

UNDERWRITING

UNDERWRITERS

Public Offer Underwriters

Sole Bookrunner and Lead Manager

Taifook Securities Company Limited

Co-lead Manager

Oriental Patron Securities Limited

Other Public Offer Underwriters

Access Capital Limited

China Merchants Securities (HK) Co., Limited

Piper Jaffray Asia Securities Limited

Somerley Limited

UNDERWRITING ARRANGEMENTS AND EXPENSES

Underwriting arrangements

The Public Offer is fully underwritten by the Public Offer Underwriters and the Placing is expected to be fully underwritten by the Placing Underwriters, in each case on a several basis. The Public Offer Underwriting Agreement was entered into on 7 December 2009 and in connection with the Placing, the Company expects to enter into the Placing Underwriting Agreement with, among others, the Placing Underwriters. The Public Offer Underwriting Agreement is conditional upon (among other things) the Placing Underwriting Agreement being entered into, and the respective Underwriting Agreements are expected to be inter-conditional.

The Public Offer Underwriting Agreement

Under the Public Offer Underwriting Agreement, the Company has agreed to offer the Public Offer Shares to the public in Hong Kong for subscription on and subject to the terms and conditions of this prospectus and the Application Forms.

Pursuant to the Public Offer Underwriting Agreement, and conditional upon, *inter alia*, the Listing Committee granting or agreeing to grant (subject to allotment) listings of, and permission to deal in, the Shares, in issue and to be issued as mentioned in this prospectus subject to such customary conditions that may be imposed by the Stock Exchange and certain other conditions including the Offer Price being determined by our Company and the Lead Manager (for itself and on behalf of the Underwriters) by entering into the Price Determination Agreement on or before the Price Determination Date, the Public Offer Underwriters have severally agreed to subscribe or procure subscribers to subscribe for, on the terms and conditions of this prospectus and the Application Forms, the Public Offer Shares which are not taken up under the Public Offer.

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Grounds for termination by the Public Offer Underwriters

The Lead Manager (for itself and on behalf of the Public Offer Underwriters) is entitled to terminate the Public Offer Underwriting Agreement by giving written notice before 8:00 a.m. (Hong Kong time) on the Listing Date (“**Termination Time**”) to our Company if certain events, including the following events, shall occur prior to the Termination Time:

- (a) there comes to the notice of any of the Sponsor, the Lead Manager or any of the Public Offer Underwriters of any matter or event showing any of the representations, warranties or undertakings contained in the Public Offer Underwriting Agreement to be untrue, inaccurate or misleading in any respect when given or repeated or there has been a breach of any of the warranties or any other obligations imposed on any party to the Public Offer Underwriting Agreement (other than those undertaken by the Public Offer Underwriters, the Sponsor and/or the Lead Manager) which, in any such cases, is considered, in the sole and absolute opinion of the Lead Manager (on behalf of the Public Offer Underwriters), to be material in the context of the Share Offer; or
- (b) any statement contained in this prospectus or the Application Forms has become or been discovered to be untrue, incorrect or misleading in any material respect; or
- (c) any event, series of events, matters or circumstances occurs or arises on or after the date of the Public Offer Underwriting Agreement and before the Termination Time, being events, matters or circumstances which, if it had occurred before the date of the Public Offer Underwriting Agreement would have rendered any of the warranties contained in the Public Offer Underwriting Agreement untrue, incorrect or misleading in any respect, and comes to the knowledge of any of the Sponsor, the Lead Manager or any of the Public Offer Underwriters and which is considered, in the sole and absolute opinion of the Lead Manager (for itself and on behalf of the Public Offer Underwriters), to be material in the context of the Share Offer; or
- (d) any matter which, had it arisen or been discovered immediately before the date of this prospectus and not having been disclosed in this prospectus, would have constituted, in the sole and absolute opinion of the Lead Manager (for itself and on behalf of the Public Offer Underwriters), a material omission in the context of the Share Offer; or
- (e) any event, act or omission which gives or is likely to give rise to any material liability of our Company or any of the Controlling Shareholders (“**Covenantors**”) and the executive Directors arising out of or in connection with any representations, warranties or undertakings contained in the Public Offer Underwriting Agreement; or

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- (f) there comes to the notice of the Sponsor, the Lead Manager or any of the Public Offer Underwriters any breach by any party to the Public Offer Underwriting Agreement (other than the Sponsor, the Lead Manager or the Public Offer Underwriters) of any provision thereof which, in the sole and absolute opinion of the Lead Manager (for itself and on behalf of the Public Offer Underwriters), is material; or
- (g) the Placing Underwriting Agreement is terminated for whatever reason; or
- (h) there shall have developed, occurred, existed or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of the Public Offer Underwriting Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:
 - (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, Mauritius, Luxembourg, the Cayman Islands, the BVI, the PRC, any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or any other jurisdiction relevant to our Group; or
 - (ii) any change in, or any event or series of events or development resulting or likely to result in any change in Hong Kong, Mauritius, Luxembourg, the Cayman Islands, the BVI, the PRC, any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or other jurisdiction relevant to the Group, the local, national, regional or international financial, currency, political, military, industrial, economic, stock market or other market conditions or prospects; or
 - (iii) any change in the conditions of Hong Kong, the US, the PRC or international equity securities or other financial markets; or
 - (iv) the imposition of any moratorium, suspension or material restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
 - (v) any change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in Hong Kong, Mauritius, Luxembourg, the Cayman Islands, the BVI, the PRC, any of the jurisdictions in which our Group operates or has or is deemed by any applicable law to have a presence (by whatever name called) or other jurisdiction relevant to our Group; or
 - (vi) any change or prospective change in the business or in the financial or trading position or prospects of any member of our Group; or

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- (vii) the imposition of economic sanction or withdrawal of trading privileges, in whatever form, by the US or by the European Union (or any member thereof) on Hong Kong or the PRC; or
- (viii) a general moratorium on commercial banking activities in the PRC, Mauritius, Luxembourg or Hong Kong declared by the relevant authorities; or
- (ix) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, economic sanctions, fire, flood, explosion, epidemic, outbreak of an infectious disease, calamity, crisis, terrorism, strike or lock-out (whether or not covered by insurance); or
- (x) any other change whether or not ejusdem generis with any of the foregoing,

which, in the sole and absolute opinion of the Lead Manager (for itself and on behalf of the Public Offer Underwriters):

- (aa) is or will be or is likely to be adverse, in any material respect, to the business, financial or trading condition or prospects of our Group taken as a whole or, in the case of sub-paragraph (v) above, on any present or prospective shareholder in his/its capacity as such shareholder of our Company (provided that this sub-paragraph shall not apply to any taxation in Luxembourg in relation to Corn Oil Luxembourg or its liquidation process); or
- (bb) has or will have or is likely to have a material adverse effect on the success of the Share Offer as a whole or the level of the Public Offer Shares being demanded, applied for or accepted, the distribution of the Public Offer Shares; or
- (cc) for any reason makes it impracticable, inadvisable or inexpedient for the Public Offer Underwriters to proceed with the Public Offer as a whole.

For the above purpose, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the US or any change of the value of Hong Kong currency under such system shall be taken as an event resulting in a change in currency conditions; and any market fluctuations, whether or not within the normal range therefor, may be considered a change of market conditions.

UNDERTAKINGS

The Controlling Shareholders have jointly and severally undertaken to the Stock Exchange, the Company, Taifook Capital and Taifook Securities (for itself and on behalf of the Underwriters) not to (except pursuant to the Share Offer and the over-allotment option, or in connection with the Stock Borrowing Agreement) dispose of their interest in our Company during certain period. Details of such non-disposal undertaking are set out in the paragraph headed "Restrictions on disposal of Shares" in the section headed "Persons having notifiable interests under the SFO" in this prospectus.

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Pursuant to the Public Offer Underwriting Agreement, each of the Covenantors (except for Corn Oil Luxembourg) has jointly and severally undertaken to our Company, the Sponsor, the Lead Manager and the Public Offer Underwriters that:

- (a) he/it shall not, and shall procure that the relevant registered holder(s) shall not, except pursuant to the Share Offer and the Over-allotment Option, or the Stock Borrowing Agreement, dispose of or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of those securities of our Company in respect of which he/it is shown by this prospectus to be the beneficial owner (the “**Relevant Securities**”), in the period commencing on the date by reference to which disclosure of his/its shareholding is made in this prospectus and ending on the date which is six months from the Listing Date (the “**First Lock-up Period**”);
- (b) he/it shall not, and shall procure that the relevant registered holder(s) shall not, except pursuant to the Share Offer and the Over-allotment Option, in the period of six months commencing on the date on which the First Lock-up Period expires (the “**Second Lock-up Period**”), dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of the Relevant Securities, if immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, they would cease to be controlling shareholders (as defined in the Listing Rules) of our Company; and
- (c) within the period commencing on the date by reference to which disclosure of his/its shareholding is made in this prospectus and ending on the date which is twelve months from the Listing Date, he/it shall:
 - (i) when he/it pledges or charges any securities beneficially owned by him/it in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan, immediately inform our Company of such pledge or charge together with the number of the securities so pledged or charged; and
 - (ii) when he/it receives any indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged securities will be disposed of, immediately inform our Company of such indications.

Pursuant to the Public Offer Underwriting Agreement and subject to the winding-up procedures pursuant to the Companies Acts of Luxembourg, Corn Oil Luxembourg has undertaken to our Company, the Sponsor, the Lead Manager and the Public Offer Underwriters that:

- (a) it shall not, and shall procure that the relevant registered holder(s) shall not, except pursuant to the Share Offer and the Over-allotment Option, or the Stock Borrowing Agreement, dispose of or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of the Relevant Securities, in the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ending on the First Lock-up Period;

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- (b) it shall not, and shall procure that the relevant registered holder(s) shall not, except pursuant to the Share Offer and the Over-allotment Option, in the Second Lock-up Period, dispose of, or enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of any of the Relevant Securities, if immediately following such disposal or upon the exercise or enforcement of such options, rights, interests or encumbrances, it would cease to be a controlling shareholder (as defined in the Listing Rules) of our Company; and
- (c) within the period commencing on the date by reference to which disclosure of its shareholding is made in this prospectus and ending on the date which is twelve months from the Listing Date, it shall:
 - (i) when it pledges or charges any securities beneficially owned by it in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong) for a bona fide commercial loan, immediately inform our Company of such pledge or charge together with the number of the securities so pledged or charged; and
 - (ii) when it receives any indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged securities will be disposed of, immediately inform our Company of such indications,

provided that the distribution of the Relevant Securities by Corn Oil Luxembourg pursuant to its winding up process shall not be a breach of this undertaking.

Our Company has undertaken to and covenanted with the Sponsor, the Lead Manager and the Public Offer Underwriters that, and each of the Controlling Shareholders and our executive Directors have jointly and severally undertaken and covenanted with the Sponsor, the Lead Manager and the Public Offer Underwriters to procure that, without the prior written consent of the Sponsor (for itself and on behalf of the Lead Manager and the Public Offer Underwriters), and subject always to the requirements of the Stock Exchange, save for the Offer Shares, the Over-allotment Shares upon the exercise of the Over-allotment Option by the Lead Manger, the grant of any options under the Share Option Scheme, and any Shares which may fall to be issued pursuant to the exercise of any options which may be granted under the Share Option Scheme, or by way of scrip dividend schemes or similar arrangements in accordance with the articles of association of our Company, neither our Company nor any of its subsidiaries shall:

- (a) allot and issue or agree to allot and issue any shares in our Company or any subsidiary of our Company or grant or agree to grant any options, warrants or other rights carrying any rights to subscribe for or otherwise acquire any securities of our Company or any subsidiary of our Company during the First Lock-up Period; or

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- (b) allot and issue or agree to allot and issue any of the Shares or other interests referred to in (a) above during the Second Lock-up Period if, immediately following such allotment and issue, the Controlling Shareholders taken together with the other of them would cease to be a controlling shareholder (as defined in the Listing Rules) of our Company or the single largest shareholder of our Company; or
- (c) during the First Lock-up Period purchase any Shares or securities of our Company.

Commission and expenses

Pursuant to the terms of the Public Offer Underwriting Agreement, the Company has agreed to pay the Public Offer Underwriters and, in the case of the Placing Underwriting Agreement, the Company will agree to pay the Placing Underwriters an underwriting commission of 2.5% of the aggregate Offer Price payable for the Offer Shares, out of which they will (as the case may be) pay any sub-underwriting commissions. In addition, the Sponsor will receive advisory and documentation fees for acting as the Sponsor to the Share Offer. Assuming the Over-allotment Option is not exercised, based on an Offer Price of HK\$3.21 (being the mid-point of the indicative Offer Price range of HK\$2.57 per Offer Share and HK\$3.85 per Offer Share), the aggregate underwriting commission and fees, together with the Stock Exchange listing fee, legal and other professional fees, applicable printing and other expenses relating to the Share Offer that are payable by our Company are estimated to be approximately HK\$35.9 million in total.

Public Offer Underwriters' interests in our Company

Save for their respective obligations and interests under the Public Offer Underwriting Agreement as disclosed above and the proposed appointment of the Sponsor as compliance officer of our Company, none of the Public Offer Underwriters has any shareholding interest in our Company or any member of the Group or has any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in our Company and any member of our Group.