
UNDERWRITING

HONG KONG UNDERWRITERS

Deutsche Bank AG, Hong Kong Branch
The Hongkong and Shanghai Banking Corporation Limited
Morgan Stanley Asia Limited
CITIC Securities Corporate Finance (HK) Limited
China Merchants Securities (HK) Co., Limited
UBS AG, Hong Kong Branch
China Securities (International) Corporate Finance Company Limited
BOCI Asia Limited

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This prospectus is published solely in connection with the Hong Kong Public Offering. The Hong Kong Public Offering is fully underwritten by the Hong Kong Underwriters on a conditional basis. The International Offering is expected to be fully underwritten by the International Underwriters. If, for any reason, the Offer Price is not agreed between our Company, BAIC Group (for itself and on behalf of the other Selling Shareholders), the Joint Global Coordinators, the Joint Bookrunners and the Underwriters, the Global Offering will not proceed and will lapse. The Global Offering comprises the Hong Kong Public Offering of initially 61,941,000 Hong Kong Offer Shares and the International Offering of initially 1,176,879,000 International Offer Shares, subject in each case, to reallocation on the basis as described in the section “Structure of the Global Offering” as well as to the Over-allotment Option in the case of the International Offering.

UNDERWRITING ARRANGEMENTS AND EXPENSES

Hong Kong Public Offering

Hong Kong Underwriting Agreement

The Hong Kong Underwriting Agreement was entered into on December 8, 2014. Pursuant to the Hong Kong Underwriting Agreement, the Company is offering the Hong Kong Offer Shares for subscription by the public in Hong Kong on the terms and conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement at the Offer Price.

Subject to (i) the Listing Committee granting approval for the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering on the Main Board of the Stock Exchange and (ii) certain other conditions set out in the Hong Kong Underwriting Agreement (including the Joint Global Coordinators, the Joint Bookrunners, the Underwriters, BAIC Group (for itself and on behalf of the other Selling Shareholders) and us agreeing upon the Offer Price), the Hong Kong Underwriters have agreed severally to subscribe or procure subscribers for their respective applicable proportions of the Hong Kong Offer Shares being offered which are not taken up under the Hong Kong Public Offering on the terms and conditions set out in this prospectus, the Application Forms and the Hong Kong Underwriting Agreement.

The Hong Kong Underwriting Agreement is conditional on the International Underwriting Agreement having been signed and becoming unconditional and not having been terminated in accordance with its terms.

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Grounds for termination

The Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Joint Bookrunners) and the Joint Sponsors shall be entitled, after consultation with the Company to the extent reasonably practicable, by written notice to the Company, to terminate the Hong Kong Underwriting Agreement with immediate effect if, at any time prior to 8:00 a.m. on the Listing Date:

(A) there shall develop, occur, exist or come into effect:

- i. any national or international event or series of events in the nature of force majeure (including, without limitation, any acts of government, declaration of a national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak of disease, economic sanctions, strikes, lock-outs, fire, explosion, flooding, earthquake, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed)) in or affecting Relevant Jurisdictions (as defined below); or
- ii. any change or development involving a prospective change or development, or any event or series of events likely to result in any change or development involving a prospective change or development, in any national or international, financial, economic, political, military, industrial, fiscal, regulatory, currency, credit or market conditions (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or affecting Hong Kong, the PRC, Japan, the United States, the United Kingdom, the European Union as a whole, Singapore, or any other jurisdiction relevant to any member of the Group or the Global Offering (each, a “**Relevant Jurisdiction**”); or
- iii. any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NYSE Amex Equities, the NASDAQ Global Market, the London Stock Exchange or the Tokyo Stock Exchange; or
- iv. any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other Authority), New York (imposed at Federal or New York State level or other competent Authority), London, the PRC, the European Union as a whole, or any of the Relevant Jurisdictions declared by the relevant Authorities, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any of the Relevant Jurisdictions; or
- v. any new Law, or any change or development involving a prospective change in the existing laws or in the interpretation or application by any court or other competent Authority of existing Laws, in each case, in any of the Relevant Jurisdictions; or
- vi. the imposition of economic sanctions, or the withdrawal of trading privileges, directly or indirectly, by, or for any of the Relevant Jurisdictions; or
- vii. a change or development involving a prospective change in or affecting exchange control, currency exchange rates or foreign investment regulations (including,

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- without limitation, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a material devaluation of the Hong Kong dollar or appreciation of the Renminbi against any foreign currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares,
- viii. any legal or regulatory proceeding, action or claim of any third party being threatened or instigated against any member of the Group and/or the executive Directors; or
 - ix. a Director being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
 - x. the chairman or chief executive officer of the Company vacating his or her office; or
 - xi. an Authority or a political body or organization in any of the Relevant Jurisdictions commencing any investigation or other action against any member of the Group or Director or an announcement by an Authority or a political body or organization in any of the Relevant Jurisdictions that it intends to take any such action; or
 - xii. a contravention by any member of the Group of the Listing Rules or applicable Laws; or
 - xiii. a governmental, regulatory or judicial prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the H Shares pursuant to the terms of the Global Offering; or
 - xiv. non-compliance of the Prospectus (or any other documents used in connection with the contemplated offer, subscription and sale of the H Shares) or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
 - xv. an order or petition or demand for the winding up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group,

which, individually or in the aggregate, in the sole opinion of the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Joint Bookrunners) and the Joint Sponsors: (1) has or will or is likely to have a Material Adverse Change; or (2) has or will have or is likely to have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (3) makes or will make or is likely to make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering; or (4) has or will or is likely to have the effect of making any part of the Hong Kong Underwriting Agreement or International Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

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- (B) there has come to the notice of the Joint Sponsors, the Joint Bookrunners, the Joint Global Coordinators or any of the Hong Kong Underwriters:
- i. that any statement contained in any of the prospectus and the Application Forms and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, incomplete in any material respect or misleading in any respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the prospectus and the Application Forms and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) is not fair and honest or not based on reasonable assumptions; or
 - ii. that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, result in a material misstatement in or constitute a material omission from any of the prospectus and the Application Forms and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto); or
 - iii. any material breach of any of the undertakings, obligations or provisions of the Hong Kong Underwriting Agreement or the International Underwriting Agreement by the Company; or
 - iv. that any expert named in the Prospectus (other than the Joint Sponsors) withdraws its consent to the issue of the Application Forms or the Prospectus with the inclusion of its reports, letters, summaries of valuations, and references to its name in the form and context in which it respectively appears in any of the Prospectus or the Application Forms; or
 - v. any material event, act or omission which gives or is likely to give rise to any liability of the Company pursuant to Clause 12 of the Hong Kong Underwriting Agreement; or
 - vi. any Material Adverse Change; or
 - vii. any breach of, or any event or circumstance rendering untrue, incorrect or misleading in any respect, any of the warranties given under the Hong Kong Underwriting Agreement or the International Underwriting Agreement; or
 - viii. approval by the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued or sold (including any additional H Shares that may be issued or sold pursuant to the exercise of the Over-Allotment Option) under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
 - ix. the Company withdraws the Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering.

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Undertakings to the Stock Exchange pursuant to the Listing Rules

(A) Undertakings by the Company

Pursuant to Rule 10.08 of the Listing Rules, the Company has undertaken to the Stock Exchange that it will not issue any further H Shares or other securities convertible into equity securities of the Company (whether or not of a class already listed) or enter into any agreement or arrangement to such issue within six months from the Listing Date (whether or not such issue of H Shares or such other securities will be completed within six months from the commencement of dealing), except pursuant to the Global Offering or under any of the circumstances provided under Rule 10.08 of the Listing Rules.

(B) Undertakings by the Controlling Shareholder

Pursuant to Rule 10.07 of the Listing Rules, the Controlling Shareholder has undertaken to the Stock Exchange and to the Company that it will not and will procure that the relevant registered holder(s) will not:

- (i) in the period commencing on the date by reference to which disclosure of its shareholding in the Company is made in this prospectus and ending on the date which is six months from the date on which dealings in the H Shares commence on the Stock Exchange (the “**First Six-Month Period**”), dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any share of the Company directly or indirectly beneficially owned by us (except for the shares to be transferred to NSSF as required by relevant PRC laws, regulations or rules; or
- (ii) in the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any shares of the Company directly or indirectly beneficially owned by us, immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would cease to be the Controlling Shareholder of the Company.

Pursuant to Note 3 to Rule 10.07(2) of the Listing Rules, the Controlling Shareholder has undertaken to the Stock Exchange and to the Company that, within the period commencing on the date by reference to which disclosure of its shareholding in the Company is made in this prospectus and ending on the date which is 12 months from the date on which dealings in the H Shares commence on the Stock Exchange, it will:

- (a) when it pledges and/or charges any shares or other securities of the Company beneficially owned by it directly or indirectly in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan) pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform the Company of such pledge and/or charge together with the number of Shares so pledged and/or charged; and
- (b) when it receives indications, either verbal or written, from the pledgee and/or chargee that any of the pledged and/or charged shares will be disposed of, immediately inform the Company of such indications.

We will also, as soon as we have been informed of the above matters (if any) by the Controlling Shareholder, inform the Stock Exchange and disclose such matters as soon as possible by way of an announcement to be published as required under the Listing Rules.

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Undertakings pursuant to the Hong Kong Underwriting Agreement

Undertakings by the Company

The Company has undertaken to each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Sponsors, the Hong Kong Underwriters (except pursuant to the Global Offering (including the H Shares to be offered by the Selling Shareholders as required by relevant PRC law, regulations and rules regarding the reduction of state-owned shares and the H Shares to be issued and/or sold pursuant to Over-allotment Option)), at any time during the period commencing on the date of the Hong Kong Underwriting Agreement and ending on, when the First Six-Month Period expires, we will not without the prior written consent of the Joint Sponsors and Joint Global Coordinators (on behalf of the Joint Bookrunners and the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of, or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or other securities of the Company), or deposit any H Shares or other securities of the Company, with a depository in connection with the issue of depository receipts; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any H Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or other securities of the Company); or
- (c) enter into any transaction with the same economic effect as any transaction specified in paragraph (a) or (b) above; or
- (d) offer to or agree to or announce any intention to effect any transaction specified in paragraph (a), (b) or (c) above,

in each case, whether any of the transactions specified in paragraph (a), (b) or (c) above is to be settled by delivery of H Shares or other securities of the Company, or in cash or otherwise (whether or not the issue of such H Shares or such other shares or securities of the Company will be completed within the First Six-Month Period).

In the event that, during the Second Six-Month Period, the Company enters into any of the transactions specified in paragraph (a), (b) or (c) above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company.

Hong Kong Underwriters' Interests in the Company

Save for their respective obligations under the Hong Kong Underwriting Agreement and the International Underwriting Agreement and saved as disclosed in this prospectus, as of the Latest Practicable Date, none of the Hong Kong Underwriters was interested legally or beneficially, directly

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or indirectly, in any H Shares or other securities of the Company or any other member of the Group or had any right or option (whether legally enforceable or not) to subscribe for or purchase, or to nominate persons to subscribe for or purchase, any H Shares or other securities of the Company or any other member of the Group.

Following the completion of the Global Offering, the Hong Kong Underwriters and their affiliated companies may hold a certain portion of the H Shares as a result of fulfilling their respective obligations under the Hong Kong Underwriting Agreement and/or the International Underwriting Agreement.

International Offering

International Underwriting Agreement

In connection with the International Offering, the Company, the Selling Shareholders expect to enter into the International Underwriting Agreement with the Joint Bookrunners and the International Underwriters. Under the International Underwriting Agreement and subject to the Over-allotment Option, the International Underwriters or their respective affiliates would, subject to certain conditions set out therein, severally agree to procure purchasers for, or to purchase, Offer Shares being offered pursuant to the International Offering (excluding, for the avoidance of doubt, the Offer Shares which are subject to the Over-allotment Option). It is expected that the International Underwriting Agreement may be terminated on similar grounds as the Hong Kong Underwriting Agreement. Potential investors are reminded that in the event that the International Underwriting Agreement is not entered into, the Global Offering will not proceed. Please see “Structure of the Global Offering—The International Offering” for further details.

Over-allotment Option

We and the Selling Shareholders expect to grant to the Joint Bookrunners and the International Underwriters, exercisable by the Joint Global Coordinators (on behalf of the Joint Bookrunners and the International Underwriters), the Over-allotment Option, which will be exercisable from the Listing Date until 30 days after the last day for the lodging of applications under the Hong Kong Public Offering, to require our Company and the Selling Shareholders to offer up to an aggregate of 185,823,000 H Shares, representing no more than 15% of the initial Offer Shares, at the same price per Offer Share under the International Offering, to cover over-allocations in the International Offering, if any.

Commissions and Expenses

The Underwriters or their respective affiliates will receive an underwriting commission of 1.0% of the aggregate Offer Price of all the Offer Shares (including any Offer Shares issued pursuant to the exercise of the Over-allotment Option), out of which they will pay any sub-underwriting commissions and other fees.

For any unsubscribed Hong Kong Offer Shares reallocated to the International Offering, the underwriting commission will not be paid to the Hong Kong Underwriters or their respective affiliates but will instead be paid, at the rate applicable to the International Offering, to the Joint Bookrunners and the relevant International Underwriters.

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The aggregate underwriting commissions and fees together with the Stock Exchange listing fees, the SFC transaction levy and the Stock Exchange trading fee, legal and other professional fees and printing and all other expenses relating to the Global Offering are estimated to amount in aggregate to approximately HK\$183.0 million (assuming an Offer Price of HK\$8.70 per Offer Share (which is the mid-point of the indicative Offer Price range), the Over-allotment Option is not exercised and the full payment of a discretionary incentive fee), are payable and borne by the Company. The Selling Shareholders will pay the SFC transaction levy and the Stock Exchange trading fee in respect of the Sale Shares.

Indemnity

The Company has agreed to indemnify the Hong Kong Underwriters and the Joint Bookrunners for certain losses which they may suffer or incur, including liabilities under the U.S. Securities Act, losses arising from the performance of their obligations under the Hong Kong Underwriting Agreement and any breach by the Company of the Hong Kong Underwriting Agreement.

INDEPENDENCE OF THE JOINT SPONSORS

Each of the Joint Sponsors satisfies the independence criteria applicable to sponsors set out in Rule 3A.07 of the Listing Rules.

ACTIVITIES BY SYNDICATE MEMBERS

The underwriters of the Hong Kong Public Offering and the International Offering (together, the “**Syndicate Members**”) and their affiliates may each individually undertake a variety of activities (as further described below) which do not form part of the underwriting or stabilizing process.

The Syndicate Members and their affiliates are diversified financial institutions with relationships in countries around the world. These entities engage in a wide range of commercial and investment banking, brokerage, funds management, trading, hedging, investing and other activities for their own account and for the account of others. In relation to the H Shares, those activities could include acting as agent for buyers and sellers of the H Shares, entering into transactions with those buyers and sellers in a principal capacity, proprietary trading in the H Shares, and entering into over the counter or listed derivative transactions or listed and unlisted securities transactions (including issuing securities such as derivative warrants listed on a stock exchange) which have as their underlying assets, assets including the H Shares. Those activities may require hedging activity by those entities involving, directly or indirectly, the buying and selling of the H Shares. All such activity could occur in Hong Kong and elsewhere in the world and may result in the Syndicate Members and their affiliates holding long and/or short positions in the H Shares, in baskets of securities or indices including the H Shares, in units of funds that may purchase the H Shares, or in derivatives related to any of the foregoing.

In relation to issues by Syndicate Members or their affiliates of any listed securities having the H Shares as their underlying securities, whether on the Stock Exchange or on any other stock exchange, the rules of the stock exchange may require the issuer of those securities (or one of its affiliates or agents) to act as a market maker or liquidity provider in the security, and this will also result in hedging activity in the H Shares in most cases.

All such activities may occur both during and after the end of the stabilizing period described in “Structure of the Global Offering.” Such activities may affect the market price or value of the

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H Shares, the liquidity or trading volume in the H Shares and the volatility of the price of the H Shares, and the extent to which this occurs from day to day cannot be estimated.

It should be noted that when engaging in any of these activities, the Syndicate Members will be subject to certain restrictions, including the following:

- (a) the Syndicate Members (other than the Stabilizing Manager or any person acting for it) must not, in connection with the distribution of the Offer Shares, effect any transactions (including issuing or entering into any option or other derivative transactions relating to the Offer Shares), whether in the open market or otherwise, with a view to stabilizing or maintaining the market price of any of the Offer Shares at levels other than those which might otherwise prevail in the open market; and
- (b) the Syndicate Members must comply with all applicable laws and regulations, including the market misconduct provisions of the SFO, including the provisions prohibiting insider dealing, false trading, price rigging and stock market manipulation.

Certain of the Syndicate Members or their respective affiliates have provided from time to time, and expect to provide in the future, investment banking and other services to the Company and its affiliates for which such Syndicate Members or their respective affiliates have received or will receive customary fees and commissions.