

SHARE CAPITAL

AUTHORISED AND ISSUED SHARE CAPITAL

The authorised share capital of our Company is as follows:

Authorised share capital	HK\$
[2,000,000,000] Shares	[20,000,000]

Assuming the [REDACTED] is not exercised, the share capital of our Company immediately following the completion of the Capitalisation Issue and the [REDACTED] will be as follows (without taking into account and Shares which may be issued and allotted upon the exercise of any options that have been may be granted under the Share Option Scheme):

Shares issued or to be issued, fully paid or credited as fully paid:

Number of Shares	Description of Shares	Aggregate nominal value of Shares (HK\$)	Approximate percentage of issued share capital
[2]	Shares in issue at the date of this document	[0.02]	[0.00]%
[REDACTED]	Shares to be issued pursuant to the [REDACTED] ^(Note 1)	[REDACTED]	[REDACTED]
[REDACTED]	Shares to be issued in the [REDACTED]	[REDACTED]	[REDACTED]
<u>[REDACTED]</u>	<u>Total</u>	<u>[REDACTED]</u>	<u>100.00%</u>

[Assuming the [REDACTED] is exercised in full, the share capital of our Company immediately following the completion of the [REDACTED] and the [REDACTED] will be as follows (without taking into account and Shares which may be issued and allotted upon the exercise of any options that may be granted under the Share Option Scheme):

Shares issued or to be issued, fully paid or credited as fully paid:

Number of Shares	Description of Shares	Aggregate nominal value of Shares (HK\$)	Approximate percentage of issued share capital
[2]	Shares in issue at the date of this document	[0.02]	[0.00]%
[REDACTED]	Shares to be issued pursuant to the [REDACTED] ^(Note 1)	[REDACTED]	[REDACTED]
[REDACTED]	Shares to be issued in the [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	Shares to be issued upon exercise of the [REDACTED] in full	[REDACTED]	[REDACTED]
<u>[REDACTED]</u>	<u>Total</u>	<u>[REDACTED]</u>	<u>100.00%</u>

SHARE CAPITAL

Notes:

- (1) Pursuant to the written resolutions passed by our then Shareholder on [•] 2016, conditional on the share premium account of our Company being credited as a result of the [REDACTED], our Directors were authorised to capitalise an amount of HK\$[REDACTED] standing to the credit of the share premium of our Company as a result of the [REDACTED] and apply such sum in paying up in full at par [REDACTED] Shares for allotment and issue to the persons whose names appear on the register of members of our Company as at [•] 2016 in proportion to their then existing shareholdings in our Company, and the Shares to be allotted and issued pursuant to the [REDACTED] shall rank *pari passu* in all respects with the existing issued.

Assumptions

The above table assumes the [REDACTED] has become unconditional and the issue of Shares pursuant thereto is made as described herein. It does not take into account: (i) any Shares which may be allotted and issued (a) pursuant to the exercise of the [REDACTED] or (b) pursuant to the exercise of the options which may be granted under the Share Option Scheme; (ii) any Shares which may be allotted and issued pursuant to the issuing mandate (as described below); or (iii) any Shares which may be repurchased by our Company pursuant to the repurchase mandate (as described below).

Ranking

The [REDACTED] will rank *pari passu* in all respects with all of the Shares now in issue or to be issued as mentioned in this document, and in particular, will rank in full for all dividends or other distributions hereafter declared, made or paid on the Shares on or after the date on which they are issued, save for entitlements to the [REDACTED].

SHARE OPTION SCHEME

We have conditionally adopted the Share Option Scheme. The principal terms of the Share Option Scheme are summarised in the paragraph headed “Other Information — 15. Share Option Scheme” in Appendix IV to this document.

ISSUING MANDATE

Subject to the [REDACTED] becomes unconditional, our Directors have been granted a general and unconditional mandate to allot, issue and deal with Shares with a total nominal value of not more than the sum of:

- (i) 20% of the aggregate nominal value of the share capital of our Company in issue immediately following completion of the [REDACTED] and the [REDACTED] (excluding any Shares which may be allotted and issued upon the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme); and
- (ii) the aggregate nominal amount of the share capital of our Company repurchased by our Company (if any) pursuant to the repurchase mandate as referred to below.

SHARE CAPITAL

The issuing mandate will expire at the earliest of:

- (i) the conclusion of our Company’s next annual general meeting;
- (ii) the expiration of the period within which our Company is required by the applicable laws or the Articles to hold our next annual general meeting; or
- (iii) when varied or revoked by an ordinary resolution of the Shareholders in the general meeting.

For further details of this issuing mandate, please refer to the section headed “Further Information about Our Group — 3. Resolutions in writing passed by our sole Shareholder” in Appendix IV to this document.

REPURCHASE MANDATE

Subject to the [REDACTED] becoming unconditional, our Directors have been granted a general mandate to exercise all the powers of our Company to repurchase Shares with an aggregate nominal value of not more than 10% of the aggregate nominal amount of the share capital of our Company in issue following the completion of the [REDACTED] and the [REDACTED] (excluding any Shares which may be allotted and issued upon the exercise of the [REDACTED] or any options which may be granted under the Share Option Scheme).

The repurchase mandate only relates to repurchases made on the Stock Exchange and/or on any other stock exchange on which the Shares may be listed (and which is recognised by the SFC and the Stock Exchange for this purpose) and which are in accordance with the Listing Rules and all other applicable laws, regulations and rules.

The repurchase mandate will expire at the earliest of:

- (i) the conclusion of our Company’s next annual general meeting;
- (ii) the expiration of the period within which our Company is required by the applicable laws or the Articles to hold our next annual general meeting; or
- (iii) when varied or revoked by an ordinary resolution of the Shareholders in the general meeting.

For further details of this repurchase mandate, please refer to the section headed “Statutory and General Information — Further information about our Group — 6. Repurchase by our Company of its own securities” in Appendix IV to this document.

CIRCUMSTANCES UNDER WHICH GENERAL MEETING AND CLASS MEETING ARE REQUIRED

As a matter of Cayman Companies Law, an exempted company is not required by law to hold any general meetings or class meetings on an annual or regular basis. The holding of a general meeting or class meeting is prescribed for under the articles of association of a company. Accordingly, we will hold general meetings as prescribed for under our Articles, a summary of which is set out in the section headed “Summary of the Constitution of our Company and Cayman Islands Companies Law” in Appendix III to this document.