

**EXECUTION COPY**

**DATE: 19 JULY 2021**

**TONGDA GROUP HOLDINGS LIMITED**  
**(as the Company)**

**and**

**SINOMAX SECURITIES LIMITED**  
**(as the Underwriter)**

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**UNDERWRITING AGREEMENT**

relating to a rights issue of  
3,239,752,548 Rights Shares in  
Tongda Group Holdings Limited  
at HK\$0.232 per Rights Share payable in full on application in the proportion of  
one (1) Rights Share for every two (2) Shares held on the Record Date

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**Michael Li & Co.**  
**19/F, Prosperity Tower**  
**39 Queen's Road Central**  
**Central, Hong Kong**  
**(Ref: CCL/DC/KLO/KC/2115885)**

**THIS AGREEMENT IS DATED 19 JULY 2021**

**BETWEEN:**

- (1) **TONGDA GROUP HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability and having its registered office at Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681GT, George Town, Grand Cayman, Cayman Islands and its head office and principal place of business in Hong Kong at Room 1201-02, 12th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong (the “**Company**”); and
- (2) **SINOMAX SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability, having its registered office at Flat 2705-06, 27/F, Tower One, Lippo Centre, 89 Queensway, Hong Kong (the “**Underwriter**”).

**WHEREAS:**

- (A) The Company is incorporated with limited liability in the Cayman Islands whose issued Shares are listed on Main Board of the Stock Exchange. As at the date of this Agreement, the Company has an authorised share capital of HK\$200,000,000 divided into 20,000,000,000 Shares of HK\$0.01 each, of which 6,479,505,097 Shares are issued and are fully paid or credited as fully-paid.
- (B) As at the date of this Agreement, there are no Share Option nor outstanding derivatives, options, warrants or securities in issue which confer any rights to subscribe for, convert or exchange into Shares.
- (C) As at the date hereof, Landmark Worldwide Holdings Limited (“**Landmark Worldwide**”), a company incorporated in the British Virgin Islands with limited liability, holds 1,583,500,000 Shares. Landmark Worldwide is beneficially owned as to 25% by each of Mr. Wong Ah Yu, Mr. Wang, Mr. Wong Ah Yeung and Mr. Wang Ya Hua. Landmark Worldwide has irrevocably undertaken to the Company and the Underwriter that:
  - (i) it will subscribe for 791,750,000 Rights Shares (as defined below) which comprise the full acceptance of its provisional entitlement in respect of the 1,583,500,000 Shares beneficially held by it;
  - (ii) it will not dispose of any of the 1,583,500,000 Shares comprising the current shareholding in the Company owned by Landmark Worldwide, and such Shares will remain beneficially owned by it up to and including the Record Date (as defined below); and
  - (iii) it will lodge or procure the acceptance of the 791,750,000 Rights Shares, which will be the number of Rights Shares provisionally allotted to it nil-paid under the Rights Issue, with the Registrar (as defined below), with payment in full therefor, by no later than 4:00 p.m. at the Latest Time for Acceptance (as defined below) or otherwise in accordance with the instructions set out in the Prospectus Documents (as defined below).

- (D) As at the date hereof, E-Growth Resources Limited (“**E-Growth Resources**”), a company incorporated in the British Virgin Islands with limited liability, holds 296,000,000 Shares. E-Growth Resources is beneficially owned by Mr. Wang. E-Growth Resources has irrevocably undertaken to the Company and the Underwriter that:
- (i) it will subscribe for 148,000,000 Rights Shares which comprise the full acceptance of its provisional entitlement in respect of the 296,000,000 Shares beneficially held by it;
  - (ii) it will not dispose of any of the 296,000,000 Shares comprising the current shareholding in the Company owned by E-Growth Resources, and such Shares will remain beneficially owned by it up to and including the Record Date; and
  - (iii) it will lodge or procure the acceptance of the 148,000,000 Rights Shares, which will be the number of Rights Shares provisionally allotted to it nil-paid under the Rights Issue, with the Registrar, with payment in full therefor, by no later than 4:00 p.m. at the Latest Time for Acceptance or otherwise in accordance with the instructions set out in the Prospectus Documents.
- (E) As at the date hereof, each of Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua (collectively, the “**Wong Brothers**”) holds 460,930,000 Shares, 96,460,000 Shares, 119,300,000 Shares and 91,220,000 Shares respectively. Each of Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua has irrevocable undertaken to the Company and the Underwriter that:
- (i) each of Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua will subscribe for 230,465,000 Rights Shares, 48,230,000 Rights Shares, 59,650,000 Rights Shares and 45,610,000 Rights Shares respectively which comprise the full acceptance of his provisional entitlement in respect of the 460,930,000 Shares, 96,460,000 Shares, 119,300,000 Shares and 91,220,000 Shares beneficially held by Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua respectively;
  - (ii) each of Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua will not dispose of any of the 460,930,000 Shares, 96,460,000 Shares, 119,300,000 Shares and 91,220,000 Shares respectively comprising the current shareholding in the Company owned by him, and such Shares will remain beneficially owned by Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua up to and including the Record Date; and
  - (iii) each of Mr. Wang, Mr. Wong Ah Yu, Mr. Wong Ah Yeung and Mr. Wang Ya Hua will lodge or procure the acceptance of the 230,465,000 Rights Shares, 48,230,000 Rights Shares, 59,650,000 Rights Shares and 45,610,000 Rights Shares respectively, which will be the number of Rights Shares provisionally allotted to him nil-paid under the Rights Issue, with the Registrar, with payment in full therefor, by no later than 4:00 p.m. at the Latest Time for Acceptance or otherwise in accordance with the instructions set out in the Prospectus Documents.
- (F) The Company has determined by resolution of its Board to offer, subject to the fulfilment of the Conditions Precedent (as defined below), 3,239,752,548 Rights Shares

for subscription by the Qualifying Shareholders (as defined below) by way of the Rights Issue, on the basis of one (1) Rights Share for every two (2) Shares held on the Record Date, at the Subscription Price (as defined below) payable in full on application and otherwise on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents.

- (G) Subject to and upon the terms and conditions hereinafter appearing, the Underwriter has agreed to fully underwrite the Underwritten Shares (as defined below).

**NOW IT IS HEREBY AGREED** as follows:

## **1. DEFINITIONS**

1.1. In this Agreement (including the Recitals hereto), unless the context otherwise requires, the following expressions have the following meanings:

<b>"Announcement"</b>	the announcement to be made by the Company regarding, among other things, the Rights Issue substantially in the form of the draft announcement annexed hereto (subject to such amendments as the Company and the Underwriter may agree)
<b>"associate(s)"</b>	has the meaning ascribed thereto in the Listing Rules
<b>"Audited Accounts Date"</b>	31 December 2020
<b>"Board"</b>	the board of Directors
<b>"business day"</b>	any day (excluding a Saturday, a Sunday, a public holiday and any day on which a tropical cyclone warning no.8 or above or a "black" rainstorm warning signal is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
<b>"CCASS"</b>	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
<b>"ChinaClear"</b>	China Securities Depository and Clearing Corporation Limited
<b>"Companies Ordinance"</b>	the Companies Ordinance, Chapter 622 of the Laws of Hong Kong (as amended from time to time)
<b>"Companies (Winding Up and Miscellaneous Provisions)"</b>	the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong (as amended from time to time)

**Provisions)  
Ordinance”**

**"Complying  
Applications"**

valid applications under the PALs and EAFs made in accordance with the terms of the Prospectus Documents together with cheques or cashier's orders or other remittances for the full amount payable in respect of the Rights Shares being applied for under such PALs and EAFs which are honoured on first or, at the discretion of the Underwriter, subsequent presentation

**"Conditions  
Precedent"**

the conditions set out in Clause 2.1

**"Directors"**

directors of the Company for the time being

**"EAF(s)"**

the form(s) of application for use by the Qualifying Shareholders (other than the PRC Southbound Trading Investors) who wish to apply for excess Rights Shares, which shall be in the agreed form

**"E-Growth  
Undertaking"**

an irrevocable undertaking dated 19 July 2021 given by E-Growth Resources in favour of the Company and the Underwriter as described in the Announcement and Recital (D) of this Agreement

**"Group"**

the Company and its subsidiaries

**"Hong Kong"**

the Hong Kong Special Administrative Region of the People's Republic of China

**"Irrevocable  
Undertakings"**

collectively, the Landmark Undertaking, the E-Growth Resources Undertakings and the Wong Brothers' Undertakings

**"Landmark  
Undertaking"**

an irrevocable undertaking dated 19 July 2021 given by Landmark Worldwide in favour of the Company and the Underwriter as described in the Announcement and Recital (C) of this Agreement

**"Latest Lodging  
Time"**

being 4:00 p.m. on Friday, 13 August 2021 or such other time and/or date as may be agreed between the Underwriter and the Company as the latest time for lodging transfer of the Shares in order to qualify for the Rights Issue

**"Latest Time for  
Acceptance"**

4:00 p.m. on Monday, 6 September 2021 or such other time and/or date as may be agreed between the Underwriter and the Company, being the latest time for acceptance of, and payment for, the Rights Shares as described in the Prospectus

<b>"Latest Time for Termination"</b>	4:00 p.m. on the first (1 <sup>st</sup> ) business day after the Latest Time for Acceptance, being the latest time to terminate this Agreement
<b>"Listing Rules"</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>"Mr. Wang"</b>	Mr. Wang Ya Nan, being an executive Director and a substantial shareholder
<b>"Non-Qualifying Shareholders"</b>	those Overseas Shareholders to whom the Company considers it necessary or expedient not to offer the Rights Shares based on the enquiry made pursuant to Clause 4.5
<b>"Overseas Shareholders"</b>	Shareholders with registered addresses (as shown in the register of members of the Company on the Record Date) which are outside Hong Kong
<b>"PAL(s)"</b>	the provisional allotment letter(s) for the Rights Shares which shall be in the agreed form
<b>"PRC"</b>	the People's Republic of China, which for the purpose of this circular, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan
<b>"PRC Southbound Trading"</b>	the PRC investors who hold the shares of Hong Kong listed companies through ChinaClear as nominee under the Shanghai-Hong Kong Stock Connect and the Shenzhen-Hong Kong Stock Connect
<b>"Prospectus"</b>	the Rights Issue prospectus in the agreed form expected to be dated the Prospectus Posting Date
<b>"Prospectus Documents"</b>	the Prospectus, the PAL and the EAF
<b>"Prospectus Posting Date"</b>	Monday, 23 August 2021 or such other date as may be agreed between the Underwriter and the Company for the despatch of the Prospectus Documents
<b>"Qualifying Shareholders"</b>	Shareholders whose names appear on the register of members of the Company as at the close of business on the Record Date and are not the Non-Qualifying Shareholders
<b>"Record Date"</b>	Friday, 20 August 2021 or such other date as may be agreed between the Underwriter and the Company for the determination of the entitlements under the Rights Issue
<b>"Registrar"</b>	Union Registrars Limited of Suites 3301-04, 33/F, Two Chinachem Exchange Square, 338 King's Road, North Point,

Hong Kong, being the Company's branch share registrar and transfer office in Hong Kong

<b>"Rights Issue"</b>	the proposed offer for subscription by the Qualifying Shareholders for the Rights Shares at the Subscription Price on the terms and subject to the conditions set out in this Agreement and the Prospectus Documents and as briefly described in the Announcement
<b>"Rights Shares"</b>	3,239,752,548 Shares proposed to be offered to the Qualifying Shareholders under the Rights Issue
<b>"Settlement Date"</b>	the date being the fifth (5 <sup>th</sup> ) business day following (but excluding) the Latest Time for Termination or such other date as the Company and the Underwriter may agree
<b>"SFC"</b>	the Securities and Futures Commission of Hong Kong
<b>"Share(s)"</b>	ordinary share(s) of HK\$0.01 each in the share capital of the Company
<b>"Shareholder(s)"</b>	holder(s) of issued Share(s)
<b>"Share Option"</b>	options to subscribe Shares granted under the Share Option Scheme
<b>"Share Option Scheme"</b>	the share option scheme of the Company adopted on 25 June 2013
<b>"Specified Event"</b>	an event occurring or matter arising on or after the date hereof and prior to the Latest Time for Termination which if it had occurred or arisen before the date hereof would have rendered any of the warranties contained in Clause 10.1 untrue or incorrect in any material respect
<b>"Stock Exchange"</b>	The Stock Exchange of Hong Kong Limited
<b>"Subscription Price"</b>	the issue price of HK\$0.232 per Rights Share at which the Rights Shares are proposed to be offered for subscription
<b>"subsidiary"</b>	has the same meaning ascribed thereto in section 2 of the Companies Ordinance and " <b>subsidiaries</b> " shall be construed accordingly
<b>"Takeovers Code"</b>	the Code on Takeovers and Mergers issued by the Securities and Futures Commission in Hong Kong as amended from time to time
<b>"taken up"</b>	in relation to any Rights Shares, means those Rights Shares in respect of which Complying Applications have been received on or before the Latest Time for Acceptance and references to

"take up" shall be construed accordingly

"this Agreement"	this underwriting agreement as amended from time to time
"Underwritten Shares"	1,916,047,548 Rights Shares, being all the Rights Shares in excess of the 1,323,705,000 Rights Shares that will be provisionally allotted to and subscribed for by Landmark Worldwide, E-Growth Resources and the Wong Brothers pursuant to the Irrevocable Undertakings, which are fully underwritten by the Underwriter pursuant to the terms and conditions set out in this Agreement
"Untaken Shares"	those (if any) of the Rights Shares in respect of which Complying Applications have not been received on or before Latest Time for Acceptance
"Verification Notes"	the verification notes relating to the Prospectus to be prepared by Michael Li & Co. which shall be in the agreed form
"Wong Brothers' Undertakings"	irrevocable undertakings all dated 19 July 2021 given by the Wong Brothers in favour of the Company and the Underwriter as described in the Announcement and Recital (E) of this Agreement
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong

- 1.2. References to the singular number include the plural and vice versa and references to one gender include every gender. The clause headings in this Agreement are for convenience only and have no legal effect.
- 1.3. Any reference to a document being "**in the agreed form**" means in such form as may following the date of this Agreement be agreed between the Company and the Underwriter, both acting reasonably.
- 1.4. References to Clauses and Recitals are to clauses of and recitals to this Agreement.
- 1.5. References in this Agreement to time are to Hong Kong time.

## 2. CONDITIONS PRECEDENT

- 2.1. The Rights Issue is conditional upon:
  - (a) the delivery to the Stock Exchange for authorisation and the registration with the Registrar of Companies in Hong Kong respectively of one copy of each of the Prospectus Documents duly signed by two Directors (or by their agents duly authorised in writing) as having been approved by resolution of the Directors (and all other documents required to be attached thereto) and otherwise in compliance with the Listing Rules and the Companies



(Winding Up and Miscellaneous Provisions) Ordinance not later than the Prospectus Posting Date;

- (b) the posting of the Prospectus Documents to the Qualifying Shareholders by the Prospectus Posting Date and the posting of the Prospectus and a letter in the agreed form to the Non-Qualifying Shareholders, if any, for information purpose only explaining the circumstances in which they are not permitted to participate in the Rights Issue on or before the Prospectus Posting Date;
  - (c) the Listing Committee of the Stock Exchange granting or agreeing to grant (subject to allotment) and not having withdrawn or revoked listing of and permission to deal in the Rights Shares (in their nil-paid and fully paid forms) by no later than the business day prior to the first day of their dealings;
  - (d) this Agreement not being terminated or rescinded by the Underwriter pursuant to the terms thereof on or before the Latest Time for Termination;
  - (e) the compliance with and performance of all the undertakings and obligations of the Company under the terms of this Agreement;
  - (f) the compliance with and performance of all the undertakings and obligations of Landmark Worldwide, E-Growth Resources and the Wong Brothers under the Irrevocable Undertakings;
  - (g) there being no Specified Event occurring prior to the Latest Time for Termination;
  - (h) the Shares remaining listed on the Stock Exchange at all times prior to the Settlement Date and the listing of the Shares not having been withdrawn or the trading of the Shares not having been suspended for a consecutive period of more than 10 trading days at any time prior to the Latest Time for Acceptance; and
  - (i) compliance with the requirements under the applicable laws and regulations of Hong Kong and the Cayman Islands.
- 2.2. The Company shall use all reasonable endeavours to procure the fulfilment of all the Conditions Precedent by the Latest Time for Termination or such other date as the Company and the Underwriter may agree and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may be necessary in connection with the listing of the Rights Shares or to give effect to the Rights Issue and the arrangements contemplated in this Agreement.
- 2.3. The Company shall make an application to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the Rights Shares (in both nil-paid and fully-paid forms).
- 2.4. The Conditions Precedent, other than Clause 2.1(e) and (g) which can only be waived by the Underwriter, are incapable of being waived. If any of the Conditions Precedent is not satisfied or waived (as the case may be) by the Latest

Time for Termination or such other date as the Company and the Underwriter may agree, this Agreement shall terminate (save and except Clauses 8.2, 14 and 16 which shall remain in full force and effect) and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

### 3. PUBLICATION OF THE ANNOUNCEMENT

- 3.1. Subject to obtaining approval from the Stock Exchange (if required), the Company shall arrange for the Announcement to be published on the Stock Exchange's website and its own website as soon as reasonably practicable following the signing of this Agreement.
- 3.2. The Company shall use its reasonable endeavours to procure the posting of the Prospectus Documents to Qualifying Shareholders on or before the Prospectus Posting Date (or such other time as may be agreed between the Company and the Underwriter).

### 4. THE RIGHTS ISSUE

4.1. Subject to fulfilment of the Conditions Precedent:

- (a) the Company shall procure that the Rights Shares in nil-paid form are provisionally allotted to the Qualifying Shareholders, in the proportion of one (1) Rights Share for every two (2) Shares held on the Record Date, at the Subscription Price on the terms set out the Prospectus Documents on the basis that payment for the Rights Shares shall be made in full on application not later than the Latest Time for Acceptance;
- (b) the Company shall, on or before the Prospectus Posting Date, post the Prospectus marked "**For information only**" and a letter in agreed form explaining the circumstances in which the Non-Qualifying Shareholders are not permitted to participate in the Rights Issue, without the PAL and EAF to the Non-Qualifying Shareholders; and
- (c) the Company shall deliver to the Underwriter certified copies of the resolutions referred to in Recital (E) on or before the Prospectus Posting Date.

For the avoidance of doubt, the PRC Southbound Trading Investors may participate in the Rights Issue through ChinaClear. ChinaClear will provide nominee services for the PRC Southbound Trading Investors to subscribe for their pro-rata entitlement in respect of Shares held on the Record Date at the Subscription Price under the Rights Issue in accordance with the relevant laws and regulations.

4.2. Prior to the despatch of the Prospectus Documents pursuant to Clause 4.1(a), the Company shall deliver to the Underwriter:

- (a) the Verification Notes relating to the Prospectus duly signed by or on behalf of the Directors; and

- (b) letter(s) from the auditors or reporting accountants of the Company, as appropriate, addressed to the Company reporting on or confirming the pro forma net tangible asset value of the Group, and where necessary, sufficiency of working capital of the Group, indebtedness statement and other financial information if and as required by the Stock Exchange or the SFC to be contained in the Prospectus and consenting to the issue of the Prospectus with the inclusion of their names and the references thereto in the form and context in which they are included.
- 4.3. The Rights Shares, when allotted and issued, shall rank *pari passu* in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares, including the right to receive all dividends and distributions which may be declared, made or paid on or after such date.
- 4.4. No fractional entitlements to the Rights Shares will be issued to the Qualifying Shareholders and no entitlements of the Non-Qualifying Shareholders to the Rights Shares will be issued to the Non-Qualifying Shareholders. Qualifying Shareholders shall be entitled to apply for excess Rights Share not taken up in excess of their respective entitlements under the Rights Issue in accordance with the terms of the Prospectus and EAF(s) together with cheques or cashier's orders or other remittances for the full amount payable in respect of the Rights Shares being applied for under such EAFs which are honoured on first or, at the discretion of the Underwriter, subsequent presentation.
- 4.5. The Company shall immediately after the Latest Lodging Time but in any event before the Record Date make such enquiry regarding the legal restrictions, if any, under the laws of the relevant place and the requirements of the relevant regulatory body or stock exchange in the place where the Overseas Shareholders reside.

## **5. UNDERWRITING OBLIGATIONS AND ACCEPTANCE OF RIGHTS SHARES BY THE UNDERWRITER**

- 5.1. Subject to the provisions of this Agreement (including without limitation, the full fulfilment of the Conditions Precedent set out in Clause 2.1), if and to the extent that at the Latest Time for Acceptance, there shall be any Untaken Shares, then the Underwriter shall subscribe or procure subscription for all of the Untaken Shares pursuant to the allocations under Clause 5.2 and on the terms as set out in the Prospectus Documents.
- 5.2. The maximum underwriting commitment of the Underwriter shall be 1,916,047,548 Rights Shares.
- 5.3. The Company shall procure that the Registrar keeps the Underwriter regularly informed on a daily basis of the number of Rights Shares validly applied for during the period up to the Latest Time for Acceptance and shall procure that the Registrar notifies the Underwriter in writing as soon as practicable thereafter (and in any event not later than 6:00 p.m. on the business day immediately following the Latest Time for Acceptance) the total number of those Rights Shares (if any)

for which Complying Applications shall not have been received as at such time and date.

- 5.4. The Underwriter shall, not later than 4:00 p.m. on the Settlement Date, pay or procure payment to the Company by way of bank transfer or banker's draft or cashier's order or cheque drawn on a licensed bank in Hong Kong of the aggregate Subscription Price in respect of the Untaken Shares for which it is obliged to subscribe or procure subscription in accordance with this Clause 5, less any amounts payable to the Underwriter pursuant to Clause 8.1.
- 5.5. Forthwith following receipt by the Company of payment referred to in Clause 5.4 and in any event not later than 4:00 p.m. on the Settlement Date, the Company shall arrange for delivery to the Underwriter or its nominee of share certificates in respect of the fully paid Untaken Shares for which the Underwriter has subscribed or procured subscription in such names and in such denominations as the Underwriter may reasonably require at the same time as share certificates are despatched generally to persons who have applied for the Rights Shares or, where the Underwriter has designated an investor participant or CCASS participant stock account for deposit of all or part of the Rights Shares, evidence to the reasonable satisfaction of the Underwriter that such documents and instructions required to effect the crediting of such Rights Shares have been signed or given, as the case may be.
- 5.6. Subject to the requirements of the Listing Rules and the relevant laws, the Underwriter may, in its absolute discretion, appoint any of its affiliates or appoint any person to be sub-underwriter(s) for the purposes of arranging for the sub-underwriting of the Untaken Shares provided that (i) all costs and expenses relating thereto be borne by the Underwriter out of the underwriting commission to be paid by the Company (which shall remain unchanged) under Clause 8.1(a) and (ii) the Underwriter shall remain responsible for any act or omission carried out by its agent(s) in the performance of its obligations hereunder.

## **6. OBLIGATIONS OF THE UNDERWRITER**

- 6.1. Any transaction carried out by the Underwriter pursuant to Clause 5 (other than the obligations to subscribe or procure subscription for any Untaken Shares pursuant to Clause 5.1 and the obligations contained in Clauses 6.2 and 6.3) shall constitute a transaction carried out at the request of the Company and as its agent and not in respect of the Underwriter's own account. The Underwriter (in relation to Clause 5) shall not be responsible for any loss or damage to any persons arising from any such transaction, except where such loss or damage arises from the breach by the Underwriter of its obligations under this Agreement or the fraud, gross negligence or wilful default or omission of the Underwriter or any agent appointed by it for such purpose.
- 6.2. In acting as agent of the Company hereunder, the Underwriter shall comply with all applicable laws and regulations and shall not do or omit anything, the doing or omission of which shall or may cause the Company to be in breach of any applicable laws or regulations, and in particular, but without prejudice to the generality of the foregoing, shall ensure that all offers made by the Company of

- the Rights Shares are made only in compliance with all applicable law and regulation and do not require the registration of the Prospectus Documents or any of them or any other document as a prospectus or otherwise in any jurisdiction other than Hong Kong and the Cayman Islands and the Underwriter shall not make or purport to make on behalf of the Company any representation or warranty not contained in the Prospectus Documents.
- 6.3. If the Underwriter shall default in complying with its obligations under Clause 5.1, the Company is hereby irrevocably authorised to treat this Agreement as an application by the Underwriter, on and subject to the terms and conditions and on the basis of the information contained in the Prospectus Documents (other than as to the time of application and payment which shall be dealt with in accordance with Clause 5), for such Untaken Shares which have not been taken up and to allot and issue the same to the Underwriter upon such terms and conditions. In such event, the Underwriter shall pay to the Company the aggregate Subscription Price in respect of the Untaken Shares for which it is obliged to subscribe or procure subscription in accordance with Clause 5 less any amounts payable to the Underwriter pursuant to Clause 8.1 against delivery by the Company to the Underwriter (or as it may direct) of such documentary evidence of entitlement to the relevant Untaken Shares as is reasonably satisfactory to the Underwriter.
- 6.4. In the event of the Underwriter being called upon to subscribe for or procure subscribers or purchasers of the Untaken Shares pursuant to Clause 5.1, the Underwriter shall use all reasonable endeavours to ensure that (i) each of the subscribers or purchasers of the Untaken Shares procured by it shall be third party independent of, not acting in concert (within the meaning of the Takeovers Code) with and not connected with any directors, chief executive or substantial shareholders of the Company or its subsidiaries or any of their respective associates (as defined in the Listing Rules); (ii) the public float requirements under the Listing Rules shall be fulfilled by the Company upon completion of the Rights Issue; and (iii) any subscription or purchase of the Untaken Shares by the Underwriter and each of the subscribers or purchasers procured by the Underwriter shall not trigger a mandatory offer obligation under Rule 26 of the Takeovers Code on the part of the Underwriter and the subscribers or purchasers procured by the Underwriter upon completion of the Rights Issue.

## **7. ALLOTMENT AND ISSUE**

- 7.1. Subject to the fulfilment of the Conditions Precedent, the Company shall, not later than 4:00 p.m. on the Settlement Date, duly allot and issue the Rights Shares in their fully paid form validly applied for and shall issue certificates for the Rights Shares to the relevant subscribers in accordance with the terms of the Prospectus Documents.
- 7.2. The Untaken Shares taken up by the Underwriter or for which they have procured subscribers as provided in Clause 5 will be duly allotted and issued and certificates in respect thereof, or evidence that the same has been deposited into investor participant or CCASS participant stock account designated by the Underwriter, will be delivered to the Underwriter or as it may direct as soon as is reasonably practicable following receipt by the Company of payment as provided in Clause 5.4, in accordance with Clause 5.5.

## **8. FEES AND EXPENSES**

- 8.1. In consideration of the Underwriter's obligations under this Agreement to underwrite the Underwritten Shares and its services in connection with the issue of the Rights Shares, the Company shall by not later than the date of despatch of the share certificates in respect of the Rights Shares make the following payments to the Underwriter:
- (a) an underwriting commission of the higher of (i) HK\$600,000; and (ii) 3% of the aggregate Subscription Price in respect of the Untaken Shares; and
  - (b) reasonable legal fees and other reasonable out-of-pocket expenses of the Underwriter in respect of the Rights Issue.
- 8.2. The amount referred to in Clause 8.1(a) shall not be payable if the Rights Issue does not become unconditional or if it is terminated or rescinded by any of the Underwriter pursuant to Clause 12. Payment of the amounts referred to in Clauses 8.1 (b) shall be made whether or not the Rights Issue become unconditional or this Agreement is terminated or rescinded by the Underwriter pursuant to Clause 12.
- 8.3. Out of the commission referred to in Clause 8.1(a), the Underwriter may pay any commissions, costs and expenses incurred by it in respect of the sub-underwriting of the Untaken Shares.
- 8.4. The amounts payable pursuant to Clause 8.1 may be withheld by the Underwriter from any payment to be made by the Underwriter to the Company pursuant to Clause 5.4. In the event of the Underwriter not being called upon to subscribe or procure subscribers pursuant to Clause 5.1 and/or the amount of the subscription moneys payable by the Underwriter being less than the full amount payable by the Company under Clause 8.1, the amounts payable pursuant to Clause 8.1, or the balance thereof, shall be due and payable as soon as reasonably practicable and in any event not later than the date of despatch of the share certificate in respect of the Rights Shares or such other date as may be agreed between the Company and the Underwriter.
- 8.5. The Company shall bear its own legal fees, accountancy and other professional fees, the Registrar's fees, the cost of printing and distributing the Announcement and the Prospectus Documents and all other costs, charges and expenses relating to the issue of the Rights Shares and associated transactions (including, without limitation, all fees payable to the Stock Exchange in connection with the listing of the Rights Shares and capital duty (if any) payable on the issue of its share capital). The Company shall forthwith upon request by the Underwriter reimburse the Underwriter for any such expenses as are referred to above which the Underwriter may have properly paid or incurred on behalf of the Company.

## **9. ANNOUNCEMENTS**

- 9.1. Save as expressly required hereunder or as otherwise required by the Listing Rules, the Takeovers Code, the Stock Exchange or the SFC, no public announcement or communication to Shareholders or to the Stock Exchange or to the SFC concerning the Company and/or its subsidiaries which is material in relation to the Rights Issue shall be made or despatched by the Company or the Underwriter between the date hereof and, if all the Underwritten Shares are taken up, the Latest Time for Acceptance or, in any other case, the time at which the Underwriter is obliged to make payment under Clause 5.4, without prior written approval from the Company and the Underwriter as to the content, timing and manner of making or despatch thereof which approval shall not be unreasonably withheld or delayed.

## **10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 10.1. The Company represents and warrants to and undertakes with the Underwriter in the following terms:

- (a) the facts stated in the Recitals are true and accurate in all material respects;
- (b) all statements of fact contained or to be contained in the Announcement or the Prospectus Documents are and will at the date of issue thereof be true and accurate in all material respects and not misleading and all expressions of opinion, intention and expectation expressed therein are and will be fair and made after due and careful consideration;
- (c) there will be no information not disclosed in the Announcement or the Prospectus Documents (i) the omission of which makes any statement therein misleading in any material respect or which, in the context of the issue of the Rights Shares, might be material for disclosure therein or (ii) which is necessary to enable investors to make an informed assessment of the activities, assets and liabilities, financial position, management, profits and losses and prospects of the Group and of the rights attaching to the Rights Shares;
- (d) the audited consolidated statement of financial position of the Group as at the Audited Accounts Date, the audited consolidated statement of profit or loss and the audited consolidated statement of profit or loss and other comprehensive income of the Group for the financial year ended on such date (including the notes thereto) were prepared in accordance with the applicable law and on a basis consistent with that adopted in preparing the audited accounts for the previous two financial years in accordance with Hong Kong Financial Reporting Standards so as to give (except to the extent (if any) disclosed therein) a true and fair view of the state of affairs of the Group as at the relevant dates and the profit or loss of the Group for the relevant financial periods;
- (e) the returns for taxation purposes, which ought to have been made by or in respect of the companies in the Group in Hong Kong and any other part of the world, have been duly made and there are no circumstances known to any company in the Group or any of their respective directors, after making

due and careful enquiry, which might be the occasion of any dispute with the relevant revenue or other appropriate authorities which is material adverse to the Group and all such returns are in all material respects up to date, correct and on a proper basis and are not the subject of any material dispute with the relevant revenue or other appropriate authorities;

- (f) there are existing valid policies of insurance against all liabilities, risks and losses against which it is normal or prudent to insure in respect of all major property and assets owned by and all businesses carried on by the companies in the Group and nothing has been done or has been omitted to be done whereby any of the said policies has or may become void or is likely to be avoided;
- (g) the statements, forecasts, estimates and expressions of opinion, intention and expectation to be contained in the Announcement or the Prospectus will at the respective dates of issue thereof be made after due and proper consideration, will at the respective dates of issue thereof be fair and honest and represent reasonable expectations based on facts known to the Company and/or the Directors or any of them;
- (h) all information necessary for the purpose of, or in the course of preparation of, the Announcement and the Prospectus Documents, and the replies to the Verification Notes, or which ought reasonably to have been disclosed or made available by the Company or the Directors was so disclosed or made available to the Underwriter or its legal advisers fully, fairly and accurately and the replies to the Verification Notes (which will be prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies) given by the Company and the Directors will be true, accurate and complete in all material respects and will contain all material information and particulars with regard to the subject matter thereof;
- (i) each of the companies in the Group is duly incorporated in and under the laws of its place of incorporation and has full power and authority to conduct its business as now carried on;
- (j) save as disclosed in any annual reports, interim reports, announcements and circulars of the Company published on the website of the Stock Exchange, neither the Company nor any of its subsidiaries is engaged in any litigation, arbitration, prosecution or other legal proceeding of material importance, nor is there any such proceeding pending or threatened against the Company or any of its material subsidiaries, nor is there any claim or fact likely to give rise to any claim which in any such case may have or has had a material adverse effect on the financial position of the Company and its material subsidiaries taken as a whole or which may have or has had a material adverse effect in the context of the Rights Issue;
- (k) except (j) as has been disclosed by the Company by public announcement to Shareholders, neither the Company nor any of its subsidiaries has entered into any contract or commitment of an unusual or onerous nature which, in the context of Rights Issue, might be material for disclosure;



- (l) the Company and its subsidiaries has carried on its business in the ordinary and usual course and there has been no material adverse change in the financial or trading position of the Company or any of its subsidiaries which has not been fully and properly disclosed by the Company in the form of an announcement in accordance with the Listing Rules or otherwise as required by the Listing Rules;
- (m) no order has been made and no resolution has been passed for the winding up of, or for a provisional liquidator to be appointed in respect of, the Company or any of its material subsidiaries, and no petition has been presented and no meeting has been convened for the purpose of winding up any of the same; no receiver has been appointed in respect of the Company or any of its material subsidiaries or all or any of its assets; none of the Company or any of its subsidiaries is insolvent, or unable to pay its debts within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, or has stopped paying its debts as they fall due; and no unsatisfied judgment which is material adverse to the condition of the Company is outstanding against the Company or any of its material subsidiaries;
- (n) the Announcement and the Prospectus Documents will contain all particulars and information required by, and will be in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance, the Listing Rules, the rules and regulations of the Stock Exchange and all other relevant statutory provisions and governmental regulations in Hong Kong and the Cayman Islands and shall not involve any material breach of or default under any agreement, trust deed or instrument to which any member of the Group is a party;
- (o) no material outstanding indebtedness or guarantee or indemnity of any liability of the Company or any of its subsidiaries has become payable by reason of default by the Company or any of its subsidiaries and no event has occurred or is pending which with the lapse of time or the fulfilment of any condition or the giving of notice or the compliance with any other formality may result in any such indebtedness or guarantee or indemnity of any liability becoming so payable;
- (p) the Company shall not from the date hereof up to and including the Latest Time for Acceptance issue any Shares or issue or grant any Share Options, options or other securities convertible into, exchangeable for or which carry rights to acquire Shares;
- (q) on the date of issue of the Rights Shares, the Company will have the power under its memorandum and articles of association and will have taken all necessary corporate or other action to enable it to, and no other consents, actions, authorisations or approvals are necessary to enable or authorise it other than the obtaining the consents and approvals referred to in Clause 2.1:
  - (i) to issue and allot the Rights Shares in accordance with the Prospectus Documents without any sanction; and

- (ii) to enter into and perform its obligations under this Agreement and to make the Rights Issue.
  - (r) the Rights Shares, when allotted and issued, will be issued free from all liens, charges, encumbrances and third party rights, interests or claims of any nature whatsoever and will rank pari passu in all respects among themselves and with the Shares then in issue on the date of allotment and issue of the Rights Shares; and
  - (s) the obligations of the Company under this Agreement constitute legally valid and binding obligations of the Company enforceable in accordance with the terms herein.
- 10.2. The Company undertakes to use all reasonable endeavours not to cause or permit any Specified Event to occur prior to the Latest Time for Termination. Each of the representations, warranties and undertaking contained in Clause 10.1 shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other of the representations, warranties and undertaking or any other terms of this Agreement. If this Agreement is not rescinded or terminated pursuant to Clause 12, all such warranties, representations and undertakings as are contained in Clause 10.1 above shall be deemed to have been repeated as at the Latest Time for Termination with reference to the facts and circumstances then subsisting.
- 10.3. If any Specified Event shall occur or come to the knowledge of the Company prior to the Latest Time for Termination, it shall forthwith give notice to the Underwriter of the same.
- 10.4. The rights and remedies of this Clause 10 will continue in full force and effect notwithstanding the completion of the Rights Issue.

## **11. INDEMNITY**

- 11.1. The Company shall on demand indemnify the Underwriter and shall on demand hold the Underwriter indemnified against all loss or liability of any nature (including, without limitation, claims, costs, charges and expenses) whatsoever arising from or in respect of any material breach by the Company of any provision of this Agreement, or any claim which may be brought or threatened to be brought against the Underwriter (whether or not such claim is successfully compromised or settled) in each case arising out of or in relation to or by reason of the proper performance by the Underwriter of its obligations hereunder (and provided that such loss or liability is not connected with any failure by the Underwriter to comply with its obligations under Clause 5.1 or is otherwise due to any fraud, gross negligent act, wilful omission or default on the part of the Underwriter), by any subscriber or sub-underwriter of any of the Rights Shares or any subsequent purchaser or transferee thereof or any other person claiming that he has suffered loss in respect of them as a result of:
- (a) the Announcement and the Prospectus Documents not containing all the information required by law or the Listing Rules or pursuant to the rules of

the Stock Exchange or other relevant authority or body to be stated therein or on the grounds that any statement, estimate or forecast contained in the Prospectus Documents is untrue, inaccurate or misleading in any material respect;

- (b) the Announcement and the Prospectus Documents failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made by a sophisticated investor of the assets and liabilities, financial position, profits and losses, and prospects of the Group or of the rights attaching to the Rights Shares;
- (c) any claims and proceedings arising out of matters which constitute a material breach of the representations and warranties in Clause 10;
- (d) other than non-compliance or breach by the Underwriter of its obligations under this Agreement, any breach of the laws or regulations of any country resulting from the allotment or issue of the Rights Shares or the distribution of the Prospectus Documents;
- (e) any material misrepresentation by either the Company or any of its directors or any employee of the Company in connection with the Rights Issue; or
- (f) the allotment or issue of the Rights Shares,

including in any such case (but without prejudice to the generality of the foregoing) all reasonable costs, charges and expenses of whatever nature which the Underwriter may properly incur or bear in disputing any such claim made against it or establishing any claim on its part under this Clause 11 provided that this indemnity shall not relate to any claims, proceedings, costs or expenses arising from any fraud, gross negligent act, wilful omission or default on the part of the Underwriter and that the conduct of the defence (including any settlement of any such claim) shall be carried out by the Underwriter after, and on the basis of, regular consultation and agreement with the Company.

11.2. The Company shall not make any claim against the Underwriter to recover any damages which the Company may suffer arising out of the performance by the Underwriter of its obligations hereunder, provided that such damages do not arise from any fraud, gross negligent act, wilful omission or default on the part of the Underwriter.

11.3. If the Underwriter becomes aware of any claim relevant for the purposes of Clause 11.1, it shall forthwith give notice in writing thereof to the Company and shall take such action as the Company may reasonably request to avoid, dispute, resist, defend or appeal against the claim and any adjudication in respect thereof but subject to the Underwriter being fully indemnified pursuant to Clause 11.1 and secured to its reasonable satisfaction against all losses and expenses to which it might thereby render itself liable to suffer and incur including, without limitation, legal expenses properly incurred by its legal advisers.

## **12. RESCISSION AND TERMINATION**

- 12.1. If, prior to the Latest Time for Termination (provided that for the purposes of this Clause 12 if the date of the Latest Time for Termination shall be a business day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9.00 a.m. and 5.00 p.m. on that day, the date of the Latest Time for Termination shall be the next business day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 5:00 p.m. on that day):
- (a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
    - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
    - (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
  - (b) any material adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
  - (c) there is any change in the circumstances of the Company or any member of the Group which in the absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
  - (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or

- (e) any other material adverse change in the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (f) the Prospectus Documents in connection with the Rights Issue when published contain information (either as to business prospects or the financial condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of this Agreement been publicly announced or published by the Company and which may in the absolute opinion of the Underwriter is material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a reasonably prudent investor not to apply for its assured entitlements of Rights Shares under the Rights Issue; or
- (g) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (h) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive business days, excluding any suspension in connection with the clearance of the Announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (i) any moratorium, suspension or material restriction on trading of the shares on the Stock Exchange due to exceptional financial circumstances or otherwise,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate this Agreement.

12.2. The Underwriter shall be entitled by notice in writing to rescind this Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in Clause 10.1 above comes to the knowledge of the Underwriter; or
- (b) any Specified Event comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

12.3. If prior to the Latest Time for Termination any such notice as is referred to above is given by the Underwriter, the obligations of all parties under this Agreement (save and except this Clause 12.3 and Clauses 11, 14 and 16 which shall remain in full force and effect and save further that the Company shall pay the fees and expenses specified in Clauses 8.1(b)) shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

- 12.4. If this Agreement is terminated by the Underwriter at such time before the Latest Time for Termination but after the Underwriter has in accordance with Clause 5.4 paid or procured payment to the Company of the aggregate Subscription Price in respect of the Untaken Shares for which the Underwriter is obliged to subscribe or procure subscription under the provisions of Clause 5.1, the Company shall, not later than the end of the second business day after (but not including) the date of receipt of the notice of termination issued by the Underwriter pursuant to Clause 12.1 or Clause 12.2, remit to the Underwriter such amount of aggregate Subscription Price which it has received from the Underwriter. For the avoidance of doubt, notwithstanding the payment of any sum by or to the Company, Clause 8.2 shall apply and the amount referred to in Clause 8.1(a) in any event shall not be payable.
- 12.5. Rescission or termination of this Agreement under this Clause 12 shall be without prejudice to any rights of any party in respect of any breach by the other prior to such rescission or termination.

### 13. TIME OF THE ESSENCE

Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the parties hereto, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

### 14. NOTICES

- 14.1. Subject to Clause 14.2, any notice required to be given hereunder will be deemed to be duly served if left at or sent by hand, by telex or facsimile transmission or pre-paid post to the registered office or to the following addresses and facsimile numbers and marked for the attention of the following persons:

Party	Address	Facsimile number
The Company	Room 1201-02, 12th Floor Shui On Centre 6-8 Harbour Road Wanchai Hong Kong Mr. Wang Ya Nan	(852) 2510 0991
The Underwriter	Room 2705-6, 27/F Tower One, Lippo Centre 89 Queensway Hong Kong Attention: Mr. Sy Man Chiu	(852) 2155 8999

- 14.2. Subject to Clause 14.1, any such notice will be deemed to be served if sent by facsimile on receipt of answerback, if sent by hand at the time when the same is handed to or left at the address of the party to be served, and if sent by post on the day (excluding Sundays or Hong Kong public holidays) after the day of posting.

14.3. The Company shall issue a written notice to the Underwriter if there is any change in the timetable in respect of the Rights Issue.

## **15. MISCELLANEOUS**

15.1. This Agreement may be executed in any number of counterparts which when executed and delivered is an original, but all the counterparts together constitute the same document.

15.2. Any liability of any party hereunder to any other party may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party hereunder as regards any other party under such liability without prejudicing that party's rights against any other person under the same or a similar liability.

## **16. GOVERNING LAW AND JURISDICTION**

16.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

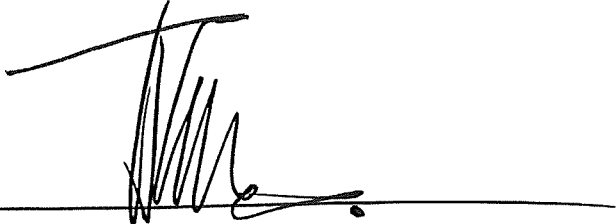
16.2. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong and this Agreement may be enforced in any other court in competent jurisdiction.

16.3. Notwithstanding any other provisions of this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of or enjoy and benefit under this Agreement

IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by )  
 )  
for and on behalf of )  
TONGDA GROUP HOLDINGS )  
LIMITED )  
 )  
in the presence of: )



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to consist of several vertical strokes and a horizontal stroke at the top.

**THE UNDERWRITER**

SIGNED by )  
 )  
for and on behalf of )  
SINOMAX SECURITIES LIMITED )  
 )  
in the presence of: )





**EXHIBIT**

Announcement