

## APPENDIX VI

## STATUTORY AND GENERAL INFORMATION

### FURTHER INFORMATION ABOUT OUR COMPANY

#### 1. Incorporation

Our Company was incorporated as an exempted company with limited liability in the Cayman Islands under the Cayman Companies Law on June 5, 2007. Our Company’s registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. A summary of various parts of the Articles of Association is set out in Appendix V to this [REDACTED].

We were registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on 27 May 2014 with the Registrar of Companies in Hong Kong. Our registered place of business in Hong Kong is at Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong. Ms. Jingxia Zhang and Ms. Wai Ling Chan have been appointed as the authorized representatives of our Company for the acceptance of service of process in Hong Kong. The address for service of process is Level 54, Hopewell Centre, 183 Queen’s Road East, Hong Kong.

Our Company’s head office is located at Maple Leaf Educational Park, 6 Central Street, Jinshitan National Tourist Area, Dalian, Liaoning Province 116650, China.

#### 2. Changes in share capital of our Company

Our Company was incorporated with an authorized share capital of US\$50,000, divided into 50,000 Shares, with a par value of US\$1.00 each. The following sets out the changes in our Company’s issued share capital since the date of its incorporation.

- (i) On June 5, 2007, our Company allotted and issued one Share to Offshore Incorporations (Cayman) Limited which was transferred to Sherman Investment. Our Company allotted and issued an additional 49,999 Shares to Sherman Investment on the same day.
- (ii) On November 2, 2007, the authorized share capital of our Company was increased to US\$200,000 divided into 200,000 Shares of a nominal or par value of US\$1.00, and each Share of par value US\$1.00 in the authorized share capital of our Company was then subdivided into 1,000 Shares of par value US\$0.001 each such that immediately following the Share Subdivision, the authorized share capital of our Company became US\$200,000 divided into 200,000,000 Shares of a nominal or par value of US\$0.001 each.
- (iii) On November 19, 2007, 10,627,100 and 3,190,900 Shares were allotted and issued to Sherman Investment and TBIG, an Independent Third Party, respectively.
- (iv) On February 29, 2008, 7,772,900 and 409,100 Shares were allotted and issued to Sherman Investment and TBIG, respectively.
- (v) On March 5, 2008, the authorized share capital of our Company of US\$200,000 divided into 200,000,000 Shares of a par value of US\$0.001 each was designated and classified into 21,000,000 Preferred Shares of par value US\$0.001 each and 179,000,000 Ordinary Shares of par value US\$0.001 each (including all of the 72,000,000 then existing issued Shares). On March 12, 2008, 18,000,000 Preferred Shares were allotted and issued to Sequoia Capital China Growth Fund I, L.P. For more details on the [REDACTED] Investment, see the sub-section headed “[REDACTED] Investments” in this [REDACTED].

[REDACTED]

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Save as disclosed herein and in the sub-paragraphs headed “Written resolutions of the shareholders passed on [●]” in this Appendix, there has been no alteration in the share capital of our Company since its incorporation.

### 3. Changes in share capital of the subsidiaries and the major consolidated affiliated entities

Our Company’s subsidiaries and major consolidated affiliated entities are set out in the Accountant’s Report which is set out in Appendix I to this [REDACTED]. In addition to those disclosed in the sub-paragraphs headed “Changes in share capital of our Company” in this Appendix, the following alterations in the share or registered capital of our Company’s subsidiaries and the consolidated affiliated entities have taken place within the two years immediately preceding the date of this [REDACTED]:

#### (a) *Beipeng Software*

On March 10, 2008, Beipeng Software was incorporated as a limited liability company in the PRC. As of the date of incorporation, its registered share capital was US\$20 million.

#### (b) *Dalian Maple Leaf High School*

On April 15, 1996, Dalian Maple Leaf High School obtained approval for its establishment from the Liaoning Province Education Commission with an initial registered share capital of US\$5 million.

#### (c) *Dalian Educational Group*

On May 23, 2003, Dalian Educational Group was incorporated as a limited liability company in the PRC. As of the date of incorporation, its registered share capital was RMB20 million.

#### (d) *Dalian Science and Education*

On January 9, 2003, Dalian Science and Education was incorporated as a limited liability company in the PRC. As of the date of incorporation, its registered share capital was RMB1.0 million.

#### (e) *Dalian Foreign School*

On May 1, 2004, Dalian Foreign School was established in the PRC. It obtained approval for its establishment from the MOE on August 31, 2005.

#### (f) *Wuhan Foreign School*

On January 15, 2007, we obtained the approval of change of sponsor from the Education Bureau of Donghu New Technology Development District in Wuhan whereby our Wuhan Foreign School was acquired by the Founder from William Mao, an Independent Third Party for a consideration of RMB3 million. A further application for the approval of the change of sponsor has been submitted to the Education Department of Hubei Province.

Save as aforesaid, there have been no other alterations in the share or registered capital of the subsidiaries of our Company within the two years immediately preceding the date of this [REDACTED].

### 4. No corporate reorganization

No reorganization has been carried out in respect of the Group for the purpose of the [REDACTED].

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### 5. Written resolutions of the Shareholders passed on [●]

By written resolutions of the Shareholders passed on [●]:

- (i) conditional on the same conditions as stated in the section headed [REDACTED]:
  - (A) [REDACTED] were approved, and the proposed allotment and issue of the [REDACTED] under the [REDACTED] were approved, and the Directors were authorized to determine the [REDACTED] for, and to allot and issue the [REDACTED]; and
  - (B) conditional further upon 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 [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme, or the RSU Scheme, the rules of the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme, or the RSU Scheme were approved and adopted and the Directors were authorized to make such further changes to the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme, or the RSU Scheme as may be required by the Stock Exchange and which they deem necessary and/or desirable and to grant options to eligible participants to acquire Shares thereunder and to allot, issue and deal with Shares pursuant thereto and to take all such actions as they consider necessary and/or desirable to implement or give effect to the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme, or the RSU Scheme.
- (ii) a general unconditional mandate was given to our Directors to exercise all powers of our Company to allot, issue and deal with Shares or securities convertible into Shares and to make or grant offers, agreements or options (including any warrants, bonds, notes and debentures conferring any rights to subscribe for or otherwise receive Shares) which might require Shares to be allotted and issued or dealt with subject to the requirement that the aggregate nominal value of the Shares so allotted and issued or agreed conditionally or unconditionally to be allotted and issued, otherwise than by way of (i) rights issue or pursuant to the exercise of any subscription rights attaching to any warrants which may be allotted and issued by the Company from time to time or, pursuant to the exercise of any options which may be granted under the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme, the RSU Scheme or allotment and issue of Shares in lieu of the whole or part of a dividend on Shares in accordance with the Articles of Association on a specific authority granted by our Shareholders in general meeting, shall not exceed 20% of the aggregate nominal value of the Shares in issue immediately following the completion of [REDACTED], excluding any Shares which may fall to be issued pursuant to the exercise of the [REDACTED];
- (iii) a general unconditional mandate (the “**Repurchase Mandate**”) was given to our Directors to exercise all powers of our Company to repurchase on the Stock Exchange or on any other stock exchange on which the securities of our Company may be listed and which is recognized by the SFC and the Stock Exchange for this purpose, such number of Shares as will represent up to 10% of the aggregate nominal value of the Shares in issue immediately following the completion of [REDACTED], excluding any Shares which may fall to be issued pursuant to the exercise of [REDACTED];
- (iv) the general unconditional mandate as mentioned in paragraph (ii) above was extended by the addition to the aggregate nominal value of the Shares which may be allotted and issued or agreed to be allotted and issued by our Directors pursuant to such general mandate of an amount representing the aggregate nominal value of the Shares purchased by our Company pursuant to the mandate to purchase Shares referred to in paragraph (iii) above (up to 10% of the aggregate nominal value of the Shares in issue immediately following the completion of [REDACTED], excluding any Shares which may fall to be issued pursuant to the exercise of [REDACTED]); and
- (v) our Company conditionally approved and adopted the Memorandum and Articles of Association.

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Each of the general mandates referred to in paragraphs (ii), (iii) and (iv) above will remain in effect until whichever is the earliest of (1) the conclusion of the next annual general meeting of our Company; (2) the expiration of the period within which the next annual general meeting of our Company is required to be held by any applicable law or the Articles of Association; or (3) the time when such mandate is revoked or varied by an ordinary resolution of the Shareholders in general meeting.

### [REDACTED] SHARE OPTION SCHEME

#### Summary of Terms

The following is a summary of the principal terms of the [REDACTED] Share Option Scheme which was approved and adopted by our Board on April 1, 2008 (the “**Effective Date**”). The terms of the [REDACTED] Share Option Scheme are not subject to the provisions of [REDACTED] as the [REDACTED] Share Option Scheme will not involve the grant of options by us to subscribe for Shares once we have become a listed issuer.

#### *(a) Purpose*

The purpose of the [REDACTED] Share Option Scheme is to attract and retain the best available personnel, to provide additional incentives to employees, directors and consultants of the Company and any Parent Corporate or Subsidiary Corporate (as defined in Section 424(e) and Section 424(f) of the US Inland Revenue Code of 1986, respectively) of the Company and any business, corporation, partnership, limited liability company or other entity in which the Company or a Parent Corporate or a Subsidiary Corporate of the Company holds a substantial ownership interest, directly or indirectly (“**Related Entities**”) and to promote the success of the Company’s business.

#### *(b) Eligible Persons*

Awards may be granted by the Administrator (as set out in paragraph (c) below) only to those employees, directors and consultants of the Company or a Related Entity (“**Eligible Person**”).

#### *(c) Administration and Authorization*

The [REDACTED] Share Option Scheme is administered by and the relevant awards are authorized and granted by the Board or any other committee of directors appointed by the Board to administer the scheme (the “**Administrator**”). Subject to Applicable Laws (as defined in the scheme and the provisions of the scheme), the Administrator has the authority:

- (i) to select the employees to whom awards may be granted from time to time;
- (ii) to determine whether and to what extent awards are granted;
- (iii) to determine the number of Shares or the amount of other consideration to be covered by each award granted;
- (iv) to approve forms of award agreements for use under the scheme;
- (v) to determine the terms and conditions of any award granted;
- (vi) to amend the terms of any outstanding award granted under the scheme, provided that any amendment that would adversely affect the grantee’s rights under an outstanding award shall not be made without the grantee’s written consent;
- (vii) to construe and interpret the terms of the scheme and awards, including without limitation, any notice of award or award agreement, granted pursuant to the scheme;
- (viii) to grant awards to employees employed outside the United States on such terms and conditions different from those specified in the scheme as may, in the judgment of the Administrator, be necessary or desirable to further the purpose of the scheme;

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- (ix) to take such other action, not inconsistent with the terms of the scheme, as the Administrator deems appropriate.

**(d) Term of the [REDACTED] Share Option Scheme**

Unless earlier terminated by the Board in accordance with its terms, the [REDACTED] Share Option Scheme will continue in effect for a term of 10 years from the Effective Date. Our Board has the authority to amend, suspend or terminate the scheme subject to the approval of the shareholders of the Company to the extent necessary to comply with applicable law.

**(e) Share Limits**

Our Board has authorized the issuance of up to 3,000,000 Ordinary Shares upon the exercise of awards granted under the scheme.

**(f) Option Grants**

The Administrator may grant one or more options under the [REDACTED] Share Option Scheme to any Eligible Person (“**Option**”). Subject to the express provisions of the scheme, the Administrator will determine the number of Shares subject to each Option. Options granted will be evidenced by an option agreement entered into between the Company and the grantee (“**Option Agreement**”).

**(g) Transferability**

Options shall be transferable (i) by will and by the laws of descent and distribution and (ii) during the lifetime of the grantee, to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the grantee may designate one or more beneficiaries of the grantee’s award in the event of the grantee’s death on a beneficiary designation form provided by the Administrator.

**(h) Vesting and Exercising the Option**

An Option may be exercised only to the extent that it is both vested and exercisable. The Administrator will determine the vesting and/or exercisability provisions of each Option, which provisions will be set forth in the applicable Option Agreement.

An Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Option by the person entitled to exercise the Option and full payment for the Shares with respect to which the Option is exercised.

**(i) Exercise price**

The Administrator will determine the purchase price per share of the Ordinary Share covered by each Option (the “**exercise price**” of the Option) at the time of the grant of the Option. Such exercise price will be set forth in the applicable Option Agreement. The exercise price of an Option shall not be less than the par value of the Shares on the date of grant.

**(j) Corporate Transaction**

Except as otherwise provided in an Option Agreement, in the event of a Corporate Transaction (as defined in the [REDACTED] Share Option Scheme) for the Option that is neither assumed nor replaced, such Option shall automatically become fully vested and exercisable and be released from any repurchase or forfeiture rights (other

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than repurchase rights exercisable at fair market value) for all of the Shares at the time represented by such Option, immediately prior to the specified effective date of such corporate action, provided that the grantee’s continuous service has not terminated prior to that date.

### *(k) Change in Control*

Except as otherwise provided in an Option Agreement, in the event of a Change in Control (other than a change in control which is also a corporate transaction (as defined in the [REDACTED] Share Option Scheme)), each Option that is at the time outstanding under the scheme shall become fully vested and exercisable and be released from any repurchase or forfeiture rights (other than repurchase rights exercisable at fair market value), immediately prior to the specified effective date of such change in control, for all of the Shares at the time represented by such Option, provided that the grantee’s continuous service has not terminated prior to that date.

### *(l) Effect of Termination of Employment or Service*

An Option may not be exercised after the termination date of such Option set forth in the Option Agreement and may be exercised following the termination of a grantee’s continuous service only to the extent provided in the Option Agreement.

Where the Option Agreement permits a grantee to exercise an Option following the termination of the grantee’s continuous service for a specified period, the Option shall terminate to the extent not exercised on the last day of the specified period or the last day of the original term of the Option, whichever occurs first.

### *(m) Termination, Suspension and Amendments to the [REDACTED] Share Option Scheme*

The Board may at any time amend, suspend or terminate the scheme; provided, however, that no such amendment shall be made without the approval of the Company’s shareholders to the extent such approval is required by applicable laws, or if such amendment would change any of the provisions relating to the right to amend the terms of Options granted or the scheme. No Award may be granted during any suspension of the scheme or after termination of the scheme. No suspension or termination of the scheme shall adversely affect any rights under Awards already granted to a Grantee.

### *(n) Outstanding share options*

As of the Latest Practicable Date, 2,515,000 share options to subscribe for an aggregate of 26,927,387 Shares, as adjusted pursuant to the [REDACTED], upon the full exercise of which representing approximately 1.98% of the enlarged issued share capital of our Company upon the completion of the [REDACTED] had been granted to 52 grantees under the [REDACTED] Share Option Scheme, six of whom are Directors and three of whom are members of the senior management team of our Company. The remaining grantees are employees and consultants of the Company. No consideration was paid by any of the grantees for any share options granted by us to them. The exercise price for share options granted is RMB10, or approximately RMB0.93, as adjusted pursuant to the [REDACTED], which represents a [45.5]% discount to an [REDACTED] of HK\$[2.15] per Share, being the midpoint of indicative [REDACTED] range of HK\$[1.69] and HK\$[2.60]. As of the Latest Practicable Date none of the grantees had exercised any of the options granted to them pursuant to the [REDACTED] Share Option Scheme. If all the granted share options are exercised, there would be a dilution effect on the shareholdings of our Shareholders of approximately [2.0]%.



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The table below shows details of the outstanding share options granted to all grantees under the [REDACTED] Share Option Scheme as of the date of this [REDACTED]:

Grantee	Outstanding share options	Position	Address	Consideration paid for the share options	Number of shares underlying share options granted <sup>(1)</sup>	Exercise Price <sup>(2)</sup>	Date of Grant	Vesting Period	The period during which share options are exercisable [REDACTED]
<b>Director</b>									
Jingxia Zhang (張景霞)	70,000	Executive Director, Senior Vice President and Co-Chief Financial Officer	4-3-1 Tian'an Haijing Huayuan Development Zone Dalian, China	Nil [REDACTED]	RMB10	September 1, 2008	Four years from the date of grant	10 years after the date of grant	[REDACTED]
	80,000			Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
Shu Liang Sherman Jen (任書良)	300,000	Executive Director, Chairman of the Board and Co-Chief Executive Officer	Teachers Apartment, Educational Park, 9 Central Street, Jinshitan State Tourist and Vacational Zone, Dalian 116650, China	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
Zhenwan Liu (柳振萬)	150,000	Executive Director, President, Vice Chairman of the Board and Co-Chief Executive Officer	76 Chengren Street, Shahekou District, Dalian, Liaoning Province 116000, China	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
James William Beeke	100,000	Executive Director, Vice President and BC program Superintendent	10337 Woodrose Place Rosedale British Columbia Canada V0X 1X1	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]

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Grantee	Outstanding share options	Position	Address	Consideration paid for the share options	Number of shares underlying share options granted <sup>(1)</sup>	Exercise Price <sup>(2)</sup>	Date of Grant	Vesting Period	The period during which share options are exercisable [REDACTED]
Peter Humphrey Owen . . . . .	100,000	Independent nonexecutive Director	#406, 1050 Park BLVD. Victoria BC Canada V8V 2T4	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
Howard Robert Balloch . . . . .	100,000	Non-Executive Director	8006 Ming Du Yuan Beijing 101300 China	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
<b>Senior Management</b>									
Linsheng Chen (陳林生) . . . . .	70,000	Vice President and the Chinese Program Superintendent	Haoyuan Seaview, Qingsong Nan Lane, Economic and Technological Development Zone, Dalian, Liaoning, China	Nil [REDACTED]	RMB10	September 1, 2008	Four years from the date of grant	10 years after the date of grant	[REDACTED]
	30,000			Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
Bin Xu (徐斌) . . . . .	100,000	Vice President and Co-Chief Financial Officer	71 Shou Pa Hutong Xidan, Xicheng District Beijing, China	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
Xiaoduo Zhang (張小多) . . . . .	30,000	Director of the Marketing Department	Teachers Apartment, Educational Park, 9 Central Street, Jinshitan State Tourist and Vacation Zone, Dalian 116650, China	Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant	[REDACTED]
<b>Total . . . . .</b>	<b>1,130,000</b>				<b>[REDACTED]</b>				<b>[REDACTED]</b>



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Grantee	Outstanding share options	Position	Address	Consideration paid for the share options	Number of shares underlying share options granted <sup>(1)</sup>	Exercise Price <sup>(2)</sup>	Date of Grant	Vesting Period	The period during which share options are exercisable [REDACTED]
<b>Other employees</b>									
26 employees . . . .	940,000				Nil [REDACTED]	RMB10	September 1, 2008	Four years from the date of grant	10 years after the date of grant [REDACTED]
11 employees . . . .	160,000				Nil [REDACTED]	RMB10	September 1, 2009	Four years from the date of grant	10 years after the date of grant [REDACTED]
9 employees . . . . .	285,000				Nil [REDACTED]	RMB10	June 2, 2014	None	10 years after the date of grant [REDACTED]
<b>Total . . . . .</b>	<b>1,385,000</b>				<b>[REDACTED]</b>				<b>[REDACTED]</b>
<b>TOTAL . . . . .</b>	<b>2,515,000</b>				<b>[REDACTED]</b>				<b>[REDACTED]</b>

*Note:*

- (1) Assuming [REDACTED].  
(2) The exercise price is subject to adjustment pursuant to [REDACTED].

Assuming that all the outstanding share options as of the Latest Practicable Date granted under the [REDACTED] Share Option Scheme had been exercised in full and that the 26,927,387 Shares to be issued upon the exercise of all the share options granted under the [REDACTED] Share Option Scheme were deemed to have been in issue throughout the years ended August 31, 2011, 2012 and 2013 and the six months period ended February 28, 2014, there will be a anti-dilution effect of approximately [3.38]%, for the year ended August 31, 2011, and a dilution effect of approximately [3.38]%, [3.38]% and [3.38]% on the basic earnings per Share for the year ended August 31, 2012 and 2013 and the six months period ended February 28, 2014, respectively.

Save and except as set out above, no other options have been granted or agreed to be granted by our Company under the [REDACTED] Share Option Scheme.

We have applied for [REDACTED]. For further details, see the section headed “Waivers from Strict Compliance with the [REDACTED] and Exemptions from the Predecessor Companies Ordinance — Disclosures Relating to the Grantees of [REDACTED] Share Options” in this [REDACTED].

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### [REDACTED] SHARE OPTION SCHEME

The following is a summary of the principal terms of the [REDACTED] Share Option Scheme conditionally adopted by the resolutions in writing of all our Shareholders passed on [●].

#### (a) *Purpose*

The purpose of the [REDACTED] Share Option Scheme is to enable our Group to grant Options to selected participants as incentives or rewards for their contributions to our Group. Our Directors consider the [REDACTED] Share Option Scheme, with its broadened basis of participation, will enable our Group to reward our employees, our Directors and other selected participants for their contributions to our Group. Given that our Directors are entitled to determine the performance targets to be achieved as well as the minimum period that an Option must be held before an Option can be exercised on a case by case basis, and that the exercise price of an Option cannot in any event fall below the price stipulated in the [REDACTED] or such higher price as may be fixed by our Directors, it is expected that grantees of an Option will make an effort to contribute to the development of our Group so as to bring about an increased market price of the Shares in order to capitalize on the benefits of the Options granted.

#### (b) *Who may join*

Our Directors (which expression shall, for the purpose of this paragraph, include a duly authorized committee thereof) may, at their absolute discretion, invite any person belonging to any of the following classes of participants, who our Board considers, in its sole discretion, have contributed or will contribute to our Group, to take up Options to subscribe for Shares:

- (i) any directors (including executive Directors, non-executive Directors and independent non-executive Directors) and employees of any member of our Group; and
- (ii) any advisers, consultants, distributors, contractors, customers, suppliers, agents, business partners, joint venture business partners, service providers of any member of our Group.

For the purposes of the [REDACTED] Share Option Scheme, the Options may be granted to any company wholly owned by one or more persons belonging to any of these classes of participants. For the avoidance of doubt, the grant of any Options by our Company for the subscription of Shares or other securities of our Group to any person who falls within any of these classes of participants shall not, by itself, unless our Directors otherwise so determine, be construed as a grant of Option under the [REDACTED] Share Option Scheme.

The eligibility of any of these class of participants to the grant of any Option shall be determined by our Directors from time to time on the basis of our Directors' opinion as to the participant's contribution to the development and growth of our Group.

#### (c) *Maximum number of Shares*

The maximum number of Shares which may be issued upon the exercise of all outstanding Options granted and yet to be exercised under the [REDACTED] Share Option Scheme and any other share Option scheme of our Group shall not in aggregate exceed 30% of the issued share capital of our Company from time to time.

The total number of Shares which may be issued upon exercise of all Options to be granted under the [REDACTED] Share Option Scheme and any other share Option scheme of our Group shall not in aggregate exceed 10% of the Shares in issue on the day on which [REDACTED] such 10% limit represents 133,400,000 Shares (the “**General Scheme Limit**”), but excluding any Shares which may be issued upon the [REDACTED].

Subject to paragraph (a) above and without prejudice to paragraph (d) below, our Company may issue a circular to its Shareholders and seek approval of its Shareholders in a general meeting to extend the General Scheme

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Limit provided that the total number of Shares which may be issued upon exercise of all Options to be granted under the [REDACTED] Share Option Scheme and any other share Options scheme of our Group shall not exceed 10% of the Shares in issue as of the date of approval of the limit and, for the purpose of calculating the limit, Options (including those outstanding, cancelled, lapsed or exercised in accordance with the [REDACTED] Share Option Scheme and any other share Option scheme of our Group) previously granted under the [REDACTED] Share Option Scheme and any other share Option scheme of our Group will not be counted. The circular sent by our Company to its Shareholders shall contain, among other information, the information required under [REDACTED].

Subject to paragraph (a) above and without prejudice to paragraph (c) herein, our Company may seek separate Shareholders’ approval in a general meeting to grant Options beyond the General Scheme Limit or, if applicable, the extended limit referred to in paragraph (c) herein to participants specifically identified by our Company before such approval is sought. In such event, our Company must send a circular to its Shareholders containing a general description of the specified participants, the number and terms of Options to be granted, the purpose of granting Options to the specified participants with an explanation as to how the terms of the Options serve such purpose and such other information required under [REDACTED].

### *(d) Maximum entitlement of each participant*

The total number of Shares issued and which may fall to be issued upon exercise of the Options granted under the [REDACTED] Share Option Scheme and any other share Option scheme of our Company (including both exercised and outstanding Options) to each participant in any 12-month period shall not exceed 1% of the issued share capital of our Company for the time being (the “**Individual Limit**”). Any further grant of Options in aggregate in excess of the Individual Limit in any 12-month period up to and including the date of such further grant shall be subject to the issue of a circular to our Shareholders and our Shareholders’ approval in general meeting of our Company with such participant and his associates abstaining from voting. The number and terms (including the exercise price) of Options to be granted to such participant must be fixed before Shareholders’ approval and the date of board meeting for proposing such further grant should be taken as the date of grant for the purpose of calculating the exercise price [REDACTED].

### *(e) Grant of Options to Connected Persons*

Any grant of Options under the [REDACTED] Share Option Scheme to a director, chief executive or substantial shareholder of our Company or any of their respective associates must be approved by our 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 our Company or an independent non-executive Director or any of their respective associates would result in the 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:

- (i) representing in aggregate over 0.1% (or such other higher percentage as may from time to time be specified by the [REDACTED]) of the Shares in issue; and
- (ii) having an aggregate value, based on the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet the date of the offer of grant, in excess of HK\$5 million (or such other higher amount as may from time to time be specified by the [REDACTED]);

such further grant of Options must be approved by our Shareholders in a general meeting. Our Company must send a circular to its Shareholders. All connected persons of our Company must abstain from voting at such

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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. Any vote taken at the general meeting to approve the grant of such Options must be taken on a poll.

Any change in the terms of Options granted to a substantial shareholder or an independent non-executive Director or any of their respective associates must be approved by our Shareholders in a general meeting.

### *(f) Time of acceptance and exercise of Option*

An Option may be accepted by a participant within five Business Days from the date of the offer of grant of the Option.

An Option may be exercised in accordance with the terms of the [REDACTED] Share Option Scheme at any time during a period to be determined and notified by our Directors to each grantee, which period may commence on a day after the date upon which the offer for the grant of Options is made but shall end in any event not later than 10 years from the date of grant of the Option subject to the provisions for early termination under the [REDACTED] Share Option Scheme. Unless otherwise determined by our Directors and stated in the offer of the grant of Options to a grantee, there is no minimum period required under the [REDACTED] Share Option Scheme for the holding of an Option before it can be exercised.

### *(g) Performance targets*

Unless our Directors otherwise determine and state in the offer of the grant of Options to a grantee, a grantee is not required to achieve any performance targets before any Options granted under the [REDACTED] Share Option Scheme can be exercised.

### *(h) Subscription price for Shares*

The subscription price per Share under the [REDACTED] Share Option Scheme will be a price determined by our Directors, but shall not be less than the highest of:

- (i) the closing price of the Shares as stated in the Stock Exchange’s daily quotations sheet on the date of the offer of grant, which must be a Business Day;
- (ii) the average closing price of the Shares as stated in the Stock Exchange’s daily quotations for the five trading days immediately preceding the date of the offer of grant (provided that in the event that any Option is proposed to be granted within a period of less than five Business Days after the [REDACTED], the new issue price of the Shares for the [REDACTED] shall be used as the closing price for any Business Day falling within the period before [REDACTED]); and
- (iii) the nominal value of a Share on the date of grant.

A nominal consideration of HK\$1.00 is payable upon acceptance of the grant of an Option.

### *(i) Ranking of Shares*

Shares allotted and issued upon the exercise of an Option will be identical to the then existing issued shares of our Company and subject to all the provisions of the Memorandum and Articles and will rank pari passu in all respects with the fully paid Shares in issue on the date the name of the grantee is registered on the register of members of our Company or, if that date falls on a day when the register of members of our Company is closed, the first day of the re-opening of the register of members (“Exercise Date”) and accordingly will entitle the holders thereof to participate in all dividends or other distributions paid or made on or after the Exercise Date

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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 the Exercise Date.

A Share allotted upon the exercise of an Option shall not carry voting rights or rights to participate in any dividends or distributions (including those arising on a liquidation of our Company) declared or recommended or resolved to be paid to the Shareholders on the register until the completion of the registration of the grantee on the register of members of our Company as the holder thereof.

Unless the context otherwise requires, references to “Shares” in this paragraph include references to shares in the ordinary equity share capital of our Company of such nominal amount as shall result from a subdivision, consolidation, re-classification or re-construction of the share capital of our Company from time to time.

### ***(j) Restriction on the time of grant of Options***

No offer for grant of Options shall 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 announced in accordance with the requirements of the [REDACTED]. In particular, during the period commencing one month immediately preceding the earlier of (i) the date of the meeting of our Directors (as such date is first notified to the [REDACTED] in accordance with the requirements of the [REDACTED]) for the approval of our Company’s results for any year, half-year, quarter or any other interim period (whether or not required under the [REDACTED]), and (ii) the last date on which our Company must publish its announcement of its results for any year, half-year, quarter or any other interim period (whether or not required under the [REDACTED]), and ending on the date of the announcement of the results, no offer for grant of Options may be made.

Our Directors may not grant any Option to a participant who is a Director during the period or time in which Directors are prohibited from dealing in shares pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers prescribed by the [REDACTED] or any corresponding code or securities dealing restrictions adopted by our Company.

### ***(k) Period of the [REDACTED] Share Option Scheme***

The [REDACTED] Share Option Scheme will remain in force for a period of 10 years commencing on the date on which the [REDACTED] Share Option Scheme is adopted.

### ***(l) Rights are personal to the grantee***

An Option is 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 in favor of or enter into any agreement with any other person over or in relation to any Option, except for the transmission of an Option on the death of the grantee to his personal representative(s) on the terms of this [REDACTED] Share Option Scheme.

### ***(m) Rights on ceasing employment***

If the grantee of an Option is an Eligible Employee and ceases to be an Eligible Employee for any reason other than death, or for serious misconduct or other grounds referred to in sub-paragraph (o) below before exercising his Option in full, the Option (to the extent not already exercised) will lapse on the date of cessation and will not be exercisable unless our 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 our Directors may determine following the date of such cessation, which will be taken to be the last day on which the grantee was physically at work with our Group whether salary is paid in lieu of notice or not.

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### **(n) Rights on death**

If the grantee of an Option is an Eligible Employee and ceases to be an Eligible Employee by reason of his death, before exercising the Option in full, his personal representative(s), or, as appropriate, the grantee 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 death of the grantee.

### **(o) Rights on dismissal**

If the grantee of an Option is an Eligible Employee and ceases to be an Eligible Employee by reason that he has been guilty of serious misconduct or has committed any act of bankruptcy or has become insolvent or has made any arrangements or composition with his creditors generally, or has been convicted of any criminal offense (other than an offense which in the opinion of our Directors does not bring the grantee or our Group into disrepute) or on any other ground on which an employer would be entitled to terminate his or her employment summarily, his Option will lapse automatically and will not be exercisable on or after the date of ceasing to be an Eligible Employee.

### **(p) Rights on a general offer, a compromise or arrangement**

If a general offer by way of takeover or otherwise (other than by way of scheme of arrangement) is made to our Shareholders (other than the offeror and/or any person controlled by the offeror and/or any person acting in concert with the offeror) and such offer becomes or is declared unconditional prior to the expiry date of the relevant Option, the Company shall forthwith give notice thereof to the grantee and the grantee shall be entitled to exercise the Option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, at any time within such period as shall be notified by our Company.

If a general offer for Shares by way of scheme of arrangement is made to our Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings, our Company shall forthwith give notice thereof to the grantee and the grantee may at any time thereafter (but before such time as shall be notified by our Company) exercise the Option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company.

### **(q) Rights on winding up**

In the event a notice is given by our Company to our Shareholders to convene a general meeting for the purpose of considering and, if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall forthwith give notice thereof to the grantee and the grantee (or in the case of the death of the grantee, his personal representatives(s)) may at any time within such period as shall be notified by our Company, subject to the provisions of all applicable laws, exercise the Option to its full extent or, if our Company shall give the relevant notification, to the extent notified by our Company, and our Company shall as soon as possible and in any event no later than three days prior to the date of the proposed general meeting, allot, issue and register in the name of the Grantee such number of fully paid Shares which fall to be issued on exercise of such Option.

### **(r) Adjustments**

In the event of a [REDACTED], rights issue, subdivision or consolidation of Shares or reduction of capital of our Company whilst an Option remains exercisable, such corresponding adjustment (if any) certified by the auditors for the time being of or an independent financial adviser to our Company as fair and reasonable will be made to:

- (i) the number or nominal amount of Shares to which the [REDACTED] Share Option Scheme or any Option relates, so far as unexercised; and/or
- (ii) the subscription price of the Option concerned; and/or



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(iii) the method of exercise of the Option,

provided that:

- (i) any adjustments shall give a grantee the same proportion of the issued share capital to which he was entitled prior to such alteration;
- (ii) the issue of Shares or other securities of our Group as consideration in a transaction may not be regarded as a circumstance requiring adjustment; and
- (iii) no adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value.

In addition, in respect of any such adjustments, other than any adjustment made on a [REDACTED], such auditors or independent financial adviser must confirm to our Directors in writing that the adjustments satisfy the requirements of the relevant provision of the [REDACTED] and such other applicable guidance and/or interpretation of the [REDACTED] from time to time issued by the [REDACTED] (including, but not limited to, the “Supplementary Guidance on [REDACTED] and the Note immediately after the Rule” attached to the letter from the [REDACTED] dated September 5, 2005 to all issuers relating to the share Option scheme).

### *(s) Cancellation of Options granted*

Any Options granted but not exercised may be cancelled if the grantee so agrees. Issuance of new Options to the same grantee may only be made if there are unissued Options available under the [REDACTED] Share Option Scheme (excluding the cancelled Options) and in compliance with the terms of the [REDACTED] Share Option Scheme.

### *(t) Termination*

Our Company may by ordinary resolution in a general meeting at any time resolve to terminate the [REDACTED] Share Option Scheme prior to the expiry of the [REDACTED] Share Option Scheme and in such event no further Options shall be offered or granted but in all other respects the provisions of the [REDACTED] 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 to the termination or otherwise as may be required in accordance with the provisions of the [REDACTED] Share Option Scheme. Options (to the extent not already exercised) granted prior to such termination shall continue to be valid and exercisable in accordance with the [REDACTED] Share Option Scheme.

### *(u) Lapse of an Option*

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

- (i) the expiry of the period referred to in sub-paragraph (k);
- (ii) the expiry of the periods or dates referred to in sub-paragraphs (m), (n), (o), (p) and (q);
- (iii) the date on which the grantee commits a breach of the provision which restricts the grantee to transfer or assign an Option granted under the [REDACTED] Share Option Scheme or sell, transfer, charge, mortgage, encumber or otherwise dispose of or create any interest in favor of or enter into any agreement with any other person over or in relation to any Option except for the transmission of an Option on the death of the Grantee to his personal representative(s) on the terms of this Scheme;
- (iv) the date on which the grantee (being an employee or a director of any member of our Group) ceases to be a participant of the [REDACTED] Share Option Scheme by reason of the termination of his or her employment or engagement on the grounds that he or she has been guilty of serious misconduct, or appears either to be



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unable to pay or to have no reasonable prospect of being able to pay his or her debts or has become bankrupt or has made any arrangement or composition with his or her creditors generally, or has been convicted of any criminal offense involving his or her integrity or honesty or on any other ground on which an employer would be entitled to terminate his or her employment summarily;

- (v) the date on which the grantee joins a company which the board believes in its sole and reasonable opinion to be a competitor of our Company;
- (vi) the date on which the grantee (being a corporation) appears either to be unable to pay or to have no reasonable prospect of being able to pay its debts or has become insolvent or has made any arrangement or composition with its creditors generally; and
- (vii) unless our Board otherwise determines, and other than in the circumstances referred to in subparagraphs (m) or (n), the date the Grantee ceases to be a Participant (as determined by a Board resolution) for any other reason.

### (v) *Others*

The [REDACTED] Share Option Scheme is conditional on the Listing Committee granting or agreeing to grant approval of (subject to such condition as the Stock Exchange may impose) the listing of and permission to deal in such number of Shares to be issued pursuant to the exercise of any Options which may be granted under the [REDACTED] Share Option Scheme, such number representing the General Scheme Limit. Application has been made to the Listing Committee for the listing of and permission to deal in the Shares to be issued within the General Scheme Limit pursuant to the exercise of any Options which may be granted under the [REDACTED] Share Option Scheme.

The terms and conditions of the [REDACTED] Share Option Scheme relating to the matters set forth in Rule 17.03 of the Listing Rules shall not be altered to the advantage of grantees of the Options except with the approval of our Shareholders in a general meeting.

Any alterations to the terms and conditions of the [REDACTED] Share Option Scheme which are of a material nature or any change to the terms of Options granted must be approved by our Shareholders in a general meeting and the Stock Exchange, except where the alterations take effect automatically under the existing terms of the Post-IPO Share Option Scheme.

The amended terms of the [REDACTED] Share Option Scheme or the Options shall comply with the relevant requirements of Chapter 17 of the Listing Rules.

Any change to the authority of our Directors or the scheme administrators in relation to any alteration to the terms of the [REDACTED] Share Option Scheme shall be approved by our Shareholders in a general meeting.

### (w) *Value of Options*

Our Directors consider it inappropriate to disclose the value of Options which may be granted under the [REDACTED] Share Option Scheme as if they had been granted as of the Latest Practicable Date. Any such valuation will have to be made on the basis of a certain Option pricing model or other method that depends on various assumptions including the exercise price, the exercise period, interest rate, expected volatility and other variables. As no Options have been granted, certain variables are not available for calculating the value of Options. Our Directors believe that any calculation of the value of Options granted as of the Latest Practicable Date would be based on a number of speculative assumptions that are not meaningful and would be misleading to investors.

### (x) *Grant of Options*

As of the date of this [REDACTED], no Options have been granted or agreed to be granted under the [REDACTED] Share Option Scheme.

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[REDACTED] has been made to the [REDACTED] for the [REDACTED] of, and permission to deal in, the Shares which may fall to be issued pursuant to the exercise of the Options to be granted under the [REDACTED] Share Option Scheme.

### RSU SCHEME

#### (a) *Background*

The following is a summary of principal terms of the RSU Scheme conditionally approved by a written resolution of our Shareholders passed on [●] and adopted by a resolution of the Board on [●].

The purpose of the RSU Scheme is to reward the fidelity of the directors, executive officers, senior managers and employees of the Company and of its subsidiaries and consolidated affiliated entities (collectively, “**Scheme Companies**” and each, a “**Scheme Company**”) and align their interests with those of the Shareholders.

The RSU Scheme will become effective subject to and upon [REDACTED]. The grant of the RSUs will be made after [REDACTED] thereby recognizing the contribution of the Scheme Companies’ directors, executive officers, senior managers and employees to the historical achievements of the Company.

The Company has the intention to continue exploring ways to incentivise, retain and reward Scheme Companies’ directors, executive officers, senior management and employees and may implement other RSU schemes or other share-based remuneration schemes in the future.

#### (b) *RSUs*

Each RSU is a right to receive a Share at the end of the vesting period, subject to vesting conditions provided for under the RSU Scheme. For each RSU, the Eligible Participants (as defined below) may receive, subject to vesting, one Share.

RSUs cannot be sold, pledged or transferred by the Eligible Participants by any means, except by inheritance.

#### (c) *Grant of RSUs*

The RSU Scheme provides for the grant of RSUs by the Company to beneficiaries (the “**Beneficiaries**”) selected at the discretion of the Board from among the directors, executive officers, senior management and employees of the Scheme Companies (the “**Eligible Participants**”). Shares will not be released under the RSUs until the applicable vesting conditions have been satisfied.

#### (d) *Shares underlying the RSUs*

In order to allow release of Shares to Beneficiaries upon vesting of each RSU under the RSU Scheme, the Company will allot and issue [●] Shares immediately after [REDACTED], representing the total number of Shares required under the RSU Scheme.

The Scheme Shares will be held on trust by the Scheme Trustee until their release to the Beneficiaries upon vesting of their RSUs.

The grant of RSUs by the Company or transfer upon vesting of the RSUs of any of the Scheme Shares by the Scheme Trustee to a connected person of the Company should not be subject to the requirements of Chapter 14A of the [REDACTED].

#### (e) *Vesting of RSUs*

Vesting of RSUs is subject to continued employment of the Beneficiaries with a Scheme Company over the vesting period.

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In the event of termination of the employment or corporate officer’s mandate of a Beneficiary with a Scheme Company, his or her RSUs will be forfeited: (i) in the case of employment contracts, such forfeiture shall take effect on the date of receipt of the dismissal letter or the submission of the resignation letter (as the case may be), notwithstanding any period of notice (regardless of whether it has been given or satisfied), or on the date of the termination of the employment agreement for other circumstances, and (ii) in the case of corporate officer’s mandate, such forfeiture shall take effect on the date of the expiration of the term of the mandate, or on the date of the dismissal or notification of such dismissal.

Exceptions apply in the case of the Beneficiary’s death and disability. In such events, RSUs are not forfeited and Shares are released to the Beneficiaries or his or her heirs upon their request.

In the case of retirement or early retirement of the Beneficiary, RSUs are not forfeited. However, the Shares are not released until they vest on the grantee.

If a Beneficiary’s employer ceases to be a Scheme Company during the vesting period, the continued employment condition will be deemed not to have been satisfied.

The vesting period of the RSUs is as follows:-

- (i) Part 1 – If the grantee remains as an employee of the Group from January 1, 2014 to December 31, 2016, the vesting period of the RSUs is fixed at three years and Shares are issued quarterly in four equal instalments, conditional upon [REDACTED].
- (ii) Part 2 – If the grantee remains as an employee of the Group from January 1, 2014 to December 31, 2014, the vesting period of the RSUs is fixed at one year and Shares are issued on December 31, 2014, conditional upon [REDACTED].

Upon vesting, the Company instructs the Scheme Trustee to release Scheme Shares to the Beneficiary on its behalf.

No consideration is paid or payable by the grantees for the Shares to be issued under the RSU Scheme.

### REPURCHASE BY THE COMPANY OF ITS OWN SECURITIES

This section includes information required by the Stock Exchange to be included in this [REDACTED] concerning such the repurchase by us of our own securities.

#### 1. Provisions 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 summarized below:

##### (a) *Shareholders’ approval*

The Listing Rules provide that 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 of shareholders, either by way of general mandate or by specific approval in relation to specific transactions.

##### (b) *Source of funds*

Repurchases must be funded out of funds legally available for the purpose in accordance with the Cayman Companies Law, the Memorandum and Articles of Association, the Listing Rules and the applicable laws and

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regulations of Hong Kong. A listed company may not repurchase its own 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. Any repurchases by the Company may be made out of profits or out of an issue of new shares made for the purpose of the repurchase or, if authorized by its Memorandum and Articles of Association and subject to the Cayman Companies Law, out of capital, and, in the case of any premium payable on the repurchase out of profits or from sums standing to the credit of our share premium account or, if authorized by its Memorandum and Articles of Association and subject to the Cayman Companies Law, out of capital.

### *(c) Trading restrictions*

The total number of shares that a listed company may repurchase on the Stock Exchange is the number of shares representing up to a maximum of 10% of the aggregate number of shares in issue. A company may not issue or announce a proposed issue of new securities for a period of 30 days immediately following a repurchase (other than an issue of securities pursuant to an exercise of warrants, share options or similar instruments requiring the company to issue securities, which were outstanding prior to such repurchase) without the prior approval of the Stock Exchange. In addition, a listed company is prohibited from repurchasing its shares on the Stock Exchange if the purchase price is higher than the average closing market price for the five preceding trading days on which its shares were traded on the Stock Exchange by 5% or more. The Listing Rules also prohibit a listed company from repurchasing its securities if it would result in the percentage of securities in the hands of the public falling below the relevant prescribed minimum percentage as required by the Stock Exchange. A company is required to procure that the broker appointed by it to effect a repurchase of securities discloses to the Stock Exchange such information with respect to the repurchase as the Stock Exchange may require.

### *(d) Status of repurchased shares*

The listing of all repurchased securities (whether on the Stock Exchange or, otherwise) is automatically cancelled and the relevant certificates must be cancelled and destroyed. Under the Cayman Companies Law, a company's repurchased shares shall be treated as cancelled and the amount of the company's issued share capital shall be reduced by the aggregate nominal value of the purchased shares accordingly although the authorized share capital of the company will not be reduced, or alternatively may be kept by the company as treasury shares.

### *(e) Suspension of repurchase*

A listed company may not make any repurchase of securities after a price sensitive development has occurred or has been the subject of a decision until such time as the price sensitive information has been made publicly available. In particular, during the period of one month immediately preceding the earlier of: (i) the date of the board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of a listed company's results for any year, half-year, quarterly or any other interim period (whether or not required under the Listing Rules); and (ii) the deadline for publication of an announcement of a listed company's results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules), a listed company may not repurchase its shares on the Stock Exchange other than in exceptional circumstances. In addition, the Stock Exchange may prohibit a repurchase of securities on the Stock Exchange if a listed company has breached the Listing Rules.

### *(f) Reporting requirements*

Certain information relating to repurchases of securities on the Stock Exchange or otherwise must be reported to the Stock Exchange not later than 30 minutes before the earlier of the commencement of the morning trading session or any pre-opening session on the following business day. In addition, a listed company's annual report is required to disclose details regarding repurchases of securities made during the year, including a monthly

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analysis of the number of securities repurchased, the purchase price per share or the highest and lowest price paid for all such purchase, where relevant, and the aggregate prices paid.

### **(g) Connected persons**

The Listing Rules prohibit a company from knowingly repurchasing securities on the Stock Exchange from a “connected person”, that is, a director, chief executive or substantial shareholder of the company or any of its subsidiaries or their respective associates (as defined in the Listing Rules) and a connected person shall not knowingly sell his securities to the company.

### **2. General**

- (i) None of our Directors nor, to the best of their knowledge having made all reasonable enquiries, any of their associates (as defined in the Listing Rules) currently intends to sell any Shares to our Company.
- (ii) Our Directors have undertaken to the Stock Exchange that, so far as the same may be applicable, they will exercise the Repurchase Mandate in accordance with the Listing Rules and the applicable laws and regulations of Hong Kong.
- (iii) If, as a result of any repurchase of Shares, a Shareholder’s proportionate interest in the voting rights of our Company is increased, such increase will be treated as an acquisition for the purposes of the Takeovers Code. Accordingly, a Shareholder or a group of Shareholders acting in concert could obtain or consolidate control of our Company and become obliged to make a mandatory offer in accordance with rule 26 of the Takeovers Code. Save as aforesaid, our Directors are not aware of any consequences which would arise under the Takeovers Code as a consequence of any repurchases pursuant to the Repurchase Mandate.
- (iv) Our Directors will not exercise the Repurchase Mandate if the repurchase would result in the number of Shares held by the public being reduced to less than 25% of the total number of Shares in issue (or such other percentage as may be prescribed as the minimum public shareholding under the Listing Rules or as otherwise required by the Stock Exchange pursuant to any waivers granted).
- (v) No connected person (as defined in the Listing Rules) has notified our Company that he or she has a present intention to sell Shares to our Company, or has undertaken not to do so, if the Repurchase Mandate is exercised.

### **3. Reasons for repurchases**

Our Directors believe that it is in the best interests of our Company and Shareholders for our Directors to have general authority from the Shareholders to enable our Company to repurchase Shares in the market. Such repurchases may, depending on market conditions and funding arrangements at the time, lead to an enhancement of the net asset value per Share and/or earnings per Share. Our Directors have sought the grant of a general mandate to repurchase Shares to give our Company flexibility to do so if and when appropriate, and such repurchases will only be made where our Directors believe that the repurchases will benefit our Company and Shareholders.

## **SUMMARY OF THE MATERIAL CONTRACTS**

The following contracts (not being contracts entered into in the ordinary course of business) were entered into by our Company, our subsidiaries or the consolidated affiliated companies within the two years preceding the date of this [REDACTED] and are or may be material:

- (i) an exclusive management consultancy and business cooperation agreement dated March 11, 2014 and entered into by and among Beipeng Software, Dalian Educational Group and any of its subsidiaries and

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- schools and the Founder’s Sister, pursuant to which Beipeng Software has the exclusive right to provide Dalian Educational Group and any of its subsidiaries and schools with intellectual property licenses as well as comprehensive technical and educational consultancy services, and in return, Beipeng Software will charge for the services;
- (ii) an exclusive management consultancy and business cooperation agreement dated March 11, 2014 and entered into by and between Beipeng Software and Dalian Maple Leaf High School, pursuant to which Beipeng Software has the exclusive right to provide Dalian Maple Leaf High School with intellectual property licenses as well as comprehensive technical and educational consultancy services, and in return, Beipeng Software will charge for the services;
  - (iii) an exclusive management consultancy and business cooperation agreement dated March 11, 2014 and entered into by and among Beipeng Software, Wuhan Foreign School, Dalian Foreign School and the Founder, pursuant to which Beipeng Software has the exclusive right to provide Wuhan Foreign School and Dalian Foreign School with intellectual property licenses as well as comprehensive technical and business support services, and in return, Beipeng Software will charge for the services;
  - (iv) a call option agreement dated March 11, 2014 and entered into by and among our Company, Dalian Educational Group and the Founder’s Sister, pursuant to which the Founder’s Sister agreed to grant us or our designated third party an exclusive option to purchase from the Founder’s Sister part or all of her equity interests in Dalian Educational Group for nil consideration or the minimum amount of consideration permitted by applicable PRC laws and regulations;
  - (v) a call option agreement dated May 11, 2014 and entered into by and among our Company, Dalian Science and Education and the Founder’s Sister, pursuant to which the Founder’s Sister granted us or our designated third party an exclusive option to purchase from the Founder’s Sister part or all of her equity interests in Dalian Science and Education for nil consideration or the minimum amount of consideration permitted by applicable PRC laws and regulations;
  - (vi) a call option agreement dated May 11, 2014 and entered into by and among our Company, the Founder and Wuhan Foreign School, pursuant to which the Founder granted us or our designated third party an exclusive option to purchase from the Founder part or all of his interests in Wuhan Foreign School for nil consideration or the minimum amount of consideration permitted by applicable PRC laws and regulations;
  - (vii) a call option agreements dated May 11, 2014 and entered into among our Company, the Founder and Dalian Foreign School, pursuant to which the Founder granted us or our designated third party an exclusive option to purchase from the Founder part or all of his interests in Dalian Foreign School for nil consideration or the minimum amount of consideration permitted by applicable PRC laws and regulations;
  - (viii) an equity pledge agreement dated May 26, 2014 and entered into by and among Beipeng Software, Dalian Educational Group and the Founder’s Sister, pursuant to which the Founder’s Sister pledged all of her equity interests in Dalian Educational Group to Beipeng Software to guarantee performance of the obligation of Dalian Educational Group and its subsidiaries and schools under the Exclusive Management Consultancy and Business Cooperation Agreements and performance of her obligations under the Call Option Agreements and Powers of Attorney with Beipeng Software;
  - (ix) an equity pledge agreement dated May 26, 2014 and entered into by and among Beipeng Software, Dalian Science and Education and the Founder’s Sister, pursuant to which the Founder’s Sister pledged all of her equity interests in Dalian Science and Education to guarantee performance of the obligation of Dalian Science and Education and its subsidiaries and schools under the Exclusive Management Consultancy and Business Cooperation Agreements and performance of her obligations under the Call Option Agreements and Powers of Attorney with Beipeng Software;



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- (x) a power of attorney executed by the Founder’s sister dated May 11, 2014 appointing Beipeng Software, or any person designated by Beipeng Software, as her attorney-in-fact to appoint directors and vote on her behalf on all matters of the PRC Holdcos requiring shareholder approval under the articles of associations of each entity and under the relevant PRC laws and regulations;
- (xi) a power of attorney executed by the Founder dated May 11, 2014 appointing Beipeng Software, or any person designated by Beipeng Software, as his attorney-in-fact to appoint directors and vote on his behalf or on behalf of such directors to vote on all matters of our Foreign Schools requiring approval from the board of directors under the articles of associations of each entity and under the relevant PRC laws and regulations;
- (xii) an amendment to the Series A Purchase Agreement dated March 25, 2014 and entered into by and among the Company and the [REDACTED] Investors, pursuant to which the special rights of the [REDACTED] Investment will be terminated upon the [REDACTED] of the Company;
- (xiii) an amendment to the Investor’s Rights Agreement dated March 25, 2014 and entered into by and among the Company, the [REDACTED] Investors, Sherman Investment and TBIG, pursuant to which the special rights of the [REDACTED] Investment will be terminated upon the [REDACTED] of the Company;
- (xiv) an amendment to a first refusal and co-sale agreement dated March 25, 2014 and entered into by and among the Company, the [REDACTED] Investors, Sherman Investment and TBIG, pursuant to which the special rights of the [REDACTED] Investment will be terminated upon the [REDACTED] of the Company;
- (xv) an amendment to an adjustment agreement dated March 25, 2014 and entered into by and among the Company, the [REDACTED] Investors, Sherman Investment and TBIG, pursuant to which the special rights of the [REDACTED] Investment will be terminated upon the [REDACTED] of the Company;
- (xvi) an amendment to an indemnification agreement dated March 25, 2014 and entered into between the Company and Yue Ji, pursuant to which the special rights of the [REDACTED] Investment will be terminated upon the [REDACTED] of the Company;
- (xvii) a termination agreement dated January 15, 2014 and entered into between the Company and the [REDACTED] Investors, pursuant to which the Series A Warrant was terminated pursuant to the terms contained therein; and
- (xviii) the Hong Kong Underwriting Agreement.

### INTELLECTUAL PROPERTY RIGHTS OF OUR GROUP

#### 1. Trademarks

As of the Latest Practicable Date, we had registered and maintained the following trademarks:

No.	Trademark	Class	Place of Registration	Registered Owner	Registration Number	Expiry Date (dd/mm/yyyy)
1.		41	Hong Kong	Hong Kong Maple Leaf Educational Systems Ltd.	301572804	25/03/2020
2.		41	PRC	Dalian Beipeng Educational Software Development Inc.	1317301	20/09/2019



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### 2. Domain names

As of the Latest Practicable Date, we had registered the following domain names:

No.	Domain Name	Registered Owner	Expiry Date (dd/mm/yyyy)
1.	www.mapleleaf.cn . . . . .	Beipeng Software	02/04/2021
2.	www.mapleleaf.net.cn . . . . .	Beipeng Software	23/09/2016

Note: Information contained on the websites above does not form part of this [REDACTED].

Save as aforesaid, as of the Latest Practicable Date, there were no other trade or service marks, patents, intellectual or industrial property rights which were material in relation to our Group’s business.

### FURTHER INFORMATION ABOUT OUR DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

#### 1. Disclosure of interests

##### (a) *Interests of the Directors and the Chief Executive of Our Company*

Immediately following the completion of the [REDACTED] (taking no account of any Shares which may be allotted and issued pursuant to [REDACTED], the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme or the RSU Scheme), so far as our Directors are aware, the interests or short positions of the Directors and chief executive of our Company in the Shares, underlying Shares and debentures of our Company and our associated corporations (within the meaning of Part XV of the SFO) which will be required to be notified to our Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests or short positions which they were taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to Section 352 of the SFO, to be entered in the register referred to in that section, or which will be required, pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 to the Listing Rules, to be notified to our Company and the Stock Exchange, in each case once our Shares are listed, will be as follows:

Name of Director/Chief Executive	Capacity/Nature of interest	Number of Underlying Shares <sup>(1)</sup>	Approximate percentage of shareholding immediately following the completion of the [REDACTED] <sup>(2)</sup>
Shu Liang Sherman Jen <sup>(3)</sup>	Interest of controlled corporation	[REDACTED]	[REDACTED]

Notes:

- (1) The letter “L” denotes the person’s long position in the Shares.
- (2) The calculation is based on the total number of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued under the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme or the RSU Scheme).
- (3) Sherman Investment is a company incorporated in the BVI that is wholly-owned by Mr. Jen. Mr. Jen is taken to be interested in [REDACTED] Shares held by Sherman Investment.

##### (b) *Interests of the Substantial Shareholders*

Immediately following the completion of the [REDACTED] (taking no account of any Shares which may be allotted and issued pursuant to [REDACTED], the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme or the RSU Scheme), so far as the Directors are aware, the following persons (not being a Director or a chief executive of us) will have an interest or short position in the Shares or

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## STATUTORY AND GENERAL INFORMATION

underlying Shares which would fall to be disclosed to us and the Stock Exchange under the provisions of Division 2 and 3 of Part XV of the SFO, or who will, directly or indirectly, be interested in 10% or more of the nominal value of any class of share capital carrying rights to vote in all circumstances at general meetings of any other member of our Group:

Name of interested party	Capacity/Nature of interest	Number of Underlying Shares <sup>(1)</sup>	Approximate percentage of shareholding immediately following the completion of the [REDACTED] <sup>(2)</sup>
Sherman Investment <sup>(3)</sup> . . . . .	Registered owner	[REDACTED]	[REDACTED]
Shu Liang Sherman Jen <sup>(4)</sup> . . . . .	Beneficial interest	[REDACTED]	[REDACTED]
Sequoia Capital China Growth Fund I, L.P. <sup>(5)</sup> . . .	Registered owner	[REDACTED]	[REDACTED]

*Notes:*

- (1) The letter “L” denotes the person’s long position in the Shares.
- (2) The calculation is based on the total number of [REDACTED] Shares in issue immediately following the completion of the [REDACTED] (assuming the [REDACTED] is not exercised and without taking into account any Shares which may be issued under the [REDACTED] Share Option Scheme, the [REDACTED] Share Option Scheme or the RSU Scheme).
- (3) Sherman Investment is a company incorporated in the BVI that is wholly-owned by Mr. Jen and holds [REDACTED] Shares.
- (4) Mr. Jen (as the 100% owner of Sherman Investment) is taken to be interested in [REDACTED] Shares held by Sherman Investment.
- (5) Sequoia Capital China Growth Fund I, L.P., a limited liability partnership incorporated in the Cayman Islands, is taken to be interested in [REDACTED] Shares because it holds 15,703,200 Preferred Shares. All Preferred Shares will be mandatorily converted into Shares of our Company upon [REDACTED].

## 2. Particulars of Directors’ service contracts and letters of appointment

### (a) Executive Directors

Each of our executive Directors has entered into a service contract with our Company pursuant to which they agreed to act as executive Directors for an initial term of three years with effect from the [REDACTED] Date or until the third annual general meeting of our Company since the [REDACTED] Date (whichever is earlier) (subject always to re-election as and when required under the Articles). Either party has the right to give written notice to terminate the agreement. Details of the Company’s remuneration policy is described in the section headed “Directors and Senior Management — Directors’ and Senior Management’s Remuneration” in this [REDACTED].

The annual salaries of the executive Directors payable by the Company are as follows:

Executive Director	HK\$
Shu Liang Sherman Jen . . . . .	3,000,000
Jingxia Zhang . . . . .	1,500,000
James William Beeke . . . . .	1,800,000
Zhenwan Liu . . . . .	2,000,000

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### (b) *Non-executive Director and independent non-executive Directors*

Each of our non-executive Director and independent non-executive Directors has signed a letter of appointment with our Company. The term of office of our non-executive Director and independent non-executive Directors is either two or three years.

Non-executive Director	HK\$
Howard Robert Balloch .....	0

Independent non-executive Director	HK\$
Peter Humphrey Owen .....	360,000
Chak Kei Jack Wong .....	360,000

Save as disclosed in this [REDACTED], none of our Directors has or is proposed to have a service contract with the Company other than contracts expiring or determinable by the employer within one year without the payment of compensation (other than statutory compensation).

### 3. Remuneration of Directors

The aggregate amounts of remuneration (including salaries and other allowances, share-based payments and social benefits) paid by our Group to the Directors for each of the financial years ended August 31, 2011, 2012 and 2013 and the six months period ended February 28, 2014 were approximately RMB1,439,000, RMB3,632,000, RMB3,694,000, and RMB1,823,000, respectively.

Under our arrangements currently in force, the aggregate remuneration (including salaries and other allowances, share-based payments and social benefits) of our Directors, excluding any discretionary bonuses, for the financial year ending August 31, 2014 is estimated to be no more than approximately RMB3,647,000.

Save as disclosed in this [REDACTED], no other amounts have been paid or are payable by any member of our Group to our Directors for the financial years ended August 31, 2011, 2012 and 2013 and the six months period ended February 28, 2014.

### 4. Disclaimers

Save as disclosed in this [REDACTED]:

- (i) there are no existing or proposed service contracts (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)) between the Directors and any member of the Group;
- (ii) none of the Directors or the experts named in “Consents of experts” has any direct or indirect interest in the promotion of, or in any assets which have been, within the two years immediately preceding the date of this [REDACTED], acquired or disposed of by or leased to any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group;
- (iii) no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any Shares in or debentures of the Company within the two years ended on the date of this [REDACTED];
- (iv) none of the Directors is materially interested in any contract or arrangement subsisting at the date of this [REDACTED] which is significant in relation to the business of the Group taken as a whole;
- (v) taking no account of any Shares which may be taken up under the [REDACTED] and allotted and issued pursuant to the exercise of the [REDACTED] or any Shares which may be issued under the RSU

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Scheme, the [REDACTED] Share Option Scheme or the [REDACTED] Share Option Scheme, so far as is known to any Director or chief executive of the Company, no other person (other than a Director or chief executive of the Company) will, immediately following the completion of the [REDACTED], have interests or short positions in the Shares and underlying Shares which would fall to be disclosed to the Company and the Stock Exchange under the provisions of Divisions 2 and 3 of Part XV of the SFO or (not being a member of the Group), be interested, directly or indirectly, 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 member of the Group; and

- (vi) none of the Directors or chief executive of the Company has any interests or short positions in the Shares, underlying shares or 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 he is taken or deemed to have under such provisions of the SFO) or which will be required, pursuant to section 352 of the SFO, to be entered into the register referred to therein, or will be required, pursuant to the Model Code for Securities Transaction by Directors of Listed Issuers, to be notified to the Company and the Stock Exchange once the Shares are listed thereon.

### OTHER INFORMATION

#### 1. Litigation

Save as disclosed in this [REDACTED], no member of our Group is engaged in any litigation, arbitration or claim of material importance, and no litigation, arbitration or claim of material importance is known to our Directors to be pending or threatened by or against our Company that would have a material adverse effect on our Company’s results of operations or financial condition.

#### 2. Preliminary expenses

The preliminary expenses of our Company are approximately HK\$50,000 and have been paid by our Company.

[REDACTED]

#### 4. Agency fees or commissions

Save as disclosed in this [REDACTED], within the two years preceding the date of this [REDACTED], no commissions, discounts, brokerages or other special terms have been granted in connection with the issue or sale of any share or loan capital of our Company or any of its subsidiaries.

#### 5. Joint Sponsors

The Joint Sponsors have made an application on behalf of our Company to the Listing Committee of the Stock Exchange for listing of, and permission to deal in, the Shares in issue as mentioned herein and any Shares falling to be issued pursuant to the [REDACTED] and the exercise of the [REDACTED]. All necessary arrangements have been made enabling such Shares to be admitted into [REDACTED].

The Joint Sponsors are independent from our Company pursuant to Rule 3A.07 of the Listing Rules. The Joint Sponsor’s fees are estimated to amount to US\$1 million.

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### 6. No material adverse change

Our Directors believe that there has been no material adverse change in the financial or trading position since August 31, 2013 (being the date on which the latest audited combined financial statements of the Group were made up).

### 7. Binding effect

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

### 8. Miscellaneous

- (i) Save as disclosed in this [REDACTED]:
- (A) within the two years preceding the date of this [REDACTED], 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; and
  - (B) 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.
- (ii) Our Company has no founder shares, management shares or deferred shares in the capital of the Company.
- (iii) All necessary arrangements have been made to enable the Shares to be admitted into CCASS for clearing and settlement.
- (iv) None of the equity and debt securities of our Company is listed or dealt in on any other [REDACTED] nor is any [REDACTED] or permission to deal being or proposed to be sought.
- (v) There is no arrangement under which future dividends are waived or agreed to be waived.
- (vi) We have no outstanding convertible debt securities.
- (vii) As at the date of this [REDACTED], there is no restriction affecting the remittance of profits or repatriation of capital of our Company into Hong Kong from outside of Hong Kong.

### 9. Qualifications of experts

The following are the qualifications of the experts who have given opinion or advice which are contained in this [REDACTED]:

Name	Qualification
BNP Paribas Securities (Asia) Limited . . . . .	Licensed to conduct type 1 (dealing in securities), type 2 (dealing in future contracts), type 4 (advising on securities), type 6 (advising on corporate finance) and type 7 (providing automated trading services), acting as the Joint Sponsor of [REDACTED]
CLSA Capital Markets Limited . . . . .	Licensed to conduct type 4 (advising on securities) and type 6 (advising on corporate finance), acting as the Joint Sponsor of [REDACTED]
Deloitte Touche Tohmatsu . . . . .	Certified Public Accountants
Tian Yuan Law Firm . . . . .	Qualified PRC lawyers
Maples and Calder . . . . .	Cayman Islands legal advisors
Frost & Sullivan . . . . .	Industrial consultant
DTZ Debenham Tie Leung Limited . . . . .	Property Valuer

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**10. Consents of experts**

Each of the experts listed in the paragraph headed “Qualifications of experts” in this Appendix has given and has not withdrawn their respective consents to the issue of this [REDACTED] with the inclusion of its report and/or letter and/or summary of valuations and/or legal opinion (as the case may be) and references to its name included in the form and context in which it appears.

As of the Latest Practicable Date and save as disclosed in the preceding paragraph, none of the experts named in the paragraph headed “Qualifications of experts” in this Appendix had any shareholding interests in any member of our Group or the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of our Group.

**GENERAL****1. Taxation of Holder of our Shares****(a) Hong Kong**

Dealings in Shares registered on our Hong Kong register of members will be subject to Hong Kong stamp duty, the current rate charged on each of the purchaser and seller is 0.1% of the consideration or, if higher, the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax. Our Directors have been advised that no material liability for estate duty under the laws of China or Hong Kong would be likely to fall upon any member of our Group.

**(b) Cayman Islands**

Under the present Cayman Islands law, there is no stamp duty payable in the Cayman Islands on transfer of shares.

[REDACTED]