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If you have sold or transferred all your shares in Xpress Group Limited, you should at once hand this circular to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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XPRESS GROUP LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 185)

**GENERAL MANDATES TO ISSUE SHARES,
RE-ELECTION OF DIRECTORS,
ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

A letter from the Board is set out on pages 3 to 7 of this circular. A notice convening the annual general meeting of Xpress Group Limited to be held at Club Lusitano, 24th Floor, 16 Ice House Street, Central, Hong Kong on Wednesday, 28 August 2013 at 9:30 a.m. is set out on pages 8 to 11 of this circular. Whether or not you intend to attend the meeting, please complete and return the enclosed proxy form in accordance with the instructions printed thereon as soon as possible and in any event no later than 48 hours before the time appointed for the time fixed for holding of the meeting or the adjourned meeting thereof as the case may be. Completion and delivery of the proxy form will not preclude you from attending and voting at the meeting should you so wish.

30 July 2013

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DEFINITIONS

In this circular, the following expressions have the following meanings unless the context requires otherwise:

“AGM”	the annual general meeting of the Company to be held on 28 August 2013 at 9:30 a.m.
“Articles”	the Articles of Association of the Company
“associates”	the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“Company”	Xpress Group Limited, a company incorporated in Hong Kong with limited liability, the shares of which are listed on the Stock Exchange
“connected person(s)”	the meaning ascribed to it under the Listing Rules
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Issue Mandate”	the general and unconditional mandate proposed under ordinary resolution numbered 4 as set out in the notice of AGM to be granted to the Directors to allot, issue and otherwise deal with Securities
“Latest Practicable Date”	24 July 2013, being the latest practicable date prior to the printing of this circular for ascertaining certain information for the purpose of inclusion in this circular
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“New Share Option Scheme”	the new share option scheme proposed to be adopted by the Company at the AGM
“Old Share Option Scheme”	the share option scheme of the Company approved by the Shareholders and adopted on May 9, 2003 which expired on 8 May, 2013

DEFINITIONS

“Option(s)”	option(s) to subscribe for shares of Shares granted pursuant to the New Share Option Scheme
“S\$”	Singapore dollar(s), the lawful currency of Singapore
“Securities”	shares of any and all classes in the capital of the Company including but not limited to the Shares and other securities carrying a right to subscribe or purchase shares of the Company which the Company may from time to time issue
“SFO”	the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong)
“Share(s)”	share(s) of par value HK\$0.01 each in the capital of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder”	has the same meaning ascribed to it under the Listing Rules
“%”	per cent



XPRESS GROUP LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 185)

Executive Directors:

Chan Heng Fai (*Managing Chairman*)
Chan Tong Wan (*Managing Director*)
Chan Yoke Keow

Registered and principal office:

24/F., Wyndham Place,
40–44 Wyndham Street,
Central, Hong Kong

Non-executive Director:

Fong Kwok Jen

Independent non-executive Directors:

Wong Dor Luk, Peter
Wong Tat Keung
Chan King Fai

30 July 2013

To the Shareholders

Dear Sir or Madam,

**GENERAL MANDATES TO ISSUE SHARES,
RE-ELECTION OF DIRECTORS,
ADOPTION OF NEW SHARE OPTION SCHEME
AND
NOTICE OF ANNUAL GENERAL MEETING**

INTRODUCTION

The purpose of this circular is to provide you with the information in respect of resolutions to be proposed at the AGM for (i) the granting of general mandates to the Directors to issue Securities; (ii) the re-election of Directors; and (iii) the adoption of the New Share Option Scheme, and other relevant information regarding the AGM.

LETTER FROM THE BOARD

GENERAL MANDATE TO ISSUE SECURITIES

At the AGM, an ordinary resolution will be proposed to give the Directors a general and unconditional mandate to issue Securities representing up to 20 per cent of the issued share capital of the Company at the date of passing of the resolution. On the basis of 3,602,657,172 Shares in issue on the Latest Practicable Date, and assuming no further Shares will be issued or repurchased by the Company on or before the AGM, the maximum number of Shares to be issued is 720,531,434. Such authority may only continue in force until the conclusion of the first annual general meeting of the Company following the passing of the ordinary resolution, or revoked or varied by ordinary resolution of the Shareholders in general meeting, whichever occurs first.

The Directors have no immediate plans to exercise the Issue Mandate.

RE-ELECTION OF DIRECTORS

In accordance with Articles 78 and 79 of the Company's Articles of Association, Ms. Chan Yoke Keow shall retire by rotation and, being eligible, offer herself for re-election at the AGM. Mr. Chan Tong Wan and Mr. Wong Tat Keung offer themselves to retire and, be eligible for re-election at the AGM. Brief biographical details are set out in Appendix I to this circular.

ADOPTION OF NEW SHARE OPTION SCHEME

The Old Share Option Scheme was adopted by the Company by a resolution of the then Shareholders passed on 9 May 2003 and expired on 8 May 2013. No further Options will be granted under the Old Share Option Scheme. As at the Latest Practicable Date, all Options under the Old Share Option Scheme had been either exercised or lapsed and no Option was outstanding. The Company has no other share option scheme as at the Latest Practicable Date.

The proposed adoption of the New Share Option Scheme is to enable the Company to continue to grant Options at the discretion of the Board to eligible participants as incentives and rewards for their contribution or potential contribution to the Group.

Unless the Directors otherwise determine, there is no general requirement under the rules of the New Share Option Scheme for any minimum period for which an Option must be held or any performance targets which must be achieved before any Options granted under the New Share Option Scheme can be exercised. However, the New Share Option Scheme will give the Board discretion to impose such conditions on the Options where appropriate. The Directors consider that it may not always be appropriate to impose such conditions particularly when the purpose of granting Options is to remunerate or compensate eligible participants. The Directors consider it more beneficial to the Company to retain the flexibility to determine when such conditions are appropriate. In addition, the Directors shall have absolute discretion to determine the subscription price for Shares in respect of any particular Option (as described in paragraph 5 of Appendix II to this circular). The Directors consider that the aforesaid criteria and rules will serve to motivate and retain the eligible participants for contribution to the benefit and success of the Group.

LETTER FROM THE BOARD

The New Share Option Scheme will become effective for a 10-year period from the Adoption Date. The adoption of the New Share Option Scheme is conditional upon the following:

- (a) the passing of an ordinary resolution by the Shareholders at the AGM approving the adoption of the New Share Option Scheme; and
- (b) the Listing Committee granting the approval for the listing of, and permission to deal in, the Shares which may be issued pursuant to the exercise of the Options to be granted under the New Share Option Scheme.

As at the Latest Practicable Date, the Company has 3,602,657,172 Shares in issue. Subject to the obtaining of Shareholders' approval with respect to the adoption of the New Share Option Scheme at the AGM and assuming that there is no change in the number of Shares in issue prior to the AGM, the total number of Shares which may be allotted and issued upon exercise of all Options to be granted under the New Share Option Scheme and any other share option scheme of the Company will be 360,265,717 Shares, representing 10% of the issued share capital of the Company as at the date of approval of the New Share Option Scheme by the Shareholders at the AGM.

A summary of the principal terms of the rules of the proposed New Share Option Scheme is set out in the Appendix II to this circular.

An application will be made to the Listing Committee for the approval of the listing of, and permission to deal in, the Shares which may be issued pursuant to the exercise of any such Options that may be granted under the New Share Option Scheme.

An announcement will be made on the outcome of the AGM regarding the adoption of the New Share Option Scheme after the AGM pursuant to Rule 17.02(1)(a) of the Listing Rules.

None of the Directors are appointed as trustees of the New Share Option Scheme or have a direct or indirect interest in the trustee.

The Directors consider that it is not appropriate to state the value of all Options that may be granted pursuant to the New Share Option Scheme as if they had been granted at the Latest Practicable Date. The Directors believe that any statement regarding the value of the Options as at the Latest Practicable Date will not be meaningful to the Shareholders, taking into account the number of variables which are crucial for the calculation of the option value which have not been determined. Such variables include the exercise price, exercise period, any lock-up period, any performance targets set and other relevant variables. The Company will disclose the value of any options granted during a financial year or a particular period in its annual report and interim result based on the Black-Scholes option pricing model, the binomial model or a generally accepted comparable methodology.

No Shareholder has a material interest in the adoption of the New Share Option Scheme, and hence no Shareholder is required to abstain from voting on relevant resolution at the AGM.

LETTER FROM THE BOARD

ANNUAL GENERAL MEETING

Set out on pages 8 to 11 is a notice convening the AGM for the purposes of considering and, if thought fit, approving, *inter alia*, the Issue Mandate, re-election of Directors and adoption of the New Share Option Scheme.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, no Shareholder have material interest in any resolutions to be proposed at the AGM and accordingly, no Shareholder is required to abstain from voting in the AGM to approve any resolutions.

A form of proxy for use at the AGM is enclosed with this circular. Whether or not you intend to be present at the AGM, you are requested to complete the accompanying proxy form and return it at the Company's registered office in accordance with the instructions printed thereon not less than 48 hours before the time fixed for holding the AGM or any adjournment thereof. Completion and return of the proxy form will not preclude you from attending and voting at the AGM or any adjourned meeting if you so wish.

Pursuant to Rule 13.39(4) of the Listing Rules, any vote of Shareholders at a general meeting must be taken by poll. The chairman of the meeting will therefore demand a poll for every resolution put to the vote of the AGM in accordance with the Articles of Association. The results of the poll shall be deemed to be the resolution of the general meeting in which the poll was demanded or required and the poll results will be published on the websites of Stock Exchange (www.hkexnews.hk) and the Company (www.xpressgroup.com) after the AGM.

RECOMMENDATION

The Directors believe that the granting of the Issue Mandate, the re-election of the retiring Directors, the adoption of the New Share Option Scheme are in the best interests of the Company and the Shareholders as a whole. Accordingly, the Directors recommend that all Shareholders should vote in favour of all the resolutions to be proposed at the AGM to give effect to them.

DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the rules of the New Share Option Scheme is available for inspection at the principal office of the Company in Hong Kong at 24th Floor, Wyndham Place, 40-44 Wyndham Street, Central, Hong Kong during normal business hours on any business day for the period from the date hereof and including 28 August 2013 and at the AGM.

LETTER FROM THE BOARD

RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

Your attention is drawn to the information set out in Appendices I to II to this circular.

Yours faithfully,
By Order of the Board
Xpress Group Limited
Chan Tong Wan
Managing Director



XPRESS GROUP LIMITED

(Incorporated in Hong Kong with limited liability)

(Stock Code: 185)

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting of Xpress Group Limited (the “Company”) will be held at Club Lusitano, 24th Floor, 16 Ice House Street, Central, Hong Kong on Wednesday, August 28, 2013 at 9:30 a.m. for the following purposes:

ORDINARY BUSINESS

- (1) To receive, consider and adopt the audited Financial Statements, the Directors’ Report and the Auditors’ Report of the Company and its subsidiaries for the year ended March 31, 2013.
- (2) To re-elect the retiring Directors and authorise the board of directors of the Company to fix Directors’ fees.
- (3) To re-appoint Messrs. ZHONGLEI (HK) CPA Company Limited as auditors and authorise the board of directors of the Company to fix auditors’ remuneration.

SPECIAL BUSINESS

To consider and, if thought fit, to pass with or without modification the following as ordinary resolutions:

- (4) “**THAT:**
 - (a) and subject to paragraph (c) of this resolution, the exercise by the Directors during the Relevant Period (as hereinafter defined) of all the powers of the Company to allot, issue and deal with securities of any and all classes in the share capital of the Company (the “Securities”) including but not limited to the Shares and other securities carrying a right to subscribe or purchase Securities which the Company may from time to time issue and to make or grant any offers, agreements or options (including warrants, bonds, debentures, notes, options or any securities derivative which carry the right to subscribe for or are

NOTICE OF ANNUAL GENERAL MEETING

convertible into shares of the Company) which would or might require the exercise of such powers, be and is hereby generally and unconditionally approved;

- (b) the approval in paragraph (a) of this Resolution shall authorise the directors of the Company during the Relevant Period to make or grant offers, agreements and options which might require the exercise of such power after the end of the Relevant Period;
- (c) the aggregate nominal amount of share capital allotted or agreed conditionally or unconditionally to be allotted (whether pursuant to an option or otherwise) by the directors of the Company pursuant to the approval in paragraph (a) of this Resolution, otherwise than pursuant to (i) a Rights Issue (as hereinafter defined), or (ii) an issue of shares of the Company upon the exercise of subscription or conversion rights under the terms of any warrants, bonds, debentures, notes and any securities derivative of the Company to subscribe for or convert into shares of the Company, or (iii) an issue of shares upon the exercise of options granted under any share option scheme or similar arrangement for the time being adopted for the grant or issue of shares or rights to acquire shares in the Company, or (iv) an issue of shares as scrip dividends pursuant to the Articles of Association of the Company from time to time, shall not exceed 20 per cent of the aggregate nominal amount of the issued share capital of the Company as enlarged by the allotment and issue of the new Shares pursuant to the exercise of outstanding warrants at the date of passing this Resolution, and the said approval shall be limited accordingly; and
- (d) for the purpose of this Resolution:

“Relevant Period” means the period from the passing of this Resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the Companies Ordinance or the Articles of Association of the Company to be held; and
- (iii) the date on which the authority set out in this Resolution is revoked or varied by an ordinary resolution of the shareholders in general meeting of the Company; and

NOTICE OF ANNUAL GENERAL MEETING

“**Rights Issue**” means an offer of shares in the share capital of the Company open for a period fixed by the directors of the Company to holders of shares whose names appear on the register of members of the Company on a fixed record date in proportion to their then holdings of such shares (subject to such exclusion or other arrangements as the directors of the Company may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of, or the requirements of, any recognised regulatory body or any stock exchange in any territory applicable to the Company).”

(5) “**THAT:**

subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “Stock Exchange”) granting the listing of, and permission to deal in, such number of Shares which may fall to be allotted and issued pursuant to the exercise of the options which may be granted under the rules of the new share option scheme (the “New Share Option Scheme”), a draft of which is produced to the meeting marked “A” and signed by the chairman of the meeting for the purposes of identification and any other share option scheme, representing an amount (the “General Scheme Limit”) up to 10 per cent. of the issued Shares as at the day on which this resolution is passed, with effect from the close of business of the day on which this resolution is passed, the rules of the New Share Option Scheme be approved and adopted and the directors of the Company be and are hereby authorised:

- (a) to approve any amendments to the rules of the New Share Option Scheme as may be acceptable or not objected to by the Stock Exchange;
- (b) at their absolute discretion to grant options to subscribe for Shares in accordance with the rules of the New Share Option Scheme;
- (c) to allot, issue and deal with Shares pursuant to the exercise of options granted under the New Share Option Scheme provided that the aggregate amount of shares which may fall to be allotted and issued pursuant to this authority, together with any issue of Shares upon the exercise of any options granted under any other share option scheme as may from time to time be adopted by the Company or its subsidiaries, shall not exceed the General Scheme Limit; and

NOTICE OF ANNUAL GENERAL MEETING

- (d) to take all such steps as may be necessary, desirable or expedient to carry into effect the New Share Option Scheme.”

By Order of the Board
Chan Tong Wan
Managing Director

Hong Kong, dated 30 July, 2013

Registered office:

24th Floor
Wyndham Place
40–44 Wyndham Street
Central
Hong Kong

Notes:

1. Any member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not be a member of the Company.
2. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority shall be deposited at the registered office of the Company in Hong Kong not less than 48 hours before the time appointed for holding the meeting or adjourned meeting.

Mr. Chan Tong Wan, aged 38, is the Managing Director of the Company. Mr. Chan began his career by working in two international companies as an investment banker specialising in Asian equity financial products. Subsequently, Mr. Chan worked for a finance and technology company in the United States as the Chief Operating Officer with a focus on its investment banking and merchant banking activities. Mr. Chan joined the Group as a non-executive director in January 2000, was appointed as an executive director in September 2002 and was appointed as Managing Director in August 2003. Mr. Chan holds a Bachelor of Commerce degree with honours, with a Finance specialization, from the University of British Columbia.

Mr. Chan is an Executive Director of SignHaiyi Group Ltd. (formerly known as SingXpress Land Ltd, which ceased to be a subsidiary of the Company on 30 November 2012), a company listed in Singapore Stock Exchange. Save as disclosed above, Mr. Chan had not held any directorship in listed public companies during the last three years preceding the Latest Practicable Date. Mr. Chan is the son of Mr. Chan Heng Fai and Ms. Chan Yoke Keow, both are the directors of the Company. Mr. Chan is the brother of Ms. Chan Sook Jin, Mary-ann who is the senior management of the Company. Save as aforesaid, he has no other relationship with any Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date and as notified to the Company for the purposes of Part XV of the Securities and Futures Ordinance, Mr. Chan and his associates are beneficially interested in 31,843,522 shares, representing 0.88% issued share capital of the Company.

There is currently no service contract entered into between Mr. Chan and the Company. Mr. Chan has no fixed term of service with the Company but will be subject to retirement by rotation and re-election at annual general meetings of the Company in accordance with the Articles of Association of the Company.

Mr. Chan has received approximately HK\$3,075,000 as director's emolument for the year ended March 31, 2013 and is entitled to receive further director's emolument as may be reviewed and determined by the Board from time to time subject to an authority being granted by the Shareholders at the Annual General Meeting.

Ms. Chan Yoke Keow, aged 64, has been a director of the Company since January 1992. She is responsible for the general administration and financial planning of the Group. She has over 25 years' experience in financial management and administration. Ms. Chan is a member of the Hong Kong Securities and Investment Institute. Ms. Chan was a Non-Executive Director of SingHaiyi Group Ltd. from 7 September 2007 to 14 January 2013. Save as disclosed above, Ms. Chan had not held any directorship in other listed public companies during the last three years preceding the Latest Practicable Date. Ms. Chan is the spouse of Mr. Chan Heng Fai, the mother of Chan Tong Wan, both are Executive Directors of the Company and the mother of Ms. Chan Sook Jin, Mary-ann who is the senior management of the Company. Save as aforesaid, she has no other relationship with any Directors, senior management, substantial or controlling shareholders of the Company.

As at the Latest Practicable Date and as notified to the Company for the purposes of Part XV of the Securities and Futures Ordinance, Ms. Chan and her associates are beneficially interested in 2,629,107,223 shares, representing 72.98% issued share capital of the Company.

There is currently no service contract entered into between Ms. Chan and the Company. Ms. Chan has no fixed term of service with the Company but will be subject to retirement by rotation and re-election at annual general meetings of the Company in accordance with the Articles of Association of the Company.

Ms. Chan has received approximately HK\$4,159,000 as director's emolument for the year ended March 31, 2013 and is entitled to receive further director's emolument as may be reviewed and determined by the Board from time to time subject to an authority being granted by the Shareholders at the Annual General Meeting.

Mr. Wong Tat Keung, aged 42, is the Independent Non-Executive Director of the Company. Mr. Wong has more than 15 years of audit, taxation, accounting and business advisory experience. Mr. Wong was appointed as an independent non-executive director of the Company in December 2009. From 2006 to February 2010, he was the proprietor of Aston Wong & Co., Certified Public Accountants practicing in Hong Kong. Since January 2010, he has been a director of his own corporate practice namely ASTON WONG CPA LIMITED.

Mr. Wong is an independent non-executive director of SingHaiyi Group Ltd. Save as disclosed above, Mr. Wong had not held any directorship in other listed public companies during the last three years preceding the Latest Practicable Date.

No service agreement has been entered into between the Company and Mr. Wong. He has no fixed service terms but is subject to retirement by rotation in accordance with the Company's articles of association. The director's fee payable to him is fixed at the rate of HK\$140,000 per annum until the Company in general meetings otherwise determines. Mr. Wong also entitled to receive a fee of S\$45,000 per annum from SingHaiyi Group Ltd. as director fee for year ended 31 March 2013. Mr. Wong has confirmed his independency pursuant to Rule 3.13 of the Listing Rules. He has no interest in the shares of the Company within the meaning of Part XV of the SFO and is not a connected person of the Company as defined in the Listing Rules. He does not have any relationships with the directors, senior management, substantial shareholders, or controlling shareholders of the Company.

Save as disclosed herewith, there is no other matter that is need to be brought to the attention of the Shareholders and there is no information which is required to be disclosed pursuant to any of the requirements of rules 13.51(2)(h) to 13.51(2)(v) of the Listing Rules.

This Appendix summaries the principal terms of the New Share Option Scheme but does not form part of nor was it intended to be, part of the New Share Option Scheme nor should it be taken as effecting the interpretation of the rules of the New Share Option Scheme. Reference to paragraphs are to paragraphs of this Appendix.

- (1) In this section, the following expressions shall have the following meanings except where the context requires otherwise:

“Adoption Date”	28 August 2013 (the date on which the New Share Option Scheme is adopted by resolution of the Company in general meeting)
“AGM”	an annual general meeting of the Company to be held at Club Lusitano, 24th Floor, 16 Ice House Street, Central, Hong Kong on Wednesday, 28 August 2013 at 9:30 a.m. or any adjournment thereof
“Allotment Date”	the date on which Shares are allotted to a Grantee pursuant to an Option granted and exercised hereunder
“Associate”	shall have the meaning ascribed to it under the Listing Rules
“Bankruptcy Ordinance”	the Bankruptcy Ordinance (Chapter 6 of the laws of Hong Kong) as amended from time to time
“Board”	the Board of Directors of the Company
“Business Day”	shall have the meaning ascribed to it under the Listing Rules
“Company”	Xpress Group Limited, the shares of which are listed on the Stock Exchange
“Connected Person”	has the meaning ascribed to it under the Listing Rules

“Culpable Termination”	termination of the employment of an Executive or an employee on the grounds that he has been guilty of serious misconduct, or there exist grounds allowing his summary dismissal under his employment contract or under common law, or he is unable or has no reasonable prospects of being able to pay his debts within the meaning of the Bankruptcy Ordinance or any other applicable law, or he has become otherwise insolvent or has made any arrangement or composition with his creditors generally, or he has been convicted of any criminal offence involving his integrity or honesty
“Directors”	directors of the Company
“Eligible Person”	means any of the following persons: <ul style="list-style-type: none">(a) an Executive or an employee (whether full-time or part time) of any member of the Group;(b) a director or proposed director (including an independent non-executive director) of any member of the Group;(c) a direct or indirect shareholder of any member of the Group;(d) a supplier of goods or services to any member of the Group;(e) a customer, consultant, business or joint venture partner, franchisee, contractor, agent or representative of any member of the Group;(f) a person or entity that provides research, development or other technological support or any advisory, consultancy, professional services to any member of the Group; and(g) a landlord or tenant (including a sub-tenant) of any member of the Group.

“Executive”	any executive director of, manager of, or other employee holding an executive, managerial, supervisory or similar position in, any member of the Group
“Grantee”	any Eligible Person who accepts the offer of the grant of an Option in accordance with the terms of the New Share Option Scheme or (in case of an Eligible Person being an individual and where the context so permits) the legal personal representative(s) entitled to any such Option in consequence of the death of the Eligible Person
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong Dollars
“Latest Practicable Date”	24 July 2013, being the latest practicable date prior to the printing of this circular for ascertaining certain information contained herein
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange as amended from time to time
“New Share Option Scheme”	the new share option scheme to be adopted by the Company pursuant to the ordinary resolution as set out in the Notice of AGM
“Non-Executive Director Retirement”	a non-executive director of the Company who retires pursuant to the provisions of the Company’s articles of association (as amended from time to time) and who notifies the Company that he is not offering himself up for re-election at the Company’s annual general meeting
“Offer Date”	the date of the Board resolution approving the grant of Options, which must be a Business Day
“Option”	an option to subscribe for Shares granted pursuant to the New Shares Option Scheme
“Option Period”	in respect of any particular Option, such period as the Board may in its absolute discretion determine, save that such period shall not be longer than 10 years commencing on the date of grant of an Option

“Option Shares”	Shares to which any particular Option relates
“Share(s)”	ordinary share(s) of HK\$0.01 each in the share capital of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Subscription Price”	the price per Share at which a Grantee may subscribe for Shares on the exercise of an Option pursuant to the terms of the New Share Option Scheme
“Substantial Shareholder”	shall have the meaning ascribed to it under the Listing Rules
“Takeovers Code”	the Code on Takeovers and Mergers approved by the Securities and Futures Commission from time to time
“The Stock Exchange”	The Stock Exchange of Hong Kong Limited

(2) Purpose of the New Share Option Scheme/Eligibility

- (i) The purpose of the New Share Option Scheme is to motivate Eligible Persons to optimise their future contributions to the Group and/or to reward them for their past contributions, to attract and retain or otherwise maintain on-going relationships with such Eligible Persons who are significant to and/or whose contributions are or will be beneficial to the performance, growth or success of the Group, and additionally in the case of Executives, to enable the Group to attract and retain individuals with experience and ability and/or to reward them for their past contributions.
- (ii) Subject to the terms of the New Share Option Scheme, the Board shall be entitled at any time during the life of the New Share Option Scheme to offer the grant of any Option to any Eligible Person as the Board may in its absolute discretion select.
- (iii) The basis of eligibility shall be determined by the Board from time to time.

(3) Grant of Options

- (i) Subject to the provisions of the New Share Option Scheme, the Board may in its absolute discretion when offering the grant of an Option impose any conditions, restrictions or limitations in relation thereto in addition to those

set forth in the New Share Option Scheme as the Board may think fit (to be stated in the letter containing the offer of the grant of the Option) including (without prejudice to the generality of the foregoing) qualifying and/or continuing eligibility criteria, conditions, restrictions or limitations relating to the achievement of performance, operating or financial targets by the Company and/or the Grantee, the satisfactory performance or maintenance by the Grantee of certain conditions or obligations or the time or period when the right to exercise the Option in respect of all or some of the Option Shares shall vest.

- (ii) The amount payable upon the acceptance of an Option is HK\$1.00.
- (iii) The period within which an Option must be exercised shall be such period as the Board may in its absolute discretion determine at the time of grant, save that such period shall not be more than 10 years commencing on the date of grant of an Option.

(4) Grant of Options to connected persons

- (i) Any granted of Options under the New Share Option Scheme to a director, chief executive (other than a proposed director or a proposed chief executive of the Company) or substantial shareholder of the Company or any of their respective associates must be approved by independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options).
- (ii) In the event of any change in the terms of Options granted to a substantial shareholder or an independent non-executive Director or any of their respective associates; or where any grant of Options to substantial shareholder 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:
 - (a) representing in aggregate over 0.1% of the Shares in issue; and
 - (b) having an aggregate value, based on the closing price of the Shares at the date of each grant, in excess of HK\$5,000,000.

such further grant of options must be approved by the Shareholders. The Company must send a circular to the Shareholders. All connected persons of the Company must abstain from voting at such 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 meeting to approve the grant of such options must be taken on a poll.

(5) Subscription Price

The Subscription Price in respect of any particular Option shall be such price as the Board may in its absolute discretion determine at the time of grant of the relevant Option (and shall be stated in the letter containing the offer of the grant of the Option) but the Subscription Price shall not be less than whichever is the highest of:

- (i) the nominal value of a Share;
- (ii) the closing price of the Shares as stated in Stock Exchange's daily quotations sheet on the Offer Date; and
- (iii) the average of the closing prices of the Shares as stated in Stock Exchange's daily quotations sheet for the five Business Days immediately preceding the Offer Date.

The Subscription Price shall also be subject to adjustment in accordance with paragraph (8). The full amount of the Subscription Price must be paid upon exercise of an Option.

(6) Maximum number of Shares

- (i) Upon adoption of the New Share Option Scheme by the Company at the AGM, the maximum number of Shares which may be issued upon exercise of all options to be granted under the New Share Option Scheme (and under any other share option scheme) shall not in aggregate exceed 10 per cent of the Shares in issue as at the Adoption Date (the "Scheme Mandate Limit"); provided that the Company may at any time as the Board may think fit seek approval from its shareholders to refresh the Scheme Mandate Limit, save that the maximum number of Shares which may be issued upon exercise of all options to be granted under the New Share Option Scheme (and under any other share option scheme) shall not exceed 10 per cent of the Shares in issue as at the date of approval by the shareholders of the Company in general meeting where such limit is refreshed. Options previously granted under the New Share Option Scheme and any other share option scheme (including those outstanding, cancelled, and lapsed in accordance with the terms of the New Share Option Scheme or any other share option scheme or exercised options under the said schemes) shall not be counted for the purpose of calculating the limit as refreshed. The Company shall send to its shareholders a circular containing the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules. In addition, the Company may seek separate approval from its shareholders in general meeting for granting Options beyond the Scheme Mandate Limit, provided that the Options in excess of the Scheme Mandate Limit are granted only to the Eligible Persons specified by the Company before such approval is sought and

for whom specific approval is obtained. The Company shall issue a circular to its shareholders containing the information required under Rule 17.03(3) of the Listing Rules.

- (ii) Notwithstanding paragraph 6(i), the maximum number of Shares which may be issued upon exercise of all outstanding options granted and yet to be exercised under the New Share Option Scheme (and under any other share option scheme) shall not exceed 30 per cent. of the Shares in issue from time to time.
- (iii) The maximum number of Shares issued and to be issued upon exercise of the Options granted to any one Eligible Person (including exercised and outstanding Options) in any 12-month period shall not exceed one per cent. of the Shares in issue from time to time. Where any further grant of Options to such an Eligible Person would result in the Shares issued and to be issued upon exercise of all Options granted and to be granted to such Eligible Person (including exercised, cancelled and outstanding Options) in the 12-month period up to and including the date of such further grant representing in aggregate over one per cent. of the Shares in issue, such further grant shall be separately approved by the shareholders of the Company in general meeting with such Eligible Person and his Associates abstaining from voting. The Company shall send a circular to its shareholders disclosing the identity of the Eligible Person, the number and terms of the Options to be granted (and Options previously granted) to such Eligible Person, and containing the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules. The number and terms (including the Subscription Price) of the Options to be granted to such Eligible Person must be fixed before the approval of the Company's shareholders and the date of the Board meeting proposing such grant shall be taken as the Offer Date for the purpose of calculating the Subscription Price of those Options.
- (iv) The maximum numbers set out in paragraphs (6)(i) to (iii) shall be subject to adjustment in accordance with paragraph (8) below but shall not in any event exceed the limits imposed by the Listing Rules.

(7) Rights are personal to Grantee

An Option is personal to the Grantee and is not transferable.

(8) Effects of alterations to capital

In the event of a capitalisation issue, rights issue, consolidation, subdivision or reduction of the share capital of the Company while any Option may become or remains exercisable, the Board may, if it considers the same to be appropriate, direct that adjustments be made to the maximum number of Shares subject to the New Share Option Scheme and/or the number of Shares subject to any Option so far as unexercised and/or the Subscription Price. Where the Board determines that such adjustments are appropriate (other than an adjustment arising from a capitalisation issue), the auditors or the independent financial adviser (as the Board may select) shall certify in writing to the Board that any such adjustments are in their opinion fair and reasonable. Any such adjustments shall be made on the basis that the aggregate Subscription Price payable by the Grantee on the full exercise of any Option is to remain as nearly as practicable the same as (but shall not be greater than) it was before such event. No such adjustment shall be made the effect of which would be to enable a Share to be issued at less than its nominal value and any such adjustment shall be made on the basis that the proportion of the issued share capital of the Company for which any Grantee is entitled to subscribe pursuant to the Options held by him shall remain the same as it was before such event. The issue of securities as consideration in a transaction shall not be regarded as a circumstance requiring an adjustment.

(9) Rights on death/disability/retirement/transfer of employment

If the Grantee dies or becomes permanently disabled before exercising an Option (or exercising it in full), he (or his legal representative(s)) may exercise the Option up to the Grantee's entitlement (to the extent not already exercised) within a period of 12 months following his death or permanent disability or such longer period as the Board may determine. In the event of the Grantee ceasing to be an Executive or an employee by reason of his retirement pursuant to such retirement scheme applicable to the Group at the relevant time, his Option (to the extent not already exercised) shall be exercisable until the expiry of the relevant Option Period. In the event of the Grantee ceasing to be an Executive or an employee by reason of his transfer of employment to an Affiliate Company, his Option (to the extent not already exercised) shall be exercisable until the expiry of the relevant Option Period unless the Board in its absolute discretion otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board has determined.

(10) Rights on ceasing employment

In the event of the Grantee ceasing to be an employee for any reason (including his employing company ceasing to be a member of the Group) other than his death, permanent disability, retirement pursuant to such retirement scheme applicable to the Group at the relevant time or the transfer of his employment to an Affiliate Company or the termination of his employment with the relevant member of the Group by resignation or Culpable Termination, the Option (to the extent not already exercised) shall lapse on the date of cessation of such employment and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such cessation.

In the event of the Grantee ceasing to be an employee by reason of the termination of his employment by resignation or Culpable Termination, the Option (to the extent not already exercised) shall lapse on the date on which the notice of termination is served (in the case of resignation) or the date on which the Grantee is notified of the termination of his employment (in the case of Culpable Termination) and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such service or notification. A resolution of the Board resolving that the employee's Option has lapsed pursuant to this sub-paragraph shall be final and conclusive.

(11) Rights on ceasing to hold executive post/office

If (i) a Grantee being an executive director of the Company ceases to be an Executive but remains a non-executive director, his Option (to the extent not already exercised) shall be exercisable until the expiry of the relevant Option Period unless the Board in its absolute discretion otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board has determined; or (ii) a Grantee being a non-executive director of the Company ceases to be a director (aa) by reason of Non-Executive Director Retirement, his Option (to the extent not already exercised) shall be exercisable until the expiry of the relevant Option Period unless the Board in its absolute discretion otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board has determined; or (ab) for reasons other than Non-Executive Director Retirement, his Option (to the extent not already exercised) shall lapse on the date of cessation of such appointment and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such cessation.

(12) Rights on ceasing to be an Eligible Person

If (i) the Board in its absolute discretion at any time determines that a Grantee has ceased to be an Eligible Person; or (ii) a Grantee has failed to or no longer satisfies or complies with such criteria or terms and conditions that may be attached to the grant of the Option or which were the basis on which the Option was granted, the Option (to the extent not already exercised) shall lapse on the date on which the Grantee is notified thereof (in the case of (i)) or on the date on which the Grantee has failed to or no longer satisfies or complies with such criteria or terms and conditions as aforesaid (in the case of (ii)) and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such notification or the date of such failure/non-satisfaction/non-compliance. In the case of (i), a resolution of the Board resolving that the Grantee's Option has lapsed pursuant to this sub-paragraph shall be final and conclusive.

(13) Rights on liquidation, breach etc.

If a Grantee (being a corporation) (i) has a liquidator or receiver appointed in respect of the whole or any part of the assets or undertaking of the Grantee; or (ii) has suspended ceased or threatened to suspend or cease business; or (iii) is unable to pay its debts; or (iv) otherwise becomes insolvent; or (v) suffers a change in its constitution, management, directors or shareholding which in the opinion of the Board is material; or (vi) commits a breach of any contract entered into between the Grantee or his Associate and any member of the Group, the Option (to the extent not already exercised) shall lapse on the date of appointment of the liquidator or receiver or on the date of suspension or cessation of business or on the date when the Grantee is deemed to be unable to pay its debts as aforesaid or on the date of notification by the Company that the said change in constitution, management, directors or shareholding is material or on the date of the said breach of contract (as the case may be) and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such occurrence. A resolution of the Board resolving that the Grantee's Option has lapsed pursuant to this sub-paragraph by reason of breach of contract as aforesaid shall be final and conclusive.

If a Grantee (being an individual) (i) is unable or has no reasonable prospects of being able to pay his debts within the meaning of the Bankruptcy Ordinance or any other applicable law or has otherwise become insolvent; or (ii) has made any arrangement or composition with his creditors generally; or (iii) has been convicted of any criminal offence involving his integrity or honesty; or (iv) commits a breach of any contract entered into between the Grantee or his Associate and any member of the Group, the Option (to the extent not already exercised) shall lapse on the date on which he is deemed unable or to have no reasonable prospects of being able to pay his debts as aforesaid or on the date on which a petition for bankruptcy has been presented in any jurisdiction or on the date on which he enters into the said arrangement or composition with his creditors or on the

date of his conviction or on the date of the said breach of contract (as the case may be) and not be exercisable unless the Board otherwise determines in which event the Option (or such remaining part thereof) shall be exercisable within such period as the Board may in its absolute discretion determine following the date of such occurrence. A resolution of the Board resolving that the Grantee's Option has lapsed pursuant to this sub-paragraph for breach of contract as aforesaid shall be final and conclusive.

(14) Rights on a Takeover

If a general offer, whether by way of takeover offer, share-repurchase offer or scheme of arrangement or otherwise in like manner is made to all the holders of Shares and Options (or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror), and the offer becomes or is declared unconditional in all respects, the option holder shall be entitled to exercise the Option (to the extent not already exercised) at any time within one month (or such longer period as the Board shall decide) after the date on which the offer becomes or is declared unconditional. Subject to the above, an Option will lapse automatically (to the extent not already exercised) on the date which offer closes.

(15) Rights on compromise, arrangement with creditors etc.

If a compromise or arrangement between the Company and its members or creditors is proposed for the purpose of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company, the Company shall give notice thereof to the Grantees who have Options unexercised at the same time as it despatches notices to all members or creditors of the Company summoning the meeting to consider such a compromise or arrangement and thereupon each Grantee (or his legal representatives or receiver) may until the expiry of the earlier of: (i) the Option Period; (ii) the period of two months from the date of such notice; or (iii) the date on which such compromise or arrangement is sanctioned by the court, exercise in whole or in part his Option. Except insofar as exercised in accordance with this provision, all Options outstanding at the expiry of the relevant period referred to in this provision shall lapse. The Company may thereafter require each Grantee to transfer or otherwise deal with the Shares issued on exercise of the Option to place the Grantee in the same position as would have been the case had such Shares been the subject of such compromise or arrangement.

(16) Rights on a Voluntary Winding up

In the event of an effective resolution being passed for the voluntary winding-up of the Company, and if the Grantee immediately prior to such event had any subsisting Option which had not been fully exercised, the Grantee may, by notice in writing to the Company within one month after the date of such resolution, elect to be treated as if the Option had been exercised immediately before the passing of such resolution either to its full extent or to the extent specified in such notice, and shall accordingly be entitled to receive out of the assets available in the liquidation, *pari passu* with the holders of Shares, such sum as would have been received in respect of the Shares the subject of such election, reduced by an amount equal to the aggregate Subscription Price which would otherwise have been payable in respect thereof.

(17) Rights attaching to Shares upon exercise of an Option

The Shares to be allotted upon the exercise of an Option shall be subject to all the provisions of the memorandum of association and articles of association of the Company and the laws of Hong Kong in force from time to time and shall rank *pari passu* in all respects with the then existing fully-paid Shares in issue on the date of allotment, and accordingly shall entitle the holders to participate in all dividends or other distributions paid or made on or after the date of allotment, other than any dividend or other distributions previously declared or recommended or resolved to be paid or made if the record date therefor is before the date of allotment.

(18) Lapse of Options

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

- (i) the expiry of the Option Period;
- (ii) the expiry of any of the periods referred to in paragraphs (9) to (16);
- (iii) (subject to paragraph (16)) the date of the commencement of the winding-up of the Company;
- (iv) there is an unsatisfied judgment, order or award outstanding against the Grantee or the Board has reason to believe that the Grantee is unable to pay or to have no reasonable prospect of being able to pay his/its debts;
- (v) there are circumstances which entitle any person to take any action, appoint any person, commence proceedings or obtain any order of the type mentioned in paragraph (13) or (18) (iv); or
- (vi) a bankruptcy order has been made against any director or shareholder of the Grantee (being a corporation) in any jurisdiction.

(19) Cancellation of Options

The Board shall be entitled for the following causes to cancel any Option in whole or in part by giving notice in writing to the Grantee stating that such Option is thereby cancelled with effect from the date specified in such notice (the "Cancellation Date"):

- (i) the Grantee commits or permits or attempts to commit or permit a breach of paragraph (7) or any terms or conditions attached to the grant of the Option;
- (ii) the Grantee makes a written request to the Board for the Option to be cancelled; or

- (iii) if the Grantee has, in the opinion of the Board, conducted himself in any manner whatsoever to the detriment of or prejudicial to the interests of the Company or a Subsidiary.

The Option shall be deemed to have been cancelled with effect from the Cancellation Date in respect of any part of the Option which has not been exercised as at the Cancellation Date. No compensation shall be payable upon any such cancellation, provided that the Board shall be entitled in its discretion to pay such compensation to the Grantee in such manner as it may consider appropriate in any particular case.

(20) Period of New Share Option Scheme/Termination

The New Share Option Scheme shall be valid and effective for a period of 10 years commencing on the Adoption Date, provided that the Company may by resolution in general meeting at any time terminate the operation of the New Share Option Scheme. Upon the expiry or termination of the New Share Option Scheme as aforesaid, no further Options shall be offered but the provisions of the New Share Option Scheme shall remain in force and effect in all other respects. All Options granted prior to such expiry or termination (as the case may be) and not then exercised shall continue to be valid and exercisable subject to and in accordance with the New Share Option Scheme.

(21) Alteration of New Share Option Scheme

The New Share Option Scheme may be altered in any respect by a resolution of the Board except that the following shall not be carried out except with the prior sanction of an ordinary resolution of the shareholders of the Company in general meeting:

- (i) any material alteration to its terms and conditions or any change to the terms of Options granted (except where the alterations take effect automatically under the existing terms of the New Share Option Scheme);
- (ii) any alteration to the provisions of the New Share Option Scheme in relation to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Grantees; and
- (iii) any alteration to this paragraph (21).

provided always that the amended terms of the New Share Option Scheme shall comply with the applicable requirements of the Listing Rules.

(22) Administration of the New Share Option Scheme

- (i) The New Share Option Scheme shall be subject to the administration of the Board whose decision on all matters arising in relation to this New Share Option Scheme or its interpretation or effect shall (save as otherwise provided in the New Share Option Scheme) be final and binding on all parties.
- (ii) The Board may delegate any or all of its powers in relation to the New Share Option Scheme to any of its committees.

(23) Conditions precedent

The New Share Option Scheme shall come into effect on the Adoption Date upon the fulfilment of the following conditions:

- (i) the approval of the shareholders of the Company for the adoption of the New Share Option Scheme; and
- (ii) the approval of the Stock Exchange for the listing of, and permission to deal in, the Shares in the Company to be issued and allotted pursuant to the exercise of the Options in accordance with the terms and conditions of the New Share Option Scheme.