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## UNDERWRITING

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[REDACTED]

[REDACTED]

[REDACTED] AND EXPENSES

[REDACTED]

[REDACTED]

Pursuant to the [REDACTED], our Company has agreed to [REDACTED] the [REDACTED] for subscription by the public in Hong Kong on and subject to the terms and conditions of this document and the [REDACTED].

Subject to, among other conditions, the granting of the [REDACTED] of, and permission to deal in, [REDACTED] in this document by the [REDACTED] and to certain other conditions set out in the [REDACTED], the [REDACTED] has agreed to subscribe or procure subscribers for the [REDACTED] now being [REDACTED] which are not taken up under the [REDACTED] on the terms and conditions of this document, the [REDACTED] and the [REDACTED].

The [REDACTED] is conditional on and subject to the [REDACTED] having been signed and becoming unconditional and not having been terminated in accordance with its terms.

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## UNDERWRITING

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[REDACTED]

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## UNDERWRITING

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[REDACTED]

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## UNDERWRITING

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[REDACTED]

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## UNDERWRITING

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[REDACTED]

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## UNDERWRITING

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[REDACTED]

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## UNDERWRITING

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[REDACTED]

### Commissions and expenses

The [REDACTED] will receive an underwriting commission at the rate of 2.0% of the aggregate [REDACTED] payable for the [REDACTED] (including shares to be issued pursuant to the [REDACTED], out of which it/they will pay any [REDACTED]. Such commission, together with the Stock Exchange [REDACTED] fees, the Stock Exchange trading fees, the SFC transaction levy, legal and other professional fees, printing, and other expenses relating to the [REDACTED], is currently estimated to be approximately HK\$25.4 million in aggregate (based on an [REDACTED] of [REDACTED] per [REDACTED] and the assumption that the [REDACTED] is not exercised) and are payable by our Company and the Selling Shareholder with reference to the number of [REDACTED] and [REDACTED] under the [REDACTED] respectively.

### [REDACTED] INTERESTS IN OUR COMPANY

Save for their obligations under the [REDACTED], none of the [REDACTED] is interested legally or beneficially in any shares of any member of our Group nor has any right or option (whether legally enforceable or not) to subscribe for or purchase or to nominate persons to subscribe for or purchase securities in any member of our Group nor any interest in the [REDACTED].

### INDEPENDENCE OF THE SPONSOR

Dakin Capital Limited, being the Sponsor, satisfies the independence criteria applicable to sponsors as set out in Rule 3A.07 of the [REDACTED] Rules.

### RESTRICTIONS ON THE [REDACTED]

No action has been taken to permit a [REDACTED] of the [REDACTED] other than in Hong Kong, or the distribution of this document in any jurisdiction other than Hong Kong. Accordingly, this document may not be used for the purpose of, and does not constitute, an offer or invitation in any jurisdiction or in any circumstances in which such an offer or invitation is not authorised or to any person to whom it is unlawful to make such an offer or invitation.