Subsidiaries of the Company have taken place:

*(a) Ocean Talent Limited:*

- (i) On 12th October 2005, 4,800 shares, 2,299 shares, 1,500 shares, 1,000 shares and 400 shares were allotted and issued to Poon Wai, Cheng Wai Tao, Poon Ka Man, Jason, Katsuaki Shigemitsu and Shigemitsu respectively; and
- (ii) On 15th October 2005, one share was transferred from the initial subscriber to Cheng Wai Tao.

(b) *Fortune Choice Limited:*

- (i) On 16th June 2005, 9,998 shares were transferred from Gary Ng to Poon Wai; and
- (ii) On 16th June 2005, 1 share was transferred from Lau Miu Lan to Poon Wai.

(c) *Shenzhen Factory:*

On 9th February 2006, Garden Rainbow Properties Limited transferred its entire interest in Shenzhen Factory to Fortune Choice Limited.

(d) *Chongqing Weiqian:*

On 10th April 2006, Wu Xiaobin transferred his 10% shareholding held in Chongqing Weiqian to Shanghai Lead Food.

(e) *Dalian Weiqian:*

On 30th June 2006, Yin Yibing transferred his 51% shareholding held in Dalian Weiqian to Shanghai Lead Food.

(f) *Hangzhou Weiqian:*

On 1st January 2006, 杭州同創管理諮詢有限公司 (Hangzhou Tong Chuang Guan Li Zi Xun Company) transferred its 10% shareholding held in Hangzhou Weiqian to Shanghai Lead Food.

(g) *Nanjing Weiqian:*

On 1st January 2006, 杭州同創管理諮詢有限公司 (Hangzhou Tong Chuang Guan Li Zi Xun Company) transferred its 10% shareholding held in Nanjing Weiqian to Shanghai Lead Food.

Save as disclosed in this prospectus and except as referred to in this paragraph, there has been no alteration in the share capital of our Group within the two years immediately preceding the date of this prospectus.

**(6) Repurchase by the Company of its own securities**

This section includes the information required by the Stock Exchange to be included in this prospectus concerning the repurchase by the Company of its own securities.

*(a) Regulations of the Listing Rules*

The Listing Rules permit companies whose primary listing is on the Stock Exchange to repurchase their securities on the Stock Exchange subject to certain restrictions, the most important of which are summarised below:

*(i) Shareholders' approval*

All repurchases of securities on the Stock Exchange by a company with its primary listing on the Stock Exchange must be approved in advance by an ordinary resolution, either by way of general mandate or by specific approval in relation to specific transactions.

*Note:* Pursuant to the written resolutions of the shareholders of the Company passed on 8th March 2007, a general unconditional mandate (the "Repurchase Mandate") was given to the Directors authorising any repurchase by the Company of Shares on the Stock Exchange 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, of such number of Shares with a total nominal value 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 Global Offering and the Capitalisation Issue, (excluding Shares that may be issued under the Over-allotment Option and Shares that may be issued pursuant to the Pre-IPO Share Option Scheme and the Share Option Scheme), at any time until the conclusion of the next annual general meeting of the Company or the expiration of the period within which the next annual general meeting is required by the Articles of Association or any applicable laws to be held or the passing of any ordinary resolution of shareholders of the Company in general meeting revoking, varying or renewing such mandate, whichever occurs first.

*(ii) Source of funds*

Any repurchases by the Company must be financed out of funds legally available for the purpose in accordance with its memorandum of association and the Articles of Association and the applicable laws and regulations of the Cayman Islands.

*(b) Exercise of the Repurchase Mandate*

Exercise in full of the Repurchase Mandate, on the basis of 1,000,000,000 Shares in issue immediately after completion of the Global

Offering and the Capitalisation Issue (but taking no account of any Shares which may be issued upon the exercise of the Over-allotment Option or any options that may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme) and on the basis of 1,045,000,000 Shares in issue immediately after completion of the Global Offering and the Capitalisation Issue (but taking no account of any Shares which may be issued upon exercise of any options that may be granted under the Pre-IPO Share Option Scheme and the Share Option Scheme but assuming the exercise of the Over-allotment Option in full), could accordingly result in up to 100,000,000 Shares and 104,500,000 Shares, respectively being repurchased by the Company during the period prior to 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 of Association and applicable laws to be held; or
- (iii) the revocation, variation or renewal of the Repurchase Mandate by ordinary resolution of the shareholders of the Company in general meeting.

(c) *Reasons for repurchases*

Repurchases of Shares will only be made when the Directors believe that such a repurchase will benefit the Company and the shareholders of the Company. Such repurchases may, depending on market conditions and funding arrangements at that time, lead to an enhancement of the net asset value of the Company and/or its earning per Share.

(d) *Funding of repurchases*

In repurchasing securities, the Company may only apply funds legally available for such purpose in accordance with its memorandum of association, the Articles of Association and the applicable laws and regulations of the Cayman Islands. Pursuant to the Repurchase Mandate, repurchases will be made out of funds of the Company legally permitted to be utilised in this connection, including profits of the Company or out of a fresh issue of Shares made for the purpose of the repurchase or, if authorised by the Articles of Association and subject to the Companies Law, out of capital and, in the case of any premium payable on the repurchase, out of the profits of the Company or from sums standing to the credit of the share premium account of the Company or, if authorised by the Articles of Association and subject to the Companies Law, out of capital of the Company. The Company may not repurchase securities on the Stock Exchange 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.

(e) *General*

There might be a material adverse impact on the working capital or gearing position of the Company (as compared with the position disclosed in this prospectus) in the event that the Repurchase Mandate is exercised in full. However, 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 on its gearing levels which in the opinion of the Directors are from time to time appropriate for the Company.

The Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate only in accordance with the Listing Rules, its memorandum of association, the Articles of Association and the applicable laws and regulations of the Cayman Islands.

None of the Directors nor, to the best of their knowledge, having made all reasonable enquiries, any of their respective Associates, has any present intention to sell any Shares to the Company or its Subsidiaries.

No Connected Person of the Company has notified the Company that he has a present intention to sell any Shares to the Company or has undertaken not to do so, if the Repurchase Mandate is exercised.

If as a result of a repurchase of Shares, a shareholder's proportionate interest in the voting rights of the Company increases, such increase will be treated as an acquisition for the purposes of the Takeovers Code. As a result, a shareholder, or a group of shareholders acting in concert (within the meaning under the Takeovers Code), depending on the level of increase in the interest of the shareholder(s), could obtain or consolidate control of the Company and become(s) obliged to make a mandatory offer in accordance with Rule 26 of the Takeovers Code. Save as aforesaid, the Directors are not aware of any other consequence under the Takeovers Code as a result of a repurchase of Shares made immediately after the listing of the Shares.

**B. FURTHER INFORMATION ABOUT OUR BUSINESS****(1) Summary of Material Contracts**

We have entered into the following contracts (not being contracts in the ordinary course of business) within the two years preceding the date of this prospectus and are or may be material:

- (a) an agreement dated 8th March 2007 entered into between (i) Poon Wai, Cheng Wai Tao, Katsuaki Shigemitsu, Shigemitsu, Sirius Investment Inc. and Sirius Capital Holdings Pte Limited as vendors and (ii) the Company as purchaser for the acquisition of the entire issued share capital of Favor Will in consideration of (i) the crediting as fully paid up at par the one nil-paid Shares registered in the name of Favor Choice; and (ii) the allotment and issue of 3,001,999 Shares to Favor Choice, credited as fully paid, at the direction of Poon Wai, 418,000 Shares to Cheng Wai Tao, credited as fully paid, 190,000 Shares to Katsuaki Shigemitsu, credited as fully paid, 76,000 Shares to Shigemitsu, credited as fully paid, 76,000 Shares to Sirius Investment Inc., credited as fully paid and 38,000 Shares to Sirius Capital Holdings Pte Limited, credited as fully paid;
- (b) a deed of indemnity dated 8th March 2007 given by Poon Wai in favour of the Company and its Subsidiaries containing certain indemnities as referred to under the paragraph headed “Tax indemnity” in the section headed “Other information” in this Appendix;
- (c) the Public Offer Underwriting Agreement;
- (d) the Framework Agreement;
- (e) the Franchise Agreements (together with the Novation Agreement); and
- (f) the sub-franchise agreements entered into by our Group.

**(2) Commercially Sensitive Contracts**

Under Paragraph 17 of the Third Schedule to the Companies Ordinance (“Paragraph 17”), the Company is required to include a statement that there has been delivered to the Hong Kong Registrar of Companies (the “Registrar”) for registration a copy of every material contract, not being a contract entered into in the ordinary course of business carried on or intended to be carried on by the Company or a contract entered into more than two years before the date of issue of this prospectus. In addition, under Paragraph 53(2) of Part A of Appendix I to the Listing Rules (“Paragraph 53(2)”) the Company is required to provide details of a reasonable period of time (being not less than 14 days) during which and a place in Hong Kong at which there may be inspected all material contracts (not being contracts entered into in the ordinary course of business) entered into by any member of the Group within two years immediately preceding the issue of this prospectus.



The Company applied to the SFC under section 342A of the Companies Ordinance for a certificate of exemption from strict compliance with Paragraph 17 and to the Stock Exchange for waivers from strict compliance with Paragraph 53(2) so as to enable details relating to (a) fees and prices and (b) payment terms to be redacted from the version of the following agreements which are to be delivered to the Registrar and made available for inspection:

*A. Franchise Agreements*

1. the HK Franchise Agreement;
2. the PRC Franchise Agreement; and
3. the Novation Agreement.

*B. Sub-franchise Agreements*

1. the franchise agreement dated 13th August 2002 between Hong Kong Ajisen Food Company Limited as franchisor and Select Services Partner Hong Kong Limited as franchisee in respect of the restaurant at the arrival hall of the Hong Kong International Airport;
2. the second franchise agreement dated 9th October 2003 between Hong Kong Ajisen Food Company Limited as franchisor and Select Services Partner Hong Kong Limited as franchisee in respect of the restaurant in the east hall of the Passenger Terminal Building at the Hong Kong International Airport; and
3. the franchise agreement dated 28th February 2005 between Harvest Key International Limited (now known as Ajisen Ramen Group) as franchisor, Select Service Partner Hainan Company Ltd as franchisee and Shenzhen Factory as supplier in respect of an Ajisen restaurant at Hainan Meilan International Airport and the novation agreement dated 1st March 2007 in relation thereto.

We applied for the exemption and waivers on the grounds that:

1. any exemption and waiver would not prejudice the interests of the investing public; and
2. the information to be redacted would be all commercially sensitive and the disclosure of which would be inappropriate and unduly burdensome and would have adverse effect on the business and operation of the Group and the Group may lose competitiveness in price-bargaining, marketing and/or strategic planning in the future.

The Directors confirm that in their opinion, the material terms of the agreements in respect of which the exemption and waivers are sought are sufficiently disclosed in this prospectus (and that there are no additional details not disclosed) to enable a reasonable person to understand the arrangements effected by such agreements and therefore to form a valid and justifiable opinion of the Company. As a result, the Directors are of the view that the grant of the exemption and waivers requested will not prejudice the interests of the investing public. On the contrary, for the reasons set out above, the Directors are of the view that full disclosure of these agreements would prejudice the interests of the Company and, therefore, the investing public.



The SFC has issued a certificate of exemption under section 342A of the Companies Ordinance granting a partial exemption from strict compliance with Paragraph 17 in respect of its obligation to include a statement that a copy of every material contract has been delivered to the Registrar of Companies for registration, and the Stock Exchange has granted a partial waiver from strict compliance with Paragraph 53(2), for the reasons set out above. The partial exemption and waiver have been granted in respect of the agreements set out in the above on the conditions that:

1. a copy of every material contracts referred to in the paragraph headed “Summary of Material Contracts” in Appendix VI (subject, in the cases of the Franchise Agreements, the Novation Agreement and the sub-franchise agreements as set out above, to the omission of details relating to the fees, prices and payment terms) has been delivered to the Registrar of Companies for registration; and
2. copy of every material contracts referred to in the paragraph headed “Summary of Material Contracts” in Appendix VI to this prospectus in the form delivered to the Hong Kong Registrar of Companies are made available for inspection in accordance with the paragraph headed “Documents Available for Inspection” in Appendix VII to this prospectus.

### (3) Intellectual Property Rights

#### (a) Trademarks

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

Trademark	Place of application	Application date	Application number	Approval date	Patent number	Registrant	Remarks
	Beijing	20th April 2005	4613940	-	-	Shanghai Lead Food	application in progress
	Beijing	20th April 2005	4613939	-	-	Shanghai Lead Food	application in progress
牌匾 (signboard)	Beijing	26th December 2003	-	4th August 2004	ZL2003301269037	* Feng Hanming	-

\* *Feng Hanming is the general manager of Beijing Weiqian. The patent was assigned to the Group on 13th February 2007.*

Save as aforesaid, there are no other trade or service marks, patents, other intellectual or industrial property rights which are material in relation to our Group's business.

*(b) Domain Names*

As at the Latest Practicable Date, our Group has registered the following domain names:

<b>Domain names</b>	<b>Registered owner</b>	<b>Place of registration</b>	<b>Date of registration</b>
ajisen.com.cn	Shanghai Lead Food	PRC	30th April 2004
ajisen.com.hk	Hong Kong Ajisen Food Company Limited	Hong Kong	10th March 2000

*(c) Patent for the Design of the Signboard*

We have obtained a patent for the design of the signboards of our Ajisen restaurants. The patent was initially registered under the name of Feng Hanming. Shanghai Lead Food entered into a patent transfer agreement with Feng Hanming for the transfer of the patent rights from Feng Hanming to Shanghai Lead Food on 13th February 2007. Pending completion of the transfer registration with the PRC Trademark Office, Shanghai Lead Food and its associated companies will be allowed to use the patent free of charge.

As at the Latest Practicable Date, as far as the Directors are aware, there was no outstanding incident of infringement of the Group's intellectual property rights in China or Hong Kong.

## **C. DISCLOSURE OF INTERESTS**

### **(1) Directors**

*(a) Disclosure of interests — interests and short positions of the Directors and the chief executive of the Company in the Shares, underlying Shares and debentures of the Company and its associated corporations*

Immediately following completion of the Global Offering and the Capitalisation Issue and taking no account of Shares which may be taken up pursuant to the Pre-IPO Share Option Scheme and the Share Option Scheme and the Shares to be issued pursuant to any exercise of the Over-allotment Option, the interests and short positions of the Directors and the chief executive of the Company in the share capital, underlying Shares and debentures of the Company or 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 pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which they have taken, or deemed to have taken under such provisions) once the Shares are listed, or which 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 Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules to be notified to the Company and the Stock Exchange once the Shares are listed, will be as follows:

(i) Interests and short positions in the Shares:

<b>Name of Director</b>	<b>Capacity</b>	<b>Number and class of securities</b> <i>(Note 1)</i>	<b>Approximate percentage of shareholding</b>
Poon Wai	Interest in controlled corporation <i>(Note 2)</i>	560,329,620 Shares (L)	56.03%
Poon Wai	Interest in controlled corporation <i>(Note 3)</i>	45,000,000 Shares (S)	4.5%
Yin Yibing	<i>(Notes 2 &amp; 3)</i>	<i>(Notes 2 &amp; 3)</i>	
Katsuaki Shigemitsu	Interest in controlled corporation <i>(Note 4)</i>	13,154,560 Shares (L)	1.31%
Katsuaki Shigemitsu	Beneficial owner	32,886,900 Shares (L)	3.29%
Wong Hin Sun, Eugene	Interest in controlled corporation <i>(Note 5)</i>	14,185,560 Shares (L)	1.42%
Wong Hin Sun, Eugene	Interest in controlled corporation <i>(Note 6)</i>	7,092,780 Shares (L)	0.71%

*Notes:*

1. The letter "L" denotes the Director's long position in such securities and the letter "S" denotes the Director's short position in such securities.
2. The 560,329,620 Shares are held by Favor Choice, which is owned as to approximately 94.94% by Poon Wai and as to approximately 5.06% by Yin Yibing. Both Poon Wai and Yin Yibing are our executive Directors.

3. Favor Choice has entered into a stock borrowing with Cazenove pursuant to which Favor Choice has agreed to lend up to 45,000,000 Shares to Cazenove.
4. The 13,154,560 Shares are held by Shigemitsu, which is owned as to approximately 43.6% by Katsuaki Shigemitsu, who is our non-executive Director.
5. The 14,185,560 Shares are held by Sirius Investment Inc., the entire issued share capital of which is beneficially owned by Wong Hin Sun, Eugene, who is our non-executive Director.
6. Sirius Capital Holdings Pte Ltd. is incorporated in Singapore, the entire issued share capital of which is held as to approximately 71.07% by David Lyall Holdings Limited and as to approximately 28.93% by Sirius Venture Consulting Pte Limited. David Lyall Holdings Limited is incorporated in New Zealand and its issued share capital is wholly owned by Lyall Family Trust, the beneficiaries of which are David Lyall, George Lyall and Genevieve Lyall, who are all Independent Third Parties. Sirius Venture Consulting Pte Limited is incorporated in Singapore and its issued share capital is owned as to approximately 99.9996% and 0.0004% by Wong Hin Sun, Eugene and Chin May Yee Emily (Wong Hin Sun, Eugene's wife) respectively. Sirius Capital Holdings Pte Ltd. holds its shareholding in the Company on trust for David Lyall Holdings Limited.

(ii) Interests and short positions in underlying Shares of equity derivatives of the Company:

Name of Director	Capacity	Description of equity derivatives	Number of underlying Shares (Note 1)
Poon Wai	Interest in controlled corporation (Note 3)	Share option (Note 2)	13,485,000 (L)
Yin Yibing (Note 3)	–	–	–
Poon Ka Man, Jason (Note 3)	–	–	–

*Notes:*

1. The letter "L" denotes the Director's long position in such securities.
2. The share options were granted under the Pre-IPO Share Option Scheme.
3. Poon Wai, Yin Yibing and Poon Kai Man, Jason, who are our executive Directors, were granted options under the Pre-IPO Share Option Scheme to subscribes for 8,485,000 Shares, 2,500,000 Shares and 2,500,000 Shares respectively. They have formed a BVI company named Center Goal Holdings Limited to hold the share options. Center Goal is owned as to approximately 62.92% by Poon Wai, as to approximately 18.54% by Poon Ka Man, Jason and as to approximately 18.54% by Yin Yibing.

(b) *Particulars of service contracts*

Each of Poon Wai, Yin Yibing and Poon Ka Man, Jason, being the executive Directors, has entered into a service contract with the Company for a term of 3 years commencing from the date of commencement of trading in the Shares on the Stock Exchange, and will continue thereafter for successive terms of 1 year until terminated by not less than 3 months' notice in writing served by either party on the other.

Save as disclosed above, none of the Directors has entered or has proposed to enter into any service agreements with the Company or any member of our Group (other than contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).

(c) *Directors' remuneration*

- (i) Remuneration and benefits in kind of approximately RMB546,000 in aggregate were paid and granted by our Group to our Directors in respect of the financial year ended 31st December 2005.
- (ii) Save as disclosed in the accountant's report in Appendix I to this prospectus, no Director received any remuneration or benefits in kind from our Group for the financial year ended 31st December 2005.
- (iii) Under the arrangements currently proposed, conditional upon the listing of the Shares on the Stock Exchange, the estimated remuneration (excluding any discretionary bonus which may be paid) payable by the Company and its Subsidiaries to the Directors for the year ending 31st December 2006 is expected to be RMB965,000.

**(2) Substantial Shareholders**

- (a) So far as the Directors are aware, immediately following completion of the Global Offering (but without taking into account any Shares which may be taken up under the Global Offering or which may be allotted and issued pursuant to the Pre-IPO Share Option Scheme and the Share Option Scheme or the exercise of the Over-allotment Option) and the Capitalisation Issue, the following persons (not being Directors or the chief executive of the Company) will have an interest or short position in the Shares and the underlying Shares which would fall to be disclosed to the Company under provisions of Divisions 2 and 3 of Part XV of the SFO or, 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 members of our Group:

Name	Number of Shares	Approximate percentage of issued Shares
Favor Choice ( <i>Note</i> )	560,329,620	56.03%

*Note:* Favor Choice is owned as to approximately 94.94% by Poon Wai and as to approximately 5.06% by Yin Yibing. Both Poon Wai and Yin Yibing are our executive Directors.

- (b) So far as the Directors are aware, immediately following completion of the Global Offering, the following persons will be directly or indirectly interested in 10% or more of the nominal value of a member of our Group (other than the Company):

Name	Name of the Group member	Capacity	Approximate percentage of shareholding
青島崇業集團有限公司 (Qingdao Songye Group Co., Ltd) ( <i>Note 1</i> )	Shandong Weiqian	Beneficial owner	45%
康富－英格爾投資控股有限公司 (Concord Investment Holding Co., Ltd) ( <i>Note 2</i> )	Beijing Weiqian	Beneficial owner	45%
Wen Min ( <i>Note 3</i> )	Dalian Weiqian	Beneficial owner	49%
Chan Chung Yung ( <i>Note 4</i> )	Fuzhou Weiqian	Beneficial owner	40%

*Notes:*

1. 青島崇業集團有限公司 (Qingdao Songye Group Co., Ltd) is an Independent Third Party.
2. 康富－英格爾投資控股有限公司 (Concord Investment Holding Co., Ltd) is an Independent Third Party.
3. Wen Min is an Independent Third Party.
4. Chan Chung Yung is an Independent Third Party.

**(3) Agency fees or commissions received**

Save as disclosed in this prospectus, no commissions, discounts, brokerages or other special terms were granted within the two years preceding the date of this prospectus in connection with the issue or sale of any capital of any member of our Group.

**D. SHARE OPTION SCHEMES****1. Share Option Scheme**

For the purpose of this section only, unless the context otherwise requires, the following words shall have the following meanings:

“Adoption Date”	8th March 2007, the date on which the Share Option Scheme is conditionally adopted by written resolutions of the shareholders of the Company;
“Associates”	has the meaning ascribed to it under the Listing Rules;
“Board”	the board of directors of the Company for the time being or a duly authorised committee thereof;
“Business Day”	any day on which the Stock Exchange is open for the business of dealing in securities;
“Eligible Employee”	any employee (whether full time or part time, including any executive Director but excluding any non-executive Director) of the Company, any Subsidiary or any Investor Entity;
“Eligible Participants”	<p>(i) any non-executive Director or proposed non-executive Director (including an independent non-executive Director) of the Company, any Subsidiary or any Invested Entity; or</p> <p>(ii) any adviser (professional or otherwise), consultant, individual or entity who in the opinion of the Board has contributed or will contribute to the growth and development of the Group; or</p> <p>(iii) any Eligible Employee;</p>
“Grantee”	any Eligible Participant who accepts the Offer in accordance with the terms of the Share Option Scheme or (where the context so permits, his personal representative(s));



“Group”	the Company and its Subsidiaries;
“Invested Entity”	any entity in which any member of the Group holds any equity interest;
“Offer”	an offer for the grant of an Option made in accordance with the Share Option Scheme;
“Option”	an option to subscribe for Shares granted pursuant to the Share Option Scheme and for the time being subsisting;
“Option Period”	in respect of any particular Option, the period commencing on the expiry of 6 calendar months after the date on which the Option is deemed to be granted and accepted and expiring on a date to be determined and notified by the Directors to each Grantee provided that such period shall not exceed the period of 10 years from the date of the grant of a particular Option but subject to the provisions for early termination thereof contained in the Share Option Scheme;
“Shares”	shares of HK\$0.1 each of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction;
“Subsidiary”	a company which is for the time being and from time to time a subsidiary of the Company (within the meaning of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)), whether incorporated in Hong Kong, Cayman Islands, the British Virgin Islands or elsewhere;
“Subscription Price”	the subscription price per Share (being not less than the nominal value of a Share) determined pursuant to paragraph (c) below at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph (e) below.

The following is a summary of the principal terms of the Share Option Scheme.

(a) *Purpose*

The purpose of Share Option Scheme is to enable the Company to grant option to the Eligible Participants in recognition of their contribution made or to be made to the Company or any Subsidiary.

(b) *Grant and acceptance of Options*

Subject to the terms of the Share Option Scheme, the Board may, at its absolute discretion, invite Eligible Participants to take up Options to subscribe for Shares at the Subscription Price.

The eligibility of any of the Eligible Participants to an Offer shall be determined by the Directors from time to time on the basis of the Directors' opinion as to his contribution to the development and growth of the Company and its Subsidiaries. The Board may in its absolute discretion specify such conditions as it thinks fit when making an Offer to an Eligible Participant, provided that such conditions shall not be inconsistent with any other terms and conditions of the Share Option Scheme.

An Offer shall be made to an Eligible Participant in writing in such form as the Board may from time to time determine specifying the number of Shares and the Option Period in respect of the Offer is made (including the minimum period, if any, for which the Option, or any part thereof, must be held before it, or the relevant part, can be exercised) and shall remain open for acceptance by the Eligible Participant concerned for a period of 28 days from the date on which it is made provided that no such Offer shall be open for acceptance after the 10th anniversary of the Adoption Date or after the Share Option Scheme has been terminated.

A non-refundable nominal consideration of HK\$1.00 is payable by the Grantee upon acceptance of an Offer. An Offer shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participants together with the said consideration of HK\$1.00 is received by the Company.

Any Offer may be accepted in respect of less than the number of Shares which are offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof.

(c) *Subscription Price*

The Subscription Price may be determined by the Board at its absolute discretion provided that it shall not be less than the higher of: (i) the closing price of the Shares as stated in the daily quotations sheet of the Stock Exchange on the date of grant, which must be a Business Day, and (ii) the average closing price of the Shares as stated in the daily quotations sheets of the Stock Exchange for the 5 Business Days immediately preceding the date

of grant (where the Company has been listed for less than 5 Business Days, the new issue price of the Shares shall be used as the closing price for any trading day falling within the period before listing), and (iii) the nominal value of Shares.

(d) *Maximum number of Shares*

- (i) Subject to sub-paragraph (iv) below, the maximum number of Shares in respect of which Options may be granted under the Share Option Scheme shall not, when aggregated with any Shares subject to any other schemes, exceed 10% of the number of Shares in issue upon listing of the Shares on the Stock Exchange (the “**Scheme Mandate Limit**”). On the basis that 1,000,000,000 Shares will be in issue upon listing, the Scheme Mandate Limit will be 100,000,000 Shares.
- (ii) The Scheme Mandate Limit may be refreshed by an ordinary resolution of the shareholders of the Company in general meeting. However, 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 schemes of the Company under the limit as renewed must not exceed 10% of the Shares in issue as at the date of approval of the Scheme Mandate Limit. Options previously granted under the Share Option Scheme (including those outstanding, cancelled, lapsed in accordance with the Share Option Scheme or exercised Options) will not be counted for the purpose of calculating the Scheme Mandate Limit as refreshed.
- (iii) Subject to sub-paragraph (iv) below, the Company may issue Options to specified Eligible Participants in excess of the Scheme Mandate Limit subject to shareholders’ approval in general meetings and the issue of a circular.
- (iv) The total 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 schemes of the Company must not exceed 30% of the Shares in issue from time to time.

(e) *Exercise of Options*

Unless otherwise provided in the terms of the Share Option Scheme, an Option may be exercised at any time during the Option Period.

An Option may be exercised in whole or in part by the Grantee giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is exercised. Each such notice must be accompanied by a remittance for the full amount of the Subscription Price for the Shares in respect of which the notice is given

together with the reasonable administration fee specified by the Company from time to time. Within 30 days after receipt of the notice and the remittance and, where appropriate, receipt of the certificate from the Company's auditors or an independent financial adviser as specified in the Share Option Scheme, the Company shall allot and issue the relevant number of Shares to the Grantee (or his personal representative(s), as the case may be) credited as fully paid.

The Board may in its absolute discretion specify such performance target which must be achieved, and such minimum period for which an Option must be held, by a Grantee before any of his Options can be exercised.

*(f) Restrictions on the time of grant of Options*

Grant of Options may not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been published in the newspapers. Furthermore, no Option may be granted during the period commencing one month immediately preceding the earlier of (i) the date of the Board meeting for the approval of the Company's interim or annual results; and (ii) the deadline for the Company to publish its interim or annual results announcement, and ending on the date of the results announcements.

*(g) Rights are personal to Grantees*

An Option shall be personal to the Grantee and shall not be assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or create any interest (whether legal or beneficial) whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do.

*(h) Rights on termination of employment by dismissal*

If the Grantee ceases to be an Eligible Participant for any reason other than his death, ill health or retirement in accordance with his contract of employment or the termination of his employment on one or more of the grounds of persistent or serious misconduct, bankruptcy, insolvency, arrangement or composition with his creditors generally or conviction of any criminal offence (other than an offence which in the opinion of the Directors does not bring the Grantee or the Group into disrepute), his Option (to the extent not already exercised) will lapse on the date of cessation or termination of his employment and shall not be exercisable unless the Directors otherwise determine in which event the Grantee may exercise the Option (to the extent not already exercised) in whole or in part within such period as the Directors may determine following the date of such cessation or termination, which date shall be the last day on which the Grantee was actually at work with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not.

(i) *Rights on death or retirement*

If the Grantee ceases to be an Eligible Participant by reason of his death, ill health or retirement in accordance with his contract of employment and none of the events which would be a ground for termination of his employment under paragraph (h) above arises, his personal representative(s) or the Grantee (as appropriate) may exercise the Option (to the extent not already exercised) in whole or in part within a period of 12 months following the date of his cessation of employment which date shall be the last day on which the Grantee was at work with the Company or the relevant Subsidiary whether salary is paid in lieu of notice or not (or such longer period as the Directors may determine).

(j) *Cancellation of options*

Any cancellation of Options granted but not exercised with the approval of the Grantee of such Option and the issuance of new Options to the same Grantee may only be made under the Share Option Scheme with available unissued Options (excluding the cancelled Options) within the Scheme Mandate Limit referred to in paragraph (d)(i) above.

(k) *Effect of reorganisation of capital structure*

In the event of any alteration in the capital structure of the Company whilst any Option remains exercisable, and such event arises from capitalisation of profits or reserves, rights issue, or other offer of securities to holders of Shares, consolidation, sub-division of Shares or reduction of share capital of the Company or otherwise howsoever, then, in any such case the Company shall instruct its auditors or an independent financial adviser to certify the adjustment, if any, that ought in their opinion fairly and reasonably be made either generally or as regards any particular Grantee, to:

- (i) the number or nominal amount of Shares to which the Share Option Scheme or any Option relates; and/or
- (ii) the Subscription Price of any Option; and/or
- (iii) the maximum number of Shares referred to in paragraph (d).

(l) *Rights on a general offer*

In the event of a general offer being made to all the holders of Shares (or all such holders other than the offeror and/or person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional, the Grantee (or his personal representative(s)) shall be entitled to exercise the Option (to the extent not already exercised) to its full extent at any time thereafter and up to the close of such offer.

*(m) Rights on winding up*

In the event a notice is given by the Company to its members to convene a general meeting for the purpose of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date or as soon as after it despatches such notice to each member of the Company give notice thereof to all Grantees and thereupon, each Grantee (or his personal representative(s)) shall be entitled to exercise all or any of his Options (to the extent not already exercised) at any time not later than 2 Business Days prior to the proposed general meeting by giving notice in writing to the Company 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 and issue the relevant Shares to the Grantee credited as fully paid.

*(n) Rights on a compromise or arrangement*

In the event of a compromise or arrangement between the Company and its members or creditors being proposed for the purpose of or in connection with a scheme for the reconstruction or amalgamation of the Company, the Company shall give notice to the Grantee on the same date as it gives the notice of the meeting to its members or creditors to consider such a scheme or arrangement, and thereupon the Grantee (or his personal representative(s)) may by notice in writing to the Company (such notice to be received by the Company not later than 2 Business Days prior to the proposed meeting) exercise the Option (to the extent not already exercised) either to its full extent or to the extent specified in such notice and 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 meeting, allot and issue such number of Shares to the Grantee credited as fully paid.

*(o) Ranking of Shares*

The Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the articles of association of the Company for the time being in force and will rank *pari passu* in all respects with the existing fully paid Shares in issue on the date on which notice is given by the Grantee in respect of the exercise of the Option and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after such date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before such date.

*(p) Duration and administration of the Share Option Scheme*

The Share Option Scheme has been adopted for a period of 10 years commencing from the date the Share Option Scheme becomes unconditional. The Company may by ordinary resolution in general meeting terminate the

Share Option Scheme at any time. No further Options will be issued after the expiry or termination of the Share Option Scheme but the provisions of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme. The Share Option Scheme shall be subject to the administration of the Directors whose decision (save as otherwise provided therein) shall be final and binding on all persons who may be affected thereby.

*(q) Alterations to the terms of the Share Option Scheme*

- (i) The provisions relating to the matters set out in rule 17.03 of the Listing Rules cannot be altered to the advantage of the Eligible Participants without the prior approval of shareholders of the Company in a general meeting.
- (ii) Any alterations to the terms and conditions of the Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by the shareholders of the Company in a general meeting, except where the alterations take effect automatically under the existing terms of the Share Option Scheme.
- (iii) Any change to the authority of the Directors in relation to any alteration to the terms of the Share Option Scheme must be approved by shareholders of the Company in a general meeting.
- (iv) All alterations to the terms of the Share Option Scheme shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

*(r) Conditions of the Share Option Scheme*

The Share Option Scheme shall take effect subject to:

- (i) the Listing Committee of the Stock Exchange granting approval of the Share Option Scheme and any Options which may be granted thereunder and the listing of and permission to deal in the Shares in issue at the Adoption Date and any Shares (not exceeding 10% of the Shares in issue upon listing of the Shares on the Stock Exchange) which may fall to be issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the Share Option Scheme; and
- (ii) the passing of a written resolution to adopt the Share Option Scheme by the shareholders of the Company (such resolution was passed on 8th March 2007).

*(s) Grant of Options to Connected Persons or any of their Associates*

Any grant of Options to a Director, chief executive or substantial shareholder (as defined in the Listing Rules) of the Company or any of their respective Associates must be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the Options). Where any grant of Options to a substantial shareholder of the Company or an independent non-executive Director or any of their respective Associates would result in the total number of Shares issued and to be issued upon exercise of all Options already granted and to be granted (including Options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant representing in aggregate over 0.1% of the Shares in issue and having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5 million, then the proposed grant must be approved by the shareholders of the Company. All Connected Persons (as defined in the Listing Rules) of the Company must abstain from voting at such general meeting, except that any Connected Person may vote against the relevant resolution at the general meeting provided that his intention to do so has been stated in the circular to be issued as stated below.

A circular must be sent by the Company to the shareholders explaining the proposed grant. The circular must contain (i) details of the number and terms of the Options to be granted; (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the proposed grantee of the Option) to the independent shareholders as to voting; and (iii) the information required under rule 17.02(2)(c) and (d) and the disclaimer required under rule 17.02(4) of the Listing Rules.

Shareholders' approval is also required for any change in the terms of Options granted to a substantial shareholder (as defined in the Listing Rules) of the Company or an independent non-executive Director, or any of their respective Associates.

*(t) Maximum number of Options to any one individual*

The total number of Shares issued and to be issued on the exercise of the Options granted to each Eligible Participant (including both exercised and outstanding Options) in any 12-month period must not exceed 1% of the Shares in issue unless (i) a circular is despatched to the shareholders; (ii) the shareholders approve the grant of the Options in excess of the limit referred to therein in general meeting; and (iii) the relevant Eligible Participant and its Associates abstain from voting on the resolution.

*(u) Lapse of Option*

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) subject to paragraph (i) above, the expiry of the Option Period;



- (ii) the expiry of any of the periods referred to in paragraph (h), (i), (l), (m) or (n) above;
- (iii) the date on which the Grantee ceases to be an Eligible Participant by reason of the termination of his employment on any one or more of the grounds under paragraph (h) above. A resolution of the Directors to the effect that employment of a Grantee has or has not been terminated on one or more of the grounds specified above shall be conclusive and binding on the Grantee; or
- (iv) the date on which the Directors shall exercise the Company's right to cancel the Option by reason of a breach of paragraph (g) above by the Grantee in respect of that or any other Option.

(v) *Termination*

The Company by ordinary resolution in general meeting may at any time terminate the operation of the Share Option Scheme and in such event no further Options will be offered but in all other respects the provision of the Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the Share Option Scheme and Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the Share Option Scheme.

Details of the Options granted, including exercised or outstanding under the Share Option Scheme, shall be disclosed in a circular to the shareholders of the Company seeking approval of the first new scheme to be established after such termination.

(w) *Present status of the Share Option Scheme*

- (i) Application for approval

Application has been made to the Listing Committee of the Stock Exchange for the approval of the listing of and permission to deal in up to 10% of the number of Shares in issue upon listing of the Shares on the Stock Exchange to be issued pursuant to the exercise of any Options which may be granted under the Share Option Scheme which is 100 million shares.

- (ii) Grant of Option

As at the date of this prospectus, no Options has been granted or agreed to be granted under the Share Option Scheme. Exercise of any

Options to be granted under the Share Option Scheme will have a dilution effect on the shareholdings of the shareholders of the Company at the time of such exercise of Options as well as the earning per Share for the relevant financial year of the Company.

## 2. Pre-IPO Share Option Scheme

For the purpose of this section only, unless the context otherwise requires the following words shall have the following meanings:

“Adoption Date”	8th March 2007, the date on which the Pre-IPO Share Option Scheme is adopted by passing of the necessary resolution in general meeting or by way of written resolution of the shareholders of the Company;
“Board”	the board of Directors or a duly authorised committee thereof;
“Business Day(s)”	any day on which the Stock Exchange is open for the business of dealing in securities;
“Eligible Employee”	any employee (whether full time or part time, including any executive director but excluding any non-executive director) of the Company, any Subsidiary or any Invested Entity;
“Eligible Participants”	<p>(i) any non-executive directors or proposed non-executive directors (including an independent non-executive directors) of the Company, any Subsidiary or any Invested Entity; or</p> <p>(ii) any adviser (professional or otherwise), consultant, individual or entity who in the opinion of the Board has contributed or will contribute to the growth and development of the Group and the proposed listing of the Shares on the Stock Exchange; or</p> <p>(iii) any Eligible Employee;</p>
“Grantee”	any Eligible Participant who accepts the Offer in accordance with the terms of the Pre-IPO Share Option Scheme or (where the context so permits), his personal representative(s);
“Group”	the Company and its Subsidiaries;

“Invested Entity”	any entity in which any member of the Group holds any equity interest;
“Latest Practicable Date”	the latest practicable date prior to the printing of this prospectus for the purpose of ascertaining certain information contained in this prospectus as specified in this prospectus;
“Listing Date”	the date on which the Shares first commence trading on the Stock Exchange;
“Offer”	an offer for the grant of an Option made in accordance with the Pre-IPO Share Option Scheme;
“Offer Date”	the date, which must be a Business Day, on which an Offer is made to an Eligible Participant;
“Option”	an option to subscribe for Shares granted pursuant to the Pre-IPO Share Option Scheme;
“Option Period”	in respect of any particular Option, a period (which may not commence earlier than the first day immediately following the expiry of twelve (12) months after the Listing Date and expire later than 10 years from the Offer Date of that Option) to be determined and notified by the Board to the Grantee thereof and, in the absence of such determination, from the date of acceptance of the Offer of such Option to the earlier of (i) the date on which such Option lapses under the provisions of paragraph (q) below; and (ii) the date falling 10 years from the Offer Date of that Option;
“Shares”	shares of HK\$0.1 each of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, shares forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction;
“Subsidiary”	a company which is for the time being and from time to time a subsidiary of the Company (within the meaning of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong)), whether incorporated in Hong Kong, Cayman Islands, the British Virgin Islands or elsewhere;

“Subscription Price” the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to paragraph (d) below;

The following is a summary of the principal terms of the Pre-IPO Share Option Scheme.

(a) *Purpose*

The purpose of the Pre-IPO Share Option Scheme is to enable the Company to grant option to the Eligible Participants in recognition of their contribution made or to be made to the Company or any Subsidiary.

(b) *Grant and acceptance of Options*

Subject to the terms of the Pre-IPO Share Option Scheme, the Board may, at its absolute discretion, at any time within a period commencing from the Adoption Date and ending on the Latest Practical Date, invite Eligible Participants to take up Options to subscribe for Shares at a price determined in accordance with paragraph (c) below.

The eligibility of any of the Eligible Participants to an Offer shall be determined by the Board from time to time on the basis of the Board’s opinion as to his contribution to the development and growth of the Group and to the proposed listing of the Shares on the Stock Exchange. The Board may in its absolute discretion specify such conditions as it thinks fit when making an Offer to an Eligible Participant, provided that such conditions shall not be inconsistent with any other terms and conditions of the Pre-IPO Share Option Scheme.

An Offer shall be made to an Eligible Participant in writing in such form as the Board may from time to time determine specifying the number of Shares and the Option Period in respect of which the Offer is made (including the minimum period, if any, for which the Option, or any part thereof, must be held before it, or the relevant part, can be exercised) and shall remain open for acceptance by the Eligible Participant concerned for a period of up to the earlier of (i) 21 days from the Offer Date; or (ii) the Latest Practicable Date.

A non-refundable nominal consideration of HK\$1.00 is payable by the Grantee upon acceptance of an Offer. An Offer shall be deemed to have been accepted when the duplicate letter comprising acceptance of the Offer duly signed by the Eligible Participants together with the said consideration of HK\$1.00 is received by the Company within such time as may be specified in the Offer.

Any Offer may be accepted in respect of less than the number of Shares which are offered provided that it is accepted in respect of a board lot for dealing in Shares on the Stock Exchange or an integral multiple thereof.

The Option Period of an Option may not end later than ten (10) years after the Offer Date of that Option.

Option will not be listed or dealt in on the Stock Exchange.

*(c) Subscription Price*

The Subscription Price, subject to any adjustments, shall be equivalent to 85% of the final Offer Price or such other amount as may be determined by the Board at its absolute discretion, provided that it shall not be less than the nominal value of Shares.

*(d) Exercise of Options*

No Option will be exercisable within the first twelve-month period from the Listing Date. Unless otherwise provided in the terms of the Pre-IPO Share Option Scheme, an Option may be exercised at any time during the Option Period.

An Option may be exercised in whole or in part by the Grantee giving notice in writing to the Company stating that the Option is thereby exercised and the number of Shares in respect of which it is so exercised. Each such notice must be accompanied by a remittance for the full amount of the aggregate Subscription Price for Shares in respect of which the notice is given. Within 30 days after receipt of the notice and, where appropriate, receipt of the certificate from the Company's auditors or an independent financial adviser as specified in the Pre-IPO Share Option Scheme, the Company shall allot and issue the relevant number of Shares to the Grantee (or his personal representative(s), as the case may be) credited as fully paid.

The Board may in its absolute discretion specify such performance target which must be achieved, and such minimum period for which an Option must be held, by a Grantee before any of his Option can be exercised.

(e) *Rights are personal to Grantees*

An Option shall be personal to the Grantee and shall not be transferable or assignable and no Grantee shall in any way sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest (whether legal or beneficial) whatsoever in favour of any third party over or in relation to any Option or enter into any agreement so to do. Any breach of the foregoing by a Grantee shall entitle the Company to cancel any Option granted to such Grantee to the extent not already exercised.

(f) *Rights on termination of employment by dismissal*

If the Grantee is an Eligible Employee and in the event of his ceasing to be an Eligible Employee for any reason other than his death, ill health or retirement in accordance with his contract of employment or the termination of his employment on one or more of the grounds of persistent or serious misconduct, bankruptcy, insolvency, arrangement or composition with his creditors generally or conviction of any criminal offence (other than an offence which in the opinion of the Board do not bring the Grantee or the Group into disrepute) before exercising his Option in full, his Option (to the extent not already exercised) will lapse on the date of cessation or termination of his employment and shall not be exercisable unless the Board otherwise determines in which event the Grantee may exercise the Option (to the extent not already exercised) in whole or in part within such period as the Board may determine following the date of such cessation or termination, which date shall be the last day on which the Grantee was actually at work with the Company or the relevant Subsidiary or the Invested Entity whether salary is paid in lieu of notice or not.

(g) *Rights on death or retirement*

If the Grantee is an Eligible Employee and in the event of his ceasing to be an Eligible Employee by reason of his death, ill health or retirement in accordance with his contract of employment before exercising his Option in full and none of the events which would be a ground for termination of his employment under paragraph (f) above arises, his personal representative(s) or the Grantee (as appropriate) may exercise the Option (to the extent not already exercised) in whole or in part within a period of 12 months following the date of his cessation of employment which date shall be the last day on which the Grantee was at work with the Company or the relevant Subsidiary or the Invested Entity whether salary is paid in lieu of notice or not.

(h) *Cancellation of options*

Subject to paragraphs (e) and (p)(i), any Option granted but not exercised may not be cancelled except with the written consent of the relevant Grantee and the prior approval of the Board.

(i) *Effect of reorganisation of capital structure*

In the event of capitalisation issue, rights issue, consolidation, subdivision or reduction of share capital of the Company, howsoever, such corresponding alterations (if any) shall be made in the number of nominal amount of Shares subject to any options so far as unexercised and/or the exercise price per Share of each outstanding option as the auditors of the Company or an independent financial advisor shall certify in writing to the Board to be in their/his opinion fair and reasonable in compliance with Rule 17.03(13) of the Listing Rules and the notes thereto.

Any such alterations will be made on the basis that a Grantee shall have the same proportion of the issued share capital of the Company (as interpreted in accordance with the Supplementary Guidance attached to the letter from the Stock Exchange dated 5th September 2005 to all issuers relating to Share Option Schemes). No such alteration will be made the effect of which would be to enable a Share to be issued at less than its nominal value. The issue of securities as consideration in a transaction is not to be regarded as a circumstance requiring any such alterations.

(j) *Rights on a general offer*

In the event of a general offer being made to all the holders of Shares (or all such holders other than the offeror and/or person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional, the Grantee (or his personal representative(s)) shall be entitled to exercise the Option (to the extent not already exercised) to its full extent at any time thereafter and up to the close of such offer.

(k) *Rights on winding up*

In the event a resolution is being proposed for the voluntary winding-up of the Company during the Option Period, the Grantee shall be entitled to exercise all or any of his Options (to the extent not already exercised) at any time not later than 2 Business Days prior to the date on which such resolution is to be considered and/or passed by giving notice in writing to the Company whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date on which such resolution is to be considered and/or passed allot and issue the relevant Shares to the Grantee credited as fully paid. The Grantee shall accordingly be entitled, in respect of the Shares allotted and issued in the aforesaid manner, to participate in the distribution of the assets of the Company available in liquidation *pari passu* with the holders of the Shares in issue on the day prior to the date of such resolution. Subject thereto, Options then outstanding shall lapse and determine on the commencement of the winding-up of the Company.

(l) *Grantee as a company wholly owned by Eligible Participants*

If the Grantee is a company wholly owned by one or more Eligible Participants:

- (i) the provisions of paragraphs (f), (g), (q)(iii) and (q)(iv) shall apply to the Grantee and to the Option granted to such Grantee, mutatis mutandis, as if such Option had been granted to the relevant Eligible Participant, and such Option shall accordingly lapse or fall to be exercisable after the event(s) referred to in paragraphs (f), (g), (q)(iii) and (q)(iv) shall occur with respect to the relevant Eligible Participant; and
- (ii) the Option granted to the Grantee shall lapse and determine on the date the Grantee ceases to be wholly owned by the relevant Eligible Participant provided that the Board may in its absolute discretion decide that such Option or any part thereof shall not so lapse or determine subject to such conditions or limitations as they may impose.

(m) *Ranking of Shares*

The Shares to be allotted and issued upon the exercise of an Option will be subject to all the provisions of the articles of association of the Company for the time being in force and will rank pari passu in all respects with the existing fully paid Shares in issue on the date on which notice is given by the Grantee in respect of the exercise of the Option and accordingly will entitle the holders to participate in all dividends or other distributions paid or made on or after such date other than any dividend or other distribution previously declared or recommended or resolved to be paid or made if the record date therefor shall be before such date.

(n) *Duration and administration of the Pre-IPO Share Option Scheme*

The Pre-IPO Share Option Scheme shall be valid and effective until 9:00 a.m. on the Listing Date. The Company may by ordinary resolution in general meeting terminate the Pre-IPO Share Option Scheme at any time. No further Options will be offered after the expiry or termination of the Pre-IPO Share Option Scheme but the provisions of the Pre-IPO Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Option granted or exercised prior thereto or otherwise as may be required in accordance with the provisions of the Pre-IPO Share Option Scheme. The Pre-IPO Share Option Scheme shall be subject to the administration of the Board whose decision (save as otherwise provided therein) shall be final and binding on all persons who may be affected thereby.



- (o) *Alterations to the terms of the Pre-IPO Share Option Scheme*
- (i) The provisions relating to definitions of “Eligible Participants”, “Grantee”, “Option Period” and “Termination Date” as set out in the Pre-IPO Share Option Scheme shall not be altered to the advantage of the Grantees or prospective Grantees without the prior approval of shareholders of the Company in a general meeting, provided that no such alteration shall operate to affect adversely the terms of issue of any Option granted or agreed to be granted prior to such alteration except with the consent or sanction of such majority of the Grantees as would be required of the holders of the Shares under the memorandum and articles of association for the time being of the Company for a variation of the rights attached to the Shares.
  - (ii) Any alterations to the terms and conditions of the Pre-IPO Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by the shareholders of the Company, except where the alterations take effect automatically under the existing terms of the Pre-IPO Share Option Scheme.
  - (iii) Any change to the authority of the Board in relation to any alteration to the terms of the Pre-IPO Share Option Scheme must be approved by shareholders of the Company in a general meeting.
- (p) *Conditions of the Pre-IPO Share Option Scheme*

The Pre-IPO Share Option Scheme shall take effect subject to:

- (i) the Listing Committee of the Stock Exchange granting approval of the Pre-IPO Share Option Scheme and any Options which may be granted thereunder and the listing of and permission to deal in the Shares to be allotted and issued by the Company pursuant to the exercise of Options in accordance with the terms and conditions of the Pre-IPO Share Option Scheme. If the foregoing condition is not satisfied on or before 30 days after the date of this prospectus (the “**Long Stop Date**”), the Pre-IPO Share Option Scheme and any Options granted under the Pre-IPO Share Option Scheme shall forthwith lapse and no Grantee shall be entitled to any rights or benefits in respect of any such Options or otherwise under the Pre-IPO Share Option Scheme; and
- (ii) the passing of a written resolution to adopt the Pre-IPO Share Option Scheme by the shareholders of the Company (such resolution was passed on 8th March 2007).

(q) *Lapse of Option*

An Option shall lapse automatically (to the extent not already exercised) on the earliest of:

- (i) the expiry of the Option Period;
- (ii) the expiry of any of the periods referred to in paragraph (f), (g), (j) or (k) above;
- (iii) in respect of a Grantee who is an Eligible Employee, the date on which the Grantee ceases to be an Eligible Employee by reason of the termination of his employment on any one or more of the grounds under paragraph (f) above. A resolution of the Board to the effect that employment of a Grantee has or has not been terminated on one or more of the grounds specified above shall be conclusive and binding on the Grantee;
- (iv) in respect of a Grantee other than an Eligible Employee, the date on which the Board shall at its absolute discretion determine that (i) (aa) the Grantee has committed any breach of any contract entered into between the Grantee on the one part and the Group or any Invested Entity on the other part; or (bb) the Grantee has committed any act of bankruptcy or has become insolvent or is subject to any winding-up, liquidation or analogous proceedings or has made any arrangement or composition with his creditors generally; or (cc) the Grantee could no longer make any contribution to the growth and development of the Group by reason of the cession of its relations with the Group or by any other reason whatsoever; and (ii) the Option shall lapse as a result of any event specified in sub-paragraphs (iv)(aa) to (cc) above; or
- (v) the date on which the Board shall exercise the Company's right to cancel the Option by reason of a breach of paragraph (e) above by the Grantee in respect of that or any other Option.

(r) *Termination*

The Company by ordinary resolution in general meeting may at any time terminate the operation of the Pre-IPO Share Option Scheme and in such event no further Options will be offered but in all other respects the provision of the Pre-IPO Share Option Scheme shall remain in force to the extent necessary to give effect to the exercise of any Options (to the extent not already exercised) granted prior thereto or otherwise as may be required in accordance with the provisions of the Pre-IPO Share Option Scheme and Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the Pre-IPO Share Option Scheme.

Details of the Options granted, including exercised or outstanding under the Pre-IPO Share Option Scheme, shall be disclosed in a circular to the shareholders of the Company seeking approval of the first new scheme to be established after such termination.

*(s) Disclosure in annual and interim reports*

The Company will disclose details of the Pre-IPO Share Option Scheme in its annual and interim reports including the number of options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/interim reports in accordance with the Listing Rules in force from time to time.

*(t) Outstanding Options*

As at the Latest Practicable Date, our Company had conditionally granted Options to directors, employees of the Group and other persons to subscribe for an aggregate of 20,000,000 Shares under the Pre-IPO Share Option Scheme, representing approximately 1.96% of the enlarged total issued share capital of our Company as at the Listing Date assuming full exercise of all the Options granted under the Pre-IPO Share Option Scheme but without taking into account any Shares which may fall to be issued upon the exercise of the Over-allotment Option and the options which may be granted under the Share Option Scheme. A nominal consideration of HK\$1.00 was paid by each of the grantees for the grant of these Options. All the Options under the Pre-IPO Share Option Scheme were granted to the respective grantees on 8th March 2007. The subscription price of the Shares upon exercise of the Options shall be 85% of the Offer Price. Outstanding and unexercised Options at the end of each vesting period may be rolled over to the next vesting period and exercisable during the Option Period. No Option will be vested if the Grantee ceases to be a participant of the Pre-IPO Share Option Scheme. According to the rules of the Pre-IPO Share Option Scheme, no Option granted under the Pre-IPO Share Option Scheme will be exercisable within 12 months from the Listing Date.

A summary of the Grantees who have been conditionally granted Options under the Pre-IPO Share Option Scheme is set out below:

Name of Grantee	Registered/ Residential address	Date of joining the Group/Date of commencement of business relationship with the Group	Number of Shares subject to the options <sup>(4)</sup>	Approximate percentage of shareholding held upon exercise of all the options <sup>(5)</sup>
<b>Directors</b>				
Poon Wai <sup>(1)</sup> (Executive Director)	1st Floor No. 76 Chung Hom Kok Road, Hong Kong	25th December 1995	8,485,000	0.832%
Poon Ka Man Jason <sup>(1)</sup> (Executive Director)	House 50 Casa Marina Phase 2 No. 1 Lo Ping Road Tai Po, New Territories Hong Kong	8th August 1997	2,500,000	0.245%
Yin Yibing <sup>(1)</sup> (Executive Director)	中國深圳市福田區 東海花園一期七棟17A (Flat 17A, Block 7 Dong Hai Hua Yuan Fu Tian Qu Shenzhen, PRC)	1st May 1997	2,500,000	0.245%
<b>Senior Management</b>				
Jing Zhi En (General Manager of Shenzhen Factory)	中國四川省三台縣 潼川鎮小學上街41號 (No. 41, Xiao Xue Shang Jie Tong Chuan Town San Tai County Sichuan, PRC)	1st March 2003	300,000	0.029%
Lau Ka Ho, Robert (Qualified Accountant)	House 55, Street 2 Section M Fairview Park Yuen Long, Hong Kong	16th May 2006	500,000	0.049%
Lee Man Lung, Vincent (General Manager of Hong Kong Ajisen Co Ltd)	Flat 18 B1, Elm Tree Towers 10 Chun Fai Road Hong Kong	1st November 2006	600,000	0.059%
Lin Jiahe (General Manager of Shanghai Lead Food)	中國上海市 膠州路1號1304室 (Room 1304 No. 1 Jiaozhou Road Shanghai, PRC)	9th December 2005	150,000	0.015%

Name of Grantee	Registered/ Residential address	Date of joining the Group/Date of commencement of business relationship with the Group	Number of Shares subject to the options <sup>(4)</sup>	Approximate percentage of shareholding held upon exercise of all the options <sup>(5)</sup>
Qi Dong (General Manager of Shanghai Factory)	中國上海市 室羅秀路1980弄37號 201室 (Room 201, No. 37, 1980 Alley Shi Luo Xiu Road Shanghai, PRC)	1st September 2006	150,000	0.015%
Wu Xiaobin (General Manager of Shandong Weiqian)	中國四川省井研縣 研城鎮和平路2號 1幢3樓6號 (Flat 6, 3/F, Block 1 No. 2 He Ping Road Yan Cheng Town Jing Yan County Sichuan, PRC)	1st October 1997	200,000	0.02%
Zhang Bo (General Manager of Nanjing Weiqian)	中國西安市碑林區 新文巷3538工廠樓 西院11號1單元6號 (No. 6, Block 1 No. 11 West Wing 3538 Factory Bldg Xin Wen Lane Bei Lin District, Xian PRC)	1st April 2001	200,000	0.02%
Feng Hanming <sup>(2)</sup> (General Manager of Beijing Ajisen)	中國廣州市 荔灣區 西灣東路16號 三棟五樓504房 (Room 504 5/F, Block 3 No. 16 Xi Wan Rd E. Li Wan District Guangzhou, PRC)	1st August 1998	200,000	0.02%
Zheng Lixin (Chief Financial Officer)	12 Conlan Way Ottawa, Ontario K2J 4W4, Canada	26th January 2007	100,000	0.01%

Name of Grantee	Registered/ Residential address	Date of joining the Group/Date of commencement of business relationship with the Group	Number of Shares subject to the options <sup>(4)</sup>	Approximate percentage of shareholding held upon exercise of all the options <sup>(5)</sup>
<i>Employees of the Group Granted Options entitling them to subscribe for 100,000 or more Shares</i>				
Cheng Bo (Management Staff)	中國上海市 浦東新區 靈岩南路56弄 20號401室 (Room 401, Alley 20 No. 56 Ling Yan Road S Pudong New District Shanghai, PRC)	5th March 2004	200,000	0.02%
Kang Yunhua (Management Staff)	中國江西省 泰和縣澄江鎮 工農兵大道63號 2單元702室 (Room 702, Unit 2 No. 63 Gong Nong Bing Boulevard Cheng Jiang Town Tai He County Jiangxi Province, PRC)	14th April 1998	200,000	0.02%
Qian Lihong (Operation Manager)	中國上海市 楊浦區 長陽路1969弄 7號301室 (Room 301, Alley 7 1969 Chang Yang Road Yangpu District Shanghai, PRC)	11th January 2006	150,000	0.015%
Li Yuchen (Management Staff)	中國浙江省 台州市黃岩區 上關鄭鄉蔣東村委 (Jiang Dong Cun Wei Shang Guang Zheng Village Huang Yan District Tai Zhou City, Zhejiang PRC)	1st May 2004	150,000	0.015%
Zhao Deqing (Management Staff)	中國深圳市 羅湖區布心路3006號 (No. 3006 Bu Xin Road Lou Hu District Shenzhen, PRC)	1st August 2004	100,000	0.01%

Name of Grantee	Registered/ Residential address	Date of joining the Group/Date of commencement of business relationship with the Group	Number of Shares subject to the options <sup>(4)</sup>	Approximate percentage of shareholding held upon exercise of all the options <sup>(5)</sup>
Chen Haisong (Operation Manager)	中國海南省 瓊海市 國營東太農場16隊 (Team 16, State-owned Dong Tai Farm Qiong Hai City, Hainan PRC)	1st February 2004	150,000	0.015%
Xu Yang (General Manager, Dalian Weiqian)	中國大連市 同香街14-2-5-1號 (No. 14-2-5-1 Tong Xiang Street Dalian, PRC)	1st December 2002	100,000	0.01%
Lai Miu Yin, Connie (Management Staff)	Room 2105, 21/F. Flat D, Tung Yuk Court Shaukeiwan, Hong Kong	20th April 1989	100,000	0.01%
Ng Cheuk Man (Hong Kong Factory)	Room 414 Block B Lung Tak Court Stanley, Hong Kong	4th September 1996	200,000	0.02%
Mo Hon Ping (Hong Kong Factory)	Room 5K Yee Tak House 121-131 Shau Kei Wan East Street Hong Kong	7th August 1998	100,000	0.01%
Cheung Kin Man (Operation Manager)	Flat 4, 21/F. Kwai Ming House Kwai Fong Estate Kwai Fong New Territories Hong Kong	1st March 2001	300,000	0.029%
Tse Man Leung (Chief Chef)	Room 1207 On Yan House Tsz On Court Tsz Wan Shan Kowloon Hong Kong	6th July 1998	300,000	0.029%

Name of Grantee	Registered/ Residential address	Date of joining the Group/Date of commencement of business relationship with the Group	Number of Shares subject to the options <sup>(4)</sup>	Approximate percentage of shareholding held upon exercise of all the options <sup>(5)</sup>
<b>Employees of the Franchisor</b>				
Akiko Shigemitsu <sup>(3)</sup>	1-14-50 Kuwamizu Kumamoto-City 862-0954	January 1996	30,000	0.003%
Tatsuaki Nishimura	920-28 Akamizu Aso-City Kumamoto 869-2232	January 1996	30,000	0.003%
Tomoko Sawamura	Room No. 306 1-22-17 Shinsei Kumamoto-City 862-0908	January 1996	30,000	0.003%
Noriko Karasawa	Room No. 1-204 5-3-33 Shinnabe Kumamoto-City 861-8028	January 1996	30,000	0.003%
Masamitsu Nakayama	3029-24 Tsukure Kikuyou-machi Kikuchi-gun Kumamoto 869-1100	January 1996	30,000	0.003%
Yuzuru Tsuge	2-20-28 Shimasaki Kumamoto-city 860-0073	January 1996	30,000	0.003%
<b>Other grantees</b>				
90 other employees of the Group			1,885,000	0.0185%
Total:			<u>20,000,000</u>	

**Notes:**

1. Poon Wai, Poon Ka Man, Jason and Yin Yibing, who are our executive Directors, have formed a BVI company named Center Goal Holdings Limited to hold the options. Center Goal Holdings Limited is owned as to approximately 62.92% by Poon Wai, as to approximately 18.54% by Poon Ka Man, Jason, and as to approximately 18.54% by Yin Yibing.
2. Feng Hanming is the brother-in-law of Poon Wai, who is our executive Director.



3. Akiko Shigemitsu is the mother of Katsuaki Shigemitsu, who is our non-executive Director.
4. Save as disclosed in the above, all other Grantees are Independent Third Parties.
5. All holders of Options granted under the Pre-IPO Share Option Scheme may only exercise their Options in the following manner:

<b>Maximum percentage of Options exercisable</b>	<b>Period for vesting of the relevant percentage of the Option</b>
25% of the total number of the options to any Grantee	From the expiry of the first anniversary of the Listing Date to the date immediately before the second anniversary of the Listing Date
25% of the total number of the Options to any Grantee	From the second anniversary of the Listing Date to the date immediately before the third anniversary of the Listing Date
25% of the total number of the Options to any Grantee	From the third anniversary of the Listing Date to the date immediately before the fourth anniversary of the Listing Date
25% of the total number of the Options to any Grantee	From the fourth anniversary of the Listing Date to the date immediately before the fifth anniversary of the Listing Date

All the Options under the Pre-IPO Share Option Scheme will not be exercisable within the first 12 months after the Listing Date. Outstanding and unexercised options at the end of each vesting period may be rolled over to the next vesting period and exercisable during the option period. No option will be vested if the grantee ceases to be a participant of the Pre-IPO Share Option Scheme.

6. These percentages are calculated on the basis of 1,020,000,000 Shares in issue immediately following the completion of the Global Offering and the Capitalisation Issue (as enlarged by the exercise in full of all the Options granted under the Pre-IPO Share Option Scheme) but do not take into account any Shares which may fall to be allotted and issued upon the exercise of the Over-allotment Option or any Option which may be granted under the Share Option Scheme and assuming that all the Options granted under the Pre-IPO Share Option Scheme are exercised in full at the same time.
7. These Options have been granted to provide an incentive for the grantees to work with commitment towards enhancing the value of the Company and its Shares for the benefit of the Shareholders and to compensate the grantees for their contribution towards the growth and development of our Group. Regarding the employees of the Franchiser to whom we have granted Options, they have provided valuable advice and assistance to our Group in its business and operation.
8. The pro-forma earnings per Share on a fully diluted basis is HK\$10.9 cents which is based on the estimated profit attributable to equity holders of our Company for the year ended 31st December 2006, assuming a total of 1,000,000,000 Shares are issued during the entire year and 20,000,000 Shares which resulted from the full exercise of all the Options that have been conditionally granted under the Pre-IPO Share Option Scheme are issued on 1st January 2006.

The Grantees who are Connected Persons of our Company (including our Directors, Feng Hanming and Akiko Shigemitsu) have undertaken to our Company, the Stock Exchange and the Sponsor that they will not exercise the Options granted under the Pre-IPO Share Option Scheme to such extent that the Shares held by the public shareholders of our Company after issue of Shares pursuant to such exercise will fall below 25% of the issued share capital of our Company.

Save and except as set out above, no other Options have been granted or agreed to be granted by the Company under the Pre-IPO Share Option Scheme.

We applied to the SFC for an exemption from strict compliance with the disclosure requirements under paragraph 10 of the Third Schedule to the Companies Ordinance (“Paragraph 10”) and to the Stock Exchange for a waiver from strict compliance with the requirements under Rule 17.02(1)(b) of and paragraph 27 of Part A of Appendix 1 to the Listing Rules (“Rule 17.02(1)(b) and Paragraph 27”) in connection with the information of the granting of options under the Pre-IPO Share Option Scheme on the grounds that:

- (a) in light of the large number of grantees involved, strict compliance with such disclosure requirements, in setting out full details of all grantees under the Pre-IPO Share Option Scheme in this prospectus, would be unduly burdensome for the Company;
- (b) the grant and exercise in full of the options granted under the Pre-IPO Share Option Scheme will not cause any material adverse change in the financial position of the Company;
- (c) non-compliance with the disclosure requirements does not prevent the Company from providing an informed assessment of the activities, assets, liabilities, financial position, management and prospects of the Company to its potential investors; and
- (d) the information contained in this prospectus regarding the Pre-IPO Option Scheme provides potential investors with sufficient information to make a relevant assessment of the Company in their investment decision making process.

The SFC has granted this exemption and the Stock Exchange has granted this waiver on the conditions summarized as follows:

- (a) that full details of the Options granted by our Company under the Pre-IPO Share Option Scheme to each of the Grantees who is (i) a Director, (ii) one of the senior management of our Group, (iii) an employee of the Franchisor or (iv) an employee of our Group entitling him/her to subscribe for 100,000 or more Shares, are disclosed in this prospectus in accordance with Paragraph 10 and Rule 17.02(1)(b) and Paragraph 27;
- (b) that the following information regarding the remaining grantees (being other employees of our Group), is summarised for disclosure in this prospectus:
  - (i) the aggregate number of grantees and the number of Shares to be subscribed for under the options;
  - (ii) the period during which each of the options is exercisable;
  - (iii) the price to be paid for Shares on exercise of the options; and

- (vi) the approximate percentage of our Company's issued share capital (as enlarged by the exercise in full of all the options granted under the Pre-IPO Share Option Scheme);
- (c) that the dilution effect and impact on earnings per Share upon full exercise of the options granted under the Pre-IPO Share Option Scheme are disclosed in this prospectus; and
- (d) that a full list of all the grantees under the Pre-IPO Share Option Scheme (including the Directors, senior management of our Group, employees of the Franchisor and those employees of our Group referred to in paragraph (a) above) containing all the particulars as required under Paragraph 10 and Rule 17.02(1)(b) and Paragraph 27, are made available for public inspection in accordance with the section headed "Documents Delivered and Available for Inspection" in Appendix VII to this prospectus.

Application has been made to the Listing Committee of the Stock Exchange for the listing of and permission to deal in Shares to be issued pursuant to the exercise of Options granted under the Pre-IPO Share Option Scheme which is 20,000,000.

**E. WAIVERS IN RELATION TO RULE 4.04(1) OF THE LISTING RULES AND EXEMPTION FROM STRICT COMPLIANCE WITH PARAGRAPHS 27 AND 31 OF THE THIRD SCHEDULE TO THE COMPANIES ORDINANCE**

Rule 4.04(1) of the Listing Rules ("Rule 4.04(1)") stipulates that the Company is required to include in this prospectus an accountant's report covering the combined results of our Group in respect of each of the three financial years immediately preceding the issue of this prospectus.

Paragraph 27 of Part I of the Third Schedule to the Companies Ordinance ("Paragraph 27") requires the Company to set out in the prospectus a statement as to, *inter alia*, the grossing trading income or sales turnover during the three years preceding the date of the prospectus, including an explanation of the method used for the computation of such income or turnover and a reasonable break-down between the more important trading activities.

Paragraph 31 of Part II of the Third Schedule to the Companies Ordinance ("Paragraph 31") requires the Company to include in the prospectus a report by the auditors with respect to, *inter alia*, the profits and losses and assets and liabilities of our Group in respect of each of the three financial years immediately preceding the issue of this prospectus.

The accountants' report for each of the three years ended 31st December 2005 and the nine months ended 30th September 2006 has been prepared and is set out in Appendix I to this prospectus.

An application has been made to the SFC for a certificate of exemption from strict compliance with Paragraph 27 and Paragraph 31 in relation to the inclusion of the accountants' report for the full year ended 31st December 2006 in this prospectus on the ground that it would be unduly burdensome for us to do so within a short period of time after 31st December 2006. A certificate of exemption has been granted by the SFC under section 342A(1) of the Companies Ordinance.

An application has also been made to the Stock Exchange for a waiver from strict compliance with Rule 4.04(1) on the ground that it would be unduly burdensome for us to do so within a short period of time after 31st December 2006, and such waiver has been granted by the Stock Exchange on the condition that listing of the Shares will commence on or before 31st March 2007.

The Directors have confirmed that, after performing all due diligence work which the Directors consider appropriate, there is no material adverse change in the financial position or prospect of our Group since 30th September 2006 and there is no event since 30th September 2006 which would materially affect the information as contained in the accountants' report of our Group (as set out in Appendix I to this prospectus). In the circumstances, the Directors believe that the accountants' report (as set out in Appendix I to this prospectus) provides sufficient information that is reasonably necessary for the public to make an informed assessment of the financial position of our Group.

## **F. OTHER INFORMATION**

### **(1) Tax indemnity**

Poon Wai (the "Taxation Covenantor") has, under a deed of indemnity referred to in the sub-section headed "Summary of Material Contracts" in this Appendix, given indemnities in connection with any taxation which might be payable by any member of our Group (i) in respect of any income, profits or gains earned, accrued, or received or deemed to have been earned, accrued or received on or before the date on which Global Offering becomes unconditional; or (ii) in respect of or in consequence of any act, omission or event occurring or deemed to occur on or before the date on which the Global Offering becomes unconditional. The deed of indemnity does not prescribe any time limit for claims to be made under the tax indemnity.

The Taxation Covenantor will however, not be liable under the deed of indemnity for taxation to the extent that:

- specific provision or reserve has been made for such taxation in the audited accounts of our Group for the three years ended 31st December 2005 and the nine months ended 30th September 2006; or
- the taxation arises or is increased as a result of only a retrospective change in law or a retrospective increase in tax rates coming into force after the date on which the Global Offering becomes unconditional; or

- the taxation liability would not have arisen but for any voluntary act of any member of our Group after the date on which the Global Offering becomes unconditional which the relevant member of our Group ought reasonably to have known would give rise to such taxation liability but excluding any act:
  - (i) carried out pursuant to a legally binding obligation of any member of our Group entered into or incurred on or before the date on which the Global Offering becomes unconditional; or
  - (ii) pursuant to an obligation imposed by any law, regulation or requirement having the force of law; or
  - (iii) taking place with the written approval of the Taxation Covenantor or pursuant to the Global Offering or any document executed pursuant to the Global Offering; or
  - (iv) occurring in the ordinary course of business of the relevant member of our Group; or
- the taxation liability arises in the ordinary course of business of any member of our Group after 30th September 2006 up to and including the date on which the Global Offering becomes unconditional.

The Directors have been advised that no material liability for estate duty is likely to fall on the Company or any of its Subsidiaries in Hong Kong, the Cayman Islands, the BVI or the PRC, being jurisdictions in which one or more of the companies comprising our Group are incorporated.

## **(2) Litigation**

As at the Latest Practicable Date, no member of our Group was engaged in any litigation, claim or arbitration of material importance and no litigation, claim or arbitration of material importance is known to the Directors to be pending or threatened against any member of our Group.

## **(3) Sponsor**

The Sponsor has made an application on behalf of the Company to the Listing Committee of the Stock Exchange for listing of, and permission to deal in, the Shares in issue and to be issued as mentioned herein (including any Shares falling to be issued pursuant to the exercise of the Over-allotment Option and pursuant to the exercise of any options granted under the Pre-IPO Share Option Scheme and the Share Option Scheme).

**(4) Preliminary expenses**

The preliminary expenses of the Company are estimated to be approximately HK\$102,050,000 and are payable by the Company.

**(5) Qualification of experts**

The following are the qualifications of the experts who have given opinions or advice which are contained in this prospectus:

<b>Name</b>	<b>Qualification</b>
Cazenove Asia Limited	Licensed to conduct type 1 (dealing in securities) type 4 (advising on securities), type 6 (advising on corporate finance) and type 9 (asset management) regulated activities under the SFO
King & Wood	Legal adviser to the Company on PRC law
Deloitte Touche Tohmatsu	Certified public accountants
CB Richard Ellis Limited	Independent professional property valuer
Appleby Hunter Bailhache	Legal adviser to the Company on Cayman Islands law

**(6) Consent of experts**

Each of Cazenove, King & Wood, Deloitte Touche Tohmatsu, CB Richard Ellis Limited and Appleby Hunter Bailhache, has given and has not withdrawn its written consent to the issue of this prospectus with the inclusion of its report, valuation certificate, letter, opinion or summary of opinion (as the case may be) and the references to its name included herein in the form and context in which they are respectively included.

**(7) Bilingual Prospectus**

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

**(8) Binding effect**

This prospectus 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 Ordinance insofar as applicable.

**(9) Disclaimers**

Save as disclosed in this prospectus:

- (a) none of the Directors nor any of the persons whose names are listed in the paragraph headed “Consent of experts” under this Appendix is interested in the promotion of the Company, or in any assets which have within the two years immediately preceding the issue of this prospectus been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (b) none of the Directors nor any of the persons whose names are listed in the paragraph headed “Consent of experts” under this Appendix is materially interested in any contract or arrangement subsisting at the date of this prospectus which is significant in relation to the business of our Group;
- (c) no cash, securities or other benefit has been paid, allotted or given within the two years preceding the date of this prospectus to any promoter of the Company nor is any such cash, securities or benefit intended to be paid, allotted or given on the basis of the Global Offering and the Capitalisation Issue or related transaction as mentioned in this prospectus.

**(10) Miscellaneous**

(a) Save as disclosed in this prospectus:

- (i) within the two years preceding the date of this prospectus, no share or loan capital of the Company or any of its Subsidiaries has been issued or agreed to be issued fully or partly paid either for cash or for a consideration other than cash;
- (ii) no share or loan capital of the Company or any of its Subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
- (iii) no founders, management or deferred shares of the Company or any of its Subsidiaries have been issued or agreed to be issued; and
- (iv) within the two years preceding the date of this prospectus, no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any capital of the Company or any of its Subsidiaries.

- (b) None of Cazenove, King & Wood, Deloitte Touche Tohmatsu, CB Richard Ellis Limited and Appleby Hunter Bailhache:
- a. is interested beneficially or non-beneficially in any shares in any member of our Group; or
  - b. has any right or option (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for any shares in any member of our Group.
- (c) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (d) All necessary arrangements have been made to enable the Shares to be admitted into CCASS for clearing and settlement.

#### (11) Particulars of the Selling Shareholders

Name	Number of Sale Shares	Description	Address
Katsuaki Shigemitsu	2,577,000	a non-executive Director and a founding member of the Group	1-14-50, Kuwamizhi Kumamoto City, Japan
Shigemitsu	1,031,000	a company incorporated in Japan and a founding member of the Group	920-9, Toshimamachi Kumamoto City, Japan
Cheng Wai Tao	5,670,000	a founding member of the Group	Flat D1, 35/F Block D, Beverly Hill 6 Broadwood Road Happy Valley, Hong Kong