OVERVIEW

We are a newly incorporated Cayman Islands exempted company which has been formed for the purpose of effecting a De-SPAC Transaction with one or more De-SPAC Targets.

We have not selected any specific De-SPAC Targets and we have not, nor has anyone on our behalf, engaged in any substantive discussions concerning a De-SPAC Transaction. While we may pursue a De-SPAC Target in any business or industry globally, we intend to concentrate our efforts on technology-enabled companies in the new economy sectors (such as green energy, life sciences and advanced technology and manufacturing) in Asia, with a focus on China.

We expect to incur significant costs in evaluating potential De-SPAC Targets and in negotiating and executing a De-SPAC Transaction. If we are successful in negotiating a De-SPAC Transaction, we intend to effectuate the transaction using (i) cash from the proceeds of the Offering; (ii) proceeds from the sale of the Class B Shares and the Promoter Warrants; (iii) proceeds from independent third party investments; (iv) funds from any forward purchase agreements or backstop agreements we may enter into following the Offering; (v) loans from the Promoters or their affiliates, if any, under the Loan Facility or other arrangements; (vi) shares issued to the owners of the De-SPAC Target and (vii) any other equity or debt financing, or a combination of the foregoing.

BASIS OF PRESENTATION

Our historical financial statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") issued by International Accounting Standards Board. Our historical financial statements have been prepared on historical costs, which are generally based on the fair value of the consideration given in exchange for goods or services.

No statement of cash flows has been prepared because we did not have any cash flows from 25 November 2021 to 31 December 2021, nor did we have any cash and cash equivalents at any point during the period.

Our accounting policies are described in Note 3 to the Accountant's Report included in Appendix I to this offering circular, including (i) the treatment of the Listed Warrants as liabilities that are initially recognised at fair value on the date the Listed Warrants are issued and are subsequently re-measured to their fair value at the end of each reporting period; and (ii) the treatment of the Class A Shares as liabilities, initially recognised at fair value (minus transaction costs that are directly attributable to the issuance of financial liabilities) and subsequently measured at amortised cost using effective interest method.

SIGNIFICANT ACCOUNTING POLICIES AND JUDGEMENTS

Financial liabilities and equity

(i) Equity instruments

An equity instrument is any contract that evidences a residual interest in the assets of an entity after deducting all of its liabilities. Equity instruments issued by us are recognised at the proceeds received, net of direct issue costs.

(ii) Financial liabilities

All financial liabilities are subsequently measured at amortised cost using the effective interest or at FVTPL.

Financial liabilities at amortized cost

Financial liabilities, including shares issued by us subject to redemptions, are subsequently measured at amortised cost, using the effective interest method. Class A Shares will be initially recognised at fair value minus transaction costs that are directly attributable to the issue of the financial liabilities and subsequently measured at amortised cost using the effective interest method.

Financial liabilities at fair value through profit or loss ("FVTPL")

Financial liabilities are classified as at FVTPL when the financial liability is (i) contingent consideration of an acquirer in a business combination to which IFRS 3 applies, (ii) held for trading or (iii) is designated as at FVTPL. Financial instruments over the Company's shares (such as warrants) that do not meet the definition of equity instruments under IAS 32 Financial Instruments: Presentation are classified as derivative liabilities. They are initially recognised at fair value. Any directly attributable transaction costs are recognised in profit or loss. Subsequent to initial recognition, these financial instruments are carried at fair value with changes in fair value recognised in profit or loss. Listed Warrants are classified as derivative liabilities as they contain a settlement option that could not meet the criterion in IAS 32 for equity classification. They are initially recognised at fair value by the use of the Monte Carlo Model. Any subsequent changes in fair value are recognised in profit or loss.

(iii) Share-based payments

Where equity instruments are awarded to employees and others providing similar services, the fair value of services received is measured by reference to the fair value of the equity instruments at the grant date. Such fair value is recognised in profit or loss over the vesting period with a corresponding increase in equity.

At the end of each reporting period, we revise our estimates of the number of equity instruments that are expected to ultimately vest. The impact of the revision of the estimates during the vesting period, if any, is recognised in profit or loss, with a corresponding adjustment in equity.

For those arrangements where the terms provide either to us or the counterparty with a choice of whether we settle the transaction in cash (or other assets) or by issuing equity instruments, we shall account for that transaction, or the components of that transaction, as a cash-settled share-based payment transaction if, and to the extent that, we have incurred a liability to settle in cash (or other assets). Otherwise, the share-based payment transaction is accounted for an equity-settled share-based payment transaction if, and to the extent that, no such liability has been incurred. It is expected that the associated obligation with respect to the Promoter Warrants and the conversion right of the Class B Shares will be accounted for as equity-settled share-based payment, with the completion of a De-SPAC Transaction as the vesting condition for accounting purposes. The equity-settled share-based payments would be spread over the vesting period with a corresponding increase in a reserve within equity.

CRITICAL ACCOUNTING JUDGEMENTS AND KEY RESOURCES OF ESTIMATION UNCERTAINTY

In the application of our accounting policies as disclosed in note 3 to the Accountant's Report, we are required to make judgements, estimates and assumptions about the carrying value of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

(i) Fair value measurement

A number of assets and liabilities to be issued by us to be included in the upcoming financial year require measurement at, or disclosure of, fair value.

The fair value measurement of our financial and non-financial assets and liabilities utilises market observable inputs and data to the extent possible.

Inputs used in determining fair value measurement are categorised into different levels based on how observable the inputs in the valuation model are in the fair value hierarchy.

Set out below are a number of items measured at fair value:

- Financial liability at amortised cost – Class A Shares;
- Derivative financial instruments – Listed Warrants and

- Share-based payment – Conversion right of the Class B Shares and Promoter Warrants.

(ii) Going concern assumptions

As explained in note 2(d) of the Accountant's Report, Historical Financial Statements have been prepared on a going concern basis even though as at 31 December 2021, we have net liabilities of HK$93,654. In view of the circumstances, we have given careful consideration of the future liquidity and performance of the Company and its available sources of financing in assessing whether we will be able to continue as a going concern for at least the next twelve months from the end of the reporting period and to meet the obligation, as and when they fall due. Certain measure as stated in "*Financial Information – Liquidity and Capital Resources*" have been and are being taken to manage the liquidity needs and to improve our financial position.

RESULTS OF OPERATIONS

We did not generate any revenue from 25 November 2021, our date of incorporation, to 31 December 2021. We incurred expenses of HK$93,654 from 25 November 2021 to 31 December 2021. As at 31 December 2021, we had no assets and had current liabilities of HK$93,654.

We have not engaged in any operations to date. Our only activities since inception have been organisational activities and those necessary to prepare for the Offering. Following the Offering, we will not generate any operating revenues until after completion of the De-SPAC Transaction. We may generate non-operating income in the form of interest and other income on the proceeds from the Offering and the sale of the Class B Shares and the Promoter Warrants, and we might receive loans from the Promoters or their affiliates under the Loan Facility or other arrangements. After the Offering, we expect our expenses to increase substantially as a result of being a publicly listed company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence and other transactional expenses in connection with the De-SPAC Transaction.

Our reporting accountants have stated a "material uncertainty related to going concern" in the accompanying financial statements that the conditions above raise substantial doubt about the Company's ability to continue as a going concern. We have addressed this uncertainty through the issuance of [**REDACTED**] Class B Shares for proceeds of [**REDACTED**] and [**REDACTED**] Promoter Warrants for proceeds of [**REDACTED**] and by entering into the Loan Facility, which provides us with a working capital credit line of up to HK$20 million that we may draw upon if required.

LIQUIDITY AND CAPITAL RESOURCES

We expect to receive gross proceeds of [**REDACTED**] from the Offering, which will be deposited in the Escrow Account. The funds in the Escrow Account may be released only to complete the De-SPAC Transaction, satisfy redemption requests of holders of the Class A Shares, and return funds to holders of the Class A Shares upon the suspension of trading of the Class A Shares and the Listed Warrants or upon the liquidation or winding up of the Company. We may withdraw interest or other income earned on funds held in the Escrow Account to pay for our expenses and taxes, if any, prior to the completion of the De-SPAC Transaction. Except for interest or other income on funds held in the Escrow Account, we will not be able to utilise the funds in the Escrow Account to pay our expenses or otherwise satisfy our liquidity needs.

We expect our primary liquidity requirements prior to the completion of the De-SPAC Transaction to include the following:

- approximately [**REDACTED**] for expenses related to the Offering, which will be paid upon completion of the Offering (which does not include the deferred underwriting commission payable to the Underwriters of the Offering upon the completion of a De-SPAC Transaction), accounting, legal and other expenses as well as the SFC transaction levy, Stock Exchange trading fee and FRC transaction levy;

- approximately [**REDACTED**] for general working capital, which will be used for miscellaneous expenses and reserves prior to the completion of the De-SPAC Transaction; and

- expenses relating to services provided by professional parties in connection with the due diligence on potential De-SPAC Targets.

The amounts above are estimates and may differ materially from our actual expenses. With regard to professional services relating to due diligence on De-SPAC Targets that do not result in a De-SPAC Transaction, our management will aim to manage and limit all such costs so as to not exceed the working capital resources available to us (i.e. Promoter Warrants subscription monies and the Loan Facility, if required) and as disclosed in the Offering Circular. It is expected that coverage of due diligence and transaction expenses relating to a successful De-SPAC Transaction will be negotiated with the confirmed De-SPAC Target and will be borne by the Successor Company from its liquidity sources (including any cash on hand) and the proceeds of the third-party investment as required by the Listing Rules. In addition to the above, upon the completion of the De-SPAC Transaction, we are required to pay the Underwriters deferred underwriting commissions of up to [**REDACTED**], as detailed in "*Underwriting – Commissions and Expenses*", which will be paid as part of the expenses for the De-SPAC Transaction.

The following are the primary sources of liquidity to satisfy our liquidity requirements prior to the completion of the De-SPAC Transaction, and the funds from these sources will be held outside the Escrow Account:

- approximately [**REDACTED**] in proceeds from the sale of the Class B Shares and the Promoter Warrants; and

- the Loan Facility from the Promoters in an aggregate principal amount of up to HK$20 million, which we can draw down on to finance our expenses if the proceeds from the sale of the Class B Shares and the Promoter Warrants described above and the interest and other income from funds held in the Escrow Account are insufficient.

We do not believe that we will need to raise additional funds following this Offering to meet the expenditures required for operating our business prior to the De-SPAC Transaction. However, if our estimates of the costs of identifying a De-SPAC Target, undertaking in-depth due diligence and negotiating the De-SPAC Transaction are less than the actual amounts required to do so, we may have insufficient funds available to operate our business prior to the De-SPAC Transaction. In order to fund working capital deficiencies or finance transaction costs in connection with the De-SPAC Transaction, the Promoters or their affiliates may, but are not obligated to, provide us with financing in addition to the Loan Facility. If we complete the De-SPAC Transaction, we will repay the amounts borrowed from the funds raised for the De-SPAC Transaction and any cash from the De-SPAC Target. In the event that the De-SPAC Transaction does not close, we may use a portion of the funds held outside the Escrow Account to repay the borrowed amounts, but no funds held in the Escrow Account would be used for such repayment. The terms of any loans other than pursuant to the Loan Facility have not been determined and no written agreements exist with respect to such loans. Prior to the completion of the De-SPAC Transaction, we do not expect to seek loans from parties other than the Promoters or their affiliates as we do not believe that third parties will be willing to lend such funds and provide a waiver against any and all rights to seek access to funds in the Escrow Account.

Under the Listing Rules, we are required to obtain independent third party investments for the De-SPAC Transaction (as described in "*Terms of the Offering – Independent Third Party Investments*"), which will require us to issue additional securities. In addition to the independent third party investments, we may also have to obtain additional financing to complete the De-SPAC Transaction, either because the transaction requires more cash than is available from proceeds held in the Escrow Account and from independent third party investments or because we become obligated to redeem a significant number of the Class A Shares upon completion of the De-SPAC Transaction, in which case we may issue additional securities or incur debt in connection with the De-SPAC Transaction.

Subject to compliance with the Listing Rules and other applicable regulations, there is no limitation on our ability to raise funds through the issuance of equity or equity-linked securities or through loans, advances or other indebtedness in connection with the De-SPAC Transaction, including pursuant to forward purchase agreements or backstop agreements that we may enter into following the completion of this Offering. Subject to compliance with applicable securities laws and the Listing Rules, we would only complete such financing simultaneously with the completion of the De-SPAC Transaction. If we are unable to complete the De-SPAC Transaction because we do not have sufficient funds available to us, we will be forced to cease operations and liquidate the Escrow Account. In addition, following the De-SPAC Transaction, if cash on hand is insufficient, we may need to obtain additional financing in order to meet our obligations.

Taking into consideration the financial resources that will be available to us upon the completion of the Offering, including proceeds from the sale of the Class B Shares and the Promoter Warrants and the Loan Facility (but excluding any amounts of the Offering that are subject to redemption or amounts that are expected to be used to fund a De-SPAC Transaction), we believe (and the Joint Sponsors concur) that we have sufficient working capital for our requirements prior to the De-SPAC Transaction.

INDEBTEDNESS

We incurred no indebtedness from 25 November 2021 to 31 December 2021, and had no outstanding indebtedness as at the Latest Practicable Date. We have entered into the Loan Facility, which provides us with a working capital credit line of up to HK$20 million that we may draw upon if required. Any loans drawn under the Loan Facility will not bear any interest and will not be held in the Escrow Account. No amount had been drawn down under the Loan Facility as at the Latest Practicable Date.

LOAN FACILITY

On [●] 2022, the Promoters entered into the Loan Facility with the Company. Pursuant to the Loan Facility, the Promoters will make available to the Company an aggregate amount of up to HK$20 million for working capital purposes. Advances under the Loan Facility will carry no interest, and may be repaid by the Company at any time, but no later than the earliest to occur of:

(a) the date on which the Company completes a De-SPAC Transaction;

(b) the date falling 36 months from the Listing Date if the Company has not completed a De-SPAC Transaction on or prior to such date, unless such date is extended by a vote of the Shareholders and in compliance with the Listing Rules, in which case, by such extended date;

(c) the date on which the Company fails to obtain the requisite approvals in respect of the continuation of the Company following a material change in the Promoters or Directors as provided for in the Listing Rules; and

(d) the date on which the Company commences steps for its winding-up or liquidation.

The Loan Facility contains customary provisions regarding events of default and remedies, and includes a waiver by the Lenders of any and all right, title, interest or claim of any kind in or to any distribution of or from the Escrow Account.

If a De-SPAC Transaction is completed, we will repay any loans drawn under the Loan Facility from the funds raised for the De-SPAC Transaction and any cash from the De-SPAC Target. In other situations as set out above, we may use any available funds held outside the Escrow Account to repay the loan amounts. The Promoters have agreed in the Loan Facility that if such amounts are insufficient to repay any outstanding loan amounts in full, they will waive their right to such repayment.

POTENTIAL IMPACT OF ISSUING ADDITIONAL SHARES OR INCURRING INDEBTEDNESS

We are required under the Listing Rules to obtain independent third party investments for the De-SPAC Transaction, in connection with which we will have to issue additional Class A Shares. Furthermore, we may issue additional Class A Shares under an employee incentive plan after the completion of the De-SPAC Transaction. In addition, if the conditions required for the Promoters' Earn-out Right are satisfied, we may issue additional Class A Shares to the Promoters. We may also issue preference shares in the future. The issuance of additional shares may:

- significantly dilute the equity interest of the investors in the Offering;
- cause a change in control if a substantial number of the Class A Shares are issued, which could result in the resignation or removal of our present Directors;
- have the effect of delaying or preventing a change of control of us by diluting the share ownership or voting rights of a person seeking to obtain control of us;
- adversely affect prevailing market prices for the Class A Shares and the Listed Warrants; and
- subordinate the rights of holders of the Class A Shares if preference shares are issued with rights senior to those afforded the Class A Shares.

Similarly, if we issue debt or otherwise incur significant debt, whether in connection with the completion of the De-SPAC Transaction or otherwise, it could:

- result in default and foreclosure on our assets if our operating revenues after the De-SPAC Transaction are insufficient to repay our debt obligations;
- result in acceleration of our obligations to repay the indebtedness if we breach certain covenants that require the maintenance of certain financial ratios or reserves;
- require our immediate payment of all principal and accrued interest, if any, if the debt instrument is payable on demand;
- affect our ability to obtain necessary additional financing if the debt instrument contains covenants restricting our ability to obtain such financing while the debt is outstanding;
- affect our ability to pay dividends on the Class A Shares;
- require us to use a substantial portion of our cash flow to pay principal and interest on our debt, which will reduce the funds available for dividends on the Class A Shares if declared, expenses, capital expenditures, acquisitions and other general corporate purposes;
- limit our flexibility in planning for and reacting to changes in our business;
- increase vulnerability to adverse changes in general economic, industry and competitive conditions and adverse changes in government regulation; and
- limit our ability to borrow additional amounts for expenses, capital expenditures, acquisitions, debt service requirements, execution of our strategy and other purposes and other disadvantages compared to our competitors who have less debt.

QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

The gross proceeds of the Offering will be placed in the Escrow Account and held in cash or cash equivalents. Under the Listing Rules and the Guidance Letter on SPACs, cash equivalents are required to comprise short-term securities issued by governments with a minimum credit rating of A-1 by Standard and Poor's Ratings Services, P-1 by Moody's Investor Service, F1 by Fitch Ratings, or an equivalent rating by a credit rating agency acceptable to the Stock Exchange. Due to the short-term nature of these investments, we believe that there will be no associated material exposure to interest rate risk other than the risks disclosed in "*Risk Factors – Risks Relating to the Company and the De-SPAC Transaction – The cash and cash equivalents in which we invest the funds held in the Escrow Account could* *bear a negative rate of interest, which could reduce the value of the assets held in the Escrow Account such that the per-Share redemption amount received by holders of the Class A Shares may be less than HK$10.00 per Class A Share."*

COMMITMENTS

As at 31 December 2021, we did not have any off-balance sheet arrangements, commitments or contractual obligations. In connection with the Offering, the Promoters will pay [**REDACTED**] in listing fees relating to our listing application for the Offer Securities, which will be set off from the proceeds of the issuance of the Promoter Warrants.

LISTING EXPENSES

We estimate the total listing expenses to be approximately [**REDACTED**]. The listing expenses, which will be paid upon completion of the Offering, include underwriting related expenses of approximately [**REDACTED**] (which does not include the deferred underwriting commissions payable to the Underwriters of the Offering upon the completion of a De-SPAC Transaction), and non-underwriting related expenses (including accounting, legal and other expenses, such as SFC transaction levy, Stock Exchange trading fee and FRC transaction levy) of approximately [**REDACTED**].

In addition, upon completion of a De-SPAC transaction, an additional amount of up to approximately [**REDACTED**] in deferred underwriting commissions will be payable by us. Upon completion of the Offering, a liability for the deferred underwriting commission will be estimated and recorded based on the relevant terms and conditions as set forth in the Underwriting Agreement.

Of the total amount of approximately [**REDACTED**], costs in the amount of approximately [**REDACTED**] are not directly attributable to the offering of the Class A Shares, and such costs are recognised in our statement of profit or loss and other comprehensive income. The remaining amount of approximately [**REDACTED**] for the issue of the Class A Shares not subsequently measured at fair value through profit or loss would be included in the initial carrying amount of the financial liabilities.

DIRECTORS' CONFIRMATION OF NO MATERIAL ADVERSE CHANGE

There has been no significant change in our financial or trading position since 31 December 2021 and up to the date of this offering circular.