

July 3, 2025

BEIJING SHOUGANG LANZATECH TECHNOLOGY CO., LTD.
(北京首钢朗泽科技股份有限公司)

DONG YAN
(董燕)

TANG MING GROUP (WELLINGTON) INVESTMENT LIMITED

GUOTAI JUNAN CAPITAL LIMITED

GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

AMENDMENT AGREEMENT TO HONG KONG
UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of H
Shares of nominal value of RMB1.00 each in

BEIJING SHOUGANG LANZATECH
TECHNOLOGY CO., LTD.
(北京首钢朗泽科技股份有限公司)

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THIS AMENDMENT AGREEMENT is made on July 3, 2025

BETWEEN:

- (1) **BEIJING SHOUGANG LANZATECH TECHNOLOGY CO., LTD.** (北京首钢朗泽科技股份有限公司), a joint stock company incorporated in the PRC with limited liability, whose registered office is at Room 1601-6, 16/F, Building 1, 1 Tianshunzhuang North Road, Shijingshan District, Beijing, PRC (the “**Company**”);
- (2) **DONG YAN** (董燕), a New Zealand citizen whose address is at Room 905, Unit 2, Building 3, 1 Taiyanggong First Street, Chaoyang District, Beijing, PRC (“**Ms. Dong**”);
- (3) **TANG MING GROUP (WELLINGTON) INVESTMENT LIMITED**, a limited liability company incorporated under the laws of New Zealand whose registered address is at Unit 11, 28 Torrens Road, Burswood, Auckland, 2013, New Zealand (“**NZ Tang Ming**”);
- (4) **GUOTAI JUNAN CAPITAL LIMITED**, whose registered office is at 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (5) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**, whose registered office is at 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”); and
- (6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The parties are parties to the Hong Kong Underwriting Agreement dated June 27, 2025 (the “**Original Hong Kong Underwriting Agreement**”). The Hong Kong Public Offering as provided for in the prospectus issued by the Company dated June 30, 2025 (the “**Original Hong Kong Public Offering**”) has been postponed and will be amended and supplemented by the Supplemental Prospectus.
- (B) The Parties wish to amend the Original Hong Kong Underwriting Agreement pursuant to the terms of this Amendment Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Defined words and expressions:** Except where the context otherwise requires or is otherwise defined, in this Amendment Agreement, including the Recitals and the Schedules, words and expressions defined in the Original Hong Kong Underwriting Agreement shall have the same meanings wherever used in this Amendment Agreement.
- 1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Amendment Agreement and shall have the same force and effect as if expressly set out in the body

of this Amendment Agreement and any reference to this Amendment Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Amendment Agreement to:

- 1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Amendment Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.3.2 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.3.3 a “**person**” shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);
- 1.3.4 a “**subsidiary**” or a “**holding company**” are to the same as defined in section 15 and 13 of the Companies Ordinance;
- 1.3.5 “**Clauses**,” “**Paragraphs**,” “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Amendment Agreement;
- 1.3.6 “**parties**” are to the parties to this Amendment Agreement;
- 1.3.7 the terms “**herein**,” “**hereof**,” “**hereto**,” “**hereinafter**” and similar terms, shall in each case refer to this Amendment Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Amendment Agreement;
- 1.3.8 the terms “**or**,” “**including**” and “**and**” are not exclusive;
- 1.3.9 the terms “**purchase**” and “**purchaser**,” when used in relation to the Hong Kong Offer Shares, shall include a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**,” when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;
- 1.3.10 a document being “**in the agreed form**” are to a document in a form agreed between the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) but such documents in agreed form do not form part of this Amendment Agreement;
- 1.3.11 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;

- 1.3.12 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.13 times of day and dates are to Hong Kong times and dates, respectively;
- 1.3.14 any reference to “**right(s)**,” “**power(s)**,” “**authority(ies)**” and “**discretion(s)**” of the Sole Sponsor or the Sole Overall Coordinator shall only be exercised when the Sole Sponsor or the Sole Overall Coordinator (as the case may be) elects to do so, respectively; and
- 1.3.15 the term “**date of this Agreement**” shall mean July 3, 2025, unless indicated otherwise.
- 1.4 **Headings:** The headings in this Amendment Agreement are for convenience only and shall not affect the interpretation of this Amendment Agreement.
- 1.5 **Genders and plurals:** In this Amendment Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.
- 2. AMENDMENT TO THE ORIGINAL HONG KONG UNDERWRITING AGREEMENT**
- 2.1 Clause 1.1 of the Original Hong Kong Underwriting Agreement shall be amended by the insertion of the following new definitions or, if such term has already been defined in the Original Hong Kong Underwriting Agreement, by the replacement of the existing definition with the following new definition (as the case may be):
- (a) “**Acceptance Date**” means the date on which the Application Lists close in accordance with the provisions of Clause 4.4, which is currently expected to be July 10, 2025;
 - (b) “**Agreement**” means this underwriting agreement dated June 27, 2025 (as amended and supplemented by the Amendment Agreement dated July 3, 2025) relating to the Hong Kong Public Offering entered into among the Company, the Warranting Shareholders, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
 - (c) “**Amendment Agreement**” means the amendment agreement to this Agreement dated June 27, 2025 entered into among the Company, the Warranting Shareholders, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
 - (d) “**Announcement Date**” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be July 14, 2025;

- (e) **“Conditions Precedent Documents”** means the documents listed in Parts A, Part A-1 and Part B of Schedule 3;
- (f) **“Hong Kong Public Offering Documents”** means the Prospectus, the Formal Notice, the Supplemental Prospectus and the New Formal Notice;
- (g) **“Listing Date”** means the first day on which the H Shares commence trading on the Stock Exchange, which is expected to be on July 15, 2025;
- (h) **“New Formal Notice”** means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, which is expected to be issued together with the Supplemental Prospectus;
- (i) **“Preliminary Offering Circular”** means the preliminary offering circular dated June 30, 2025 issued by the Company, as amended and supplemented by a supplement which is expected to be dated on or about July 7 2025, in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);
- (j) **“Prospectus”** means the prospectus issued by the Company on June 30, 2025 in connection with the Hong Kong Public Offering, as amended and supplemented by the Supplemental Prospectus, and all amendments or supplements thereto;
- (k) **“Receiving Bank Agreement”** means the agreement dated June 26, 2025 , as amended and supplemented by an amendment agreement dated July 3, 2025, entered into between the Company, the Receiving Bank, the Nominee, the Sole Sponsor, the Sole Overall Coordinator and the H Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;
- (l) **“Supplemental Prospectus”** means the supplemental prospectus in agreed form to be issued by the Company, relating to the Hong Kong Public Offering;
- (m) **“Supplemental Prospectus Date”** means the date of issue of the Supplemental Prospectus, which is expected to be on or about July 7, 2025;

2.2 Clause 2.1.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following new Clause 2.1.1:

“2.1.1 the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) receiving from the Company all Conditions Precedent

Documents as set out in Part A of Schedule 3, Part A-1 of the Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, not later than 9:00 p.m. on the Business Day immediately before the Prospectus Date, 9:00 p.m. on the Business Day immediately before the Supplemental Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively, or such later date and/or time as the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) may agree;”

- 2.3 The following new Clause 2.1.2A shall be inserted immediately after Clause 2.1.2 of the Original Hong Kong Underwriting Agreement:

“2.1.2A the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Supplemental Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Supplemental Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Supplemental Prospectus Date;”

- 2.4 Clause 2.3.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sole Overall Coordinator may determine (in which case the Sole Sponsor and the Sole Overall Coordinator shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Supplemental Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and the Sole Overall Coordinator to the other parties to this Agreement and the relevant regulatory Governmental Authorities as soon as practicable after any such extension is made); or”

- 2.5 Clause 2.6 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“2.6 **Determination of Offer Price:** The Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) reach agreement on the said price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for

the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on July 11, 2025, and no extension is granted by the Sole Sponsor and the Sole Overall Coordinator pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor and the Sole Overall Coordinator) hereby authorizes the Sole Sponsor and the Sole Overall Coordinator to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Sole Overall Coordinator may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed”

2.6 Clause 4.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Prospectus (as amended and supplemented by the Supplemental Prospectus) and this Agreement (as amended and supplemented by the Amendment Agreement). Subject to the registration of the Prospectus and the Supplemental Prospectus by the Registrar of Companies, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice and the New Formal Notice to be published on the website of the Stock Exchange at www.hkexnews.hk and the website of the Company at www.bjsglt.com on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters). The Company will, on the Prospectus Date and the Supplemental Prospectus Date, publish the Prospectus and the Supplemental Prospectus, respectively, on the website of the Company at www.bjsglt.com and the website of the Stock Exchange at www.hkexnews.hk.”

2.7 Clause 4.9 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Sole Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Sole Overall Coordinator records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sole Overall Coordinator on behalf of the Hong Kong Underwriters at its discretion and without obligation, the Sole Overall Coordinator shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on July 14, 2025 (the date specified in the Supplemental Prospectus for the dispatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated.”

2.8 Clause 5.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on July 14, 2025 (the date specified in the Supplemental Prospectus for the dispatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfillment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Prospectus and this Agreement to the successful applicants and in the numbers specified by the Sole Overall Coordinator on terms that they rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
 - 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Overall Coordinator) shall be issued and dispatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Sole Overall Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Prospectus and this Agreement.”
- 2.9 Clause 8.2 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:
- “8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:
- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
 - 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
 - 8.2.2A on the date of the Amendment Agreement;
 - 8.2.2B on the date of registration of the Supplemental Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
 - 8.2.2C on the Supplemental Prospectus Date;
 - 8.2.3 on the Acceptance Date;
 - 8.2.4 on the Price Determination Date;
 - 8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
 - 8.2.6 immediately prior to (i) the delivery by the Sole Overall Coordinator and/or the other Hong Kong Underwriters of duly completed applications and (ii) payment by the Sole Overall Coordinator and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
 - 8.2.7 the Announcement Date;

- 8.2.8 immediately prior to 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,
- 8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.11 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.12 the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting provided, however, that all of the Warranties shall remain true, accurate and not misleading as of each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Supplemental Prospectus, or any approval by the Sole Sponsor and/or the Sole Overall Coordinator, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.”

- 2.10 Clause 10.1.3 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“10.1.3 making available on display on Stock Exchange’s website at www.hkexnews.hk and the Company’s website at www.bjsglt.com, the documents referred to in the section headed “Documents Delivered to the Registrar of Companies and Available on Display” in Appendix VII to the Prospectus and in the section headed “Documents Available on Display” in the Supplemental Prospectus for the period stated therein;”

- 2.11 Clause 10.5.9 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting any estimated financial information contained in the Prospectus and the Supplemental Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;”

- 2.12 Clause 10.5.15 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“10.5.15 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the Supplemental Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC; and”

2.13 Paragraphs (f), (i), (h) and (k) of Clause 11.1.1 of the Original Hong Kong Underwriting Agreement shall be deleted in their entirety and replaced with the following respectively:

- “(f) other than with the prior written consent of the Sole Overall Coordinator, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or the Supplemental Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or”
- “(i) any non-compliance of the Prospectus or the Supplemental Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings, or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- “(h) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Controlling Shareholder or any Director, Supervisor or senior management members as named in the Prospectus Prospectus (as amended and supplemented by the Supplemental Prospectus); or”
- “(k) any materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus (as amended and supplemented by the Supplemental Prospectus),”

2.14 Paragraphs (b), (g), (h), (i) and (k) of Clause 11.1.2 of the Original Hong Kong Underwriting Agreement shall be deleted in their entirety and replaced with the following respectively:

- “(b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus and/or the Supplemental Prospectus, constitute a material omission or misstatement in any Global Offering Document; or”
- “(g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus (as amended and supplemented by the Supplemental Prospectus) seeks to retire, or is removed from office or vacating his/her office; or”
- “(h) any Director, any Supervisor or any member of senior management of the Company named in the Prospectus (as amended and supplemented by the Supplemental Prospectus) is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship or supervisorship of a company; or”

- “(i) the Company withdraws the Prospectus, the Supplemental Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or”
- “(k) any person (other than the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus and/or the Supplemental Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or”
- 2.15 Clause 13.1 and Clause 13.2 of the Original Hong Kong Underwriting Agreement shall be deleted in their entirety and replaced with the following respectively:
- “13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or dispatched by the Company (or by any of its Controlling Shareholders, directors, supervisors, officers, employees, consultants, advisors or agents) during the period of six months from the date of the Amendment Agreement without the prior written approval of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any securities exchange or regulatory or governmental body to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so issued, published, made publicly available or dispatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), and after the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.”
- “13.2 **Discussion with the Sole Sponsor and the Sole Overall Coordinator:** The Company undertakes to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that it will, and the Warranting Shareholders undertake to procure that the Company will, conduct prior discussion with the Sole Sponsor and the Sole Overall Coordinator in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of the Amendment Agreement, which may conflict with any statement in the Prospectus (as amended and supplemented by the Supplemental Prospectus).”
- 2.16 The following part shall be inserted immediately after Part A of Schedule 3 of the Original Hong Kong Underwriting Agreement:

“Part A-1

1. One signed original of the amendment agreement to the Receiving Banks Agreement duly signed by the parties thereto.
 2. One print copy of the additional material contract referred to in the paragraph headed “Miscellaneous – Summary of Additional Material Contract” in the Supplemental Prospectus duly signed by the parties thereto (other than the Amendment Agreement).
 3. One electronic copy of the Supplemental Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified copy of the relevant powers of attorney.
 4. One signed original of the legal opinion from the Company’s PRC Counsel, dated the Supplemental Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, in respect of, among other things, the general corporate matters and the property interests of the Group.
 5. One signed original of the legal opinions from the Underwriters’ PRC Counsel, dated the Supplemental Prospectus Date and addressed to the Sole Sponsor, the Sole Overall Coordinator and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, in respect of, among other things, the general corporate matters and the property interests of the Group.
 6. One print copy of each of the e-certified letter from each of the experts referred to in the Supplemental Prospectus (except for the Sole Sponsor), dated the Supplemental Prospectus Date, consenting to the issue of Supplemental the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
 7. One print copy of each of the e-certified certificate given by the relevant translator relating to the translation of the Supplemental Prospectus and the certificate issued by Toppan Merrill Limited as to the competency of such translator.
 8. One print copy of the written confirmation from the Stock Exchange authorizing the registration of the Supplemental Prospectus.
 9. One print copy of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Supplemental Prospectus.”
- 2.17 The following schedule shall be inserted immediately after Schedule 5 of the Original Hong Kong Underwriting Agreement:

“SCHEDULE 5A NEW FORMAL NOTICE

The New Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company.”

3. NOTICES

3.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Amendment Agreement and shall be in the English language.

3.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 3.3 and if so addressed, shall be deemed to have been duly given or made as follows:

3.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

3.2.2 if sent by post, two Business Days after the date of posting;

3.2.3 if sent by airmail, five Business Days after the date of posting; and

3.2.4 if sent by email, when successfully transmitted.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

3.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Amendment Agreement, subject to Clause 3.4, are as follows:

If to the **Company:**

Address : Room 1601-6, 16/F, Building 1, 1 Tianshunzhuang North Road,
Shijingshan District, Beijing, PRC
Email : chaowei@sgltne.com
Attention : The Board of Directors

If to **NZ Tang Ming:**

Address : Unit 11, 28 Torrens Road, Burswood, Auckland, 2013, New Zealand
Email : dong.yan.nancy@sgltne.com
Attention : Dong Yan

If to **Ms. Dong:**

Address : Room 905, Unit 2, Building 3, 1 Taiyanggong First Street,
Chaoyang District, Beijing, PRC
Email : dong.yan.nancy@sgltne.com
Attention : Dong Yan

If to **GTJA Capital:**

Address : 27/F, Low Block
Grand Millennium Plaza
181 Queen's Road Central
Hong Kong
Email : cf.yz@gtjas.com.hk
Attention : Project YZ CF Team

If to **GTJA Securities:**

Address : 27/F, Low Block
Grand Millennium Plaza
181 Queen's Road Central
Hong Kong
Email : ecm.yz@gtjas.com.hk
Attention : Project YZ ECM Team

If to any of the other Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 3.4 **Change of contact details:** A party may notify the other parties to this Amendment Agreement of a change of its relevant address or email address for the purposes of Clause 3.3, provided that such notification shall only be effective on:

- 3.4.1 the date specified in the notification as the date on which the change is to take place; or
- 3.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

4. **GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY**

- 4.1 **Governing law:** This Amendment Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 4, shall be governed by and construed in accordance with the laws of Hong Kong.
- 4.2 **Arbitration:** Each party to this Amendment Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in Chinese. The decision and award of the arbitral tribunal shall be final and binding and shall be enforceable in any court of competent jurisdiction. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 4 shall survive the termination of this Amendment Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Amendment Agreement. Notwithstanding this Clause 4.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 4.2. Notwithstanding the above, each of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters shall also have the sole right:

- 4.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any dispute arising out of or in connection with this Amendment Agreement; or
- 4.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company and/or the Warranting Shareholders in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 4.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.
- 4.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings may be brought in relation to or in support of any arbitration commenced under this Clause 4. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.
- 4.5 **Service of documents:** Without prejudice to the provisions of Clause 4.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 3.
- 4.6 **Process agent:** Without prejudice to Clause 4.5 above, the Company has established a place of business in Hong Kong at 31/F., Tower Two, Times Square, 1 Matheson Street Causeway Bay, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 4.5 above, each of the Warranting Shareholders hereby irrevocably appoints the Company (the “**Warranting Shareholders’ Process Agent**”) as its/her authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Warranting Shareholders in Hong Kong.

Service of process upon the Warranting Shareholders by service upon the Warranting Shareholder Process Agent in its/her capacity as agent for the service of process for the Warranting Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Warranting Shareholders. If for any reason the Warranting Shareholder Process Agent shall cease to be agent for the service of process for any of the Warranting Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Warranting Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Sole Overall Coordinator and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of

process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Sole Overall Coordinator. Where a new agent is appointed for the service of process for the Warranting Shareholder(s), such Warranting shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Sole Sponsor and the Sole Overall Coordinator shall be entitled to appoint such new agent for and on behalf of such Warranting Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Warranting Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Sole Overall Coordinator and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Sole Overall Coordinator shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 4.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Warranting Shareholders has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such Warranting Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

5. MISCELLANEOUS

- 5.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sole Overall Coordinator hereto to extend the deadline under Clause 2.3 of the Original Hong Kong Underwriting Agreement, time shall be of the essence of this Amendment Agreement.

- 5.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 5.3 **Assignment:** Each of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Amendment Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9 of the Original Hong Kong Underwriting Agreement, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 of the Original Hong Kong Underwriting Agreement and any successor entity to the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Amendment Agreement shall not be assignable.
- 5.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 of the Original Hong Kong Underwriting Agreement or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Amendment Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Amendment Agreement or prejudice any other rights of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Amendment Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 5.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Amendment Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Amendment Agreement shall not preclude any other

or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Amendment Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

- 5.6 **No partnership:** Nothing in this Amendment Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 5.7 **Entire agreement:** This Amendment Agreement, together with, the Original Hong Kong Underwriting Agreement and (i) with respect to the Company and the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator, the Sponsor and Sponsor-OC Mandates, and (ii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Amendment Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.
- 5.8 **Amendment and variations:** This Amendment Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 5.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Amendment Agreement.
- 5.9 **Counterparts:** This Amendment Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Amendment Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Amendment Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 5.10 **Judgment currency indemnity:** In respect of any judgment or order or award given or made for any amount due under this Amendment Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of**

exchange” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

5.11 **Authority to the Sole Overall Coordinator:** Unless otherwise provided herein, each of the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Sole Overall Coordinator) hereby authorizes the Sole Overall Coordinator to act on behalf of all the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them under this Amendment Agreement and authorizes the Sole Overall Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

5.12 **Taxation:** All payments to be made by the Company or the Warranting Shareholders, as the case may be, under this Amendment Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes unless such withholding or deduction is required by law. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Amendment Agreement is received by the other parties as applicable.

If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Amendment Agreement, the Company (or the Warranting Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Amendment Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Governmental Authority or other official document evidencing such payment.

5.13 **Officer’s certificates:** Any certificate signed by any officer of the Warrantors and delivered to the Sole Overall Coordinator or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Amendment Agreement shall be deemed to be a representation and warranty by the Warrantors, as to matters covered thereby, to each Sole Overall Coordinator, Sole Sponsor or Underwriter.

5.14 **No right of contribution:** Each of the Warranting Shareholders hereby irrevocably and unconditionally:

5.14.1 waives any right of contribution or recovery or any claim, demand or action it/he/she may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made

or taken against it/him/her, or any loss or damage or liability suffered or incurred by it/him/her, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he/she entering into this Amendment Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

- 5.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him/her whatsoever whether alone or jointly with any other person, under the provisions of this Amendment Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
 - 5.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him/her under this Amendment Agreement) not to make any claim against any member of the Group or any director, supervisor, officer or employee of the Company or of any other member of the Group on whom it/he/she may have relied before agreeing to any term of this Amendment Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 5.15 **Right of third parties:** A person who is not a party to this Amendment Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Amendment Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 5.15:
- 5.15.1 Indemnified Parties may enforce and rely on Clause 9 of the Original Hong Kong Underwriting Agreement to the same extent as if they were a party to this Amendment Agreement;
 - 5.15.2 An assignee pursuant to Clause 5.3 may enforce and rely on this Amendment Agreement as if it were a party; and
 - 5.15.3 This Amendment Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 5.15.1.
- 5.16 **Professional investors:** Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Warranting Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters).
- 5.17 **Language:** This Amendment Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Amendment Agreement and any translation, the English language version shall prevail.

- 5.18 **Further assurance:** The Warrantors shall from time to time, on being required to do so by the Sole Sponsor and/or the Sole Overall Coordinator now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and/or the Sole Overall Coordinator may reasonably require to give full effect to this Amendment Agreement and secure to the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Amendment Agreement.
- 5.19 **Survival:** The provisions in this Clause 5 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Amendment Agreement or the termination of this Amendment Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by Dong Yan (董燕)
for and on behalf of
BEIJING SHOUGANG LANZATECH
TECHNOLOGY CO., LTD.
(北京首鋼朗澤科技股份有限公司)

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SIGNED by
DONG YAN
(董燕)

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A handwritten signature in black ink, consisting of a stylized 'D' followed by a long, sweeping horizontal line that curves upwards at the end.

SIGNED by Dong Yan
for and on behalf of
TANG MING GROUP (WELLINGTON)
INVESTMENT LIMITED

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A handwritten signature in black ink, consisting of a stylized 'D' followed by a long, sweeping horizontal line that curves upwards at the end.

SIGNED by LEUNG Yuen Kwan
for and on behalf of
GUOTAI JUNAN CAPITAL LIMITED

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)
) 

SIGNED by PAN Jupeng)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG)
KONG) LIMITED)



SIGNED by PAN Jupeng)
for and on behalf of)
GUOTAI JUNAN SECURITIES (HONG KONG))
LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

