

DATED the 5th day of July, 2007

**LUCY TIN CHUA**  
(the Vendor)

**SHENZHEN HIGH-TECH HOLDINGS LIMITED**  
(the Purchaser)

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**AGREEMENT FOR THE  
SALE AND PURCHASE OF SHARE  
AND SHAREHOLDER'S LOAN IN  
GLORY FAITH HOLDINGS LIMITED**

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THIS AGREEMENT is made on the 5th day of July, 2007

BETWEEN:

- (1) **Lucy Tin Chua**, holder of the Republic of the Philippines passport No. LL983499, whose address is at 1658A Linao St, Paco, Manila, Philippines (the “**Vendor**”); and
- (2) **Shenzhen High-Tech Holdings Limited**, a limited liability company incorporated under the laws of the Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda and having its principal place of business in Hong Kong at Unit 702, 7<sup>th</sup> Floor, Euro Trade Centre, 13-14 Connaught Road Central, Hong Kong (the “**Purchaser**”).

WHEREAS:

- (A) Glory Faith Holdings Limited (the “**Company**”) is a company incorporated under the laws of the British Virgin Islands whose registered office is situated at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and as at the date hereof has an authorised capital of US\$50,000 divided into 50,000 ordinary shares of US\$1.00 each and has an issued capital of US\$1.00 of 1 share of US\$1.00 each and the Loan are beneficially owned by the Vendor.
- (B) The Company has submitted a form of tender on 4 June 2007 for the purchase of the Property at the price of HK\$155,000,000 which has been accepted by Hang Seng Bank Limited as vendor (“**Hang Seng Bank**”), and the Company entered into a memorandum of agreement for sale and purchase on 13 June 2007 (“**Memorandum of Agreement**”) with Hang Seng Bank to confirm the sale and purchase of the Property. The Company has paid deposit of HK\$15,500,000 to Hang Seng Bank. Completion of the purchase of the Property shall take place on or before 31 August 2007.
- (C) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Share and the Loan upon the terms and conditions hereinafter set out.
- (D) The Purchaser requires the Vendor to give such covenants and undertakings as are set out herein as a condition to the Purchaser’s entry into this Agreement.

NOW IT IS HEREBY AGREED as follows:

## 1. INTERPRETATION

1.01 In this Agreement, unless the context requires otherwise:

“**Accounting Date**” means 30 June 2007;

“**Accounts**” means the unaudited consolidated balance sheet of the Company made up as at the Accounting Date and

the unaudited consolidated profit and loss account of the Company for the period ended on the Accounting Date, which will be certified true and correct by the director of the Company and produced to the Purchaser on or before the Completion Date;

- “Companies Ordinance”** means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong);
- “Completion”** means completion of the sale and purchase of the Sale Share as specified in Clause 5;
- “Completion Date”** means on or before the third business day after all the conditions set out in Clause 4 have been fulfilled (or such later date as the parties may agree in writing prior to Completion);
- “Consideration”** means the consideration payable for the acquisition of the Sale Share and the Loan pursuant to the terms of this Agreement;
- “Deed of Assignment”** means the assignment of the Loan to the Purchaser due by the Company to the Vendor in the amount of HK\$15,505,694.00 in the form set out in Schedule 6;
- “Deed of Indemnity”** means the deed in the form set out in Schedule 3;
- “Director(s)”** means the person(s) listed in Schedule 1;
- “Loan”** means the total amount of indebtedness now due and owing by the Company to the Vendor by way of shareholder’s loan advanced by the Vendor to the Company in the sum of HK\$15,505,694.00;
- “PRC”** means the People’s Republic of China;
- “Property”** means the Property particulars of which are set out in Part I of Schedule 2;
- “Sale Share”** means 1 share of US\$1.00 each in the capital of the Company, being the entire issued share capital of the Company;
- “Stock Exchange”** The Stock Exchange of Hong Kong Limited;
- “taxation”** means and includes all forms of tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority

in any part of the world and includes any interest, additional tax, penalty or other charge payable or claimed in respect thereof;

- 1.02 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 1.03 References herein to Clauses and Schedules are to clauses in and schedules to this Agreement unless the context requires otherwise and the Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.04 The expressions “the Vendor” and “the Purchaser” shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- 1.05 All representations, warranties, undertakings, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally.
- 1.06 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.07 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.08 A document expressed to be “in the approved terms” means a document the terms of which have been approved by or on behalf of the parties hereto and a copy of which has been signed for the purposes of identification by or on behalf of the parties hereto.

## **2. SALE OF SALE SHARE AND THE LOAN**

- 2.01 Subject to the terms and conditions of this Agreement the Vendor shall sell as beneficial owner and the Purchaser shall purchase (i) the Sale Share free from all liens, charges, mortgages, equity, adverse interest and encumbrances and from all other rights exercisable by third parties together with all rights now or hereafter attaching thereto including all dividends and distributions declared, made or paid or agreed to be made or paid thereon or in respect thereof and (ii) the Loan and all the rights and benefits therein.
- 2.02 The Purchaser acknowledge and agree to advance sufficient amount to the Company for the settlement of the remaining balance of HK\$139,500,000 to Hang Seng Bank pursuant to the Memorandum of Agreement upon completion of the purchase of the Property to be taken place on or before 31 August 2007 and the stamp duty and other related expenses in connection therewith.

### **3. CONSIDERATION**

3.01 The consideration for the Sale Share and the Loan is HK\$28,500,000 which is arrived at after arm's length negotiations between the Vendor and the Purchaser with reference to the valuation of the Property by Midland Surveyors Limited of HK\$175 million. The said consideration shall be satisfied in cash by the Purchaser.

### **4. CONDITIONS**

4.01 This Agreement is conditional upon:

- (a) the passing by the board of directors of the Purchaser a resolution approving this Agreement and the transactions contemplated hereunder (including the assignment of Loan contemplated in the Deed of Assignment);
- (b) all necessary consents being obtained; and
- (c) the Purchaser notifying the Vendor in writing that it is satisfied upon inspection and investigation as to the results of its searches and the replies to its enquiries with regard to the Property.

4.02 The Purchaser may waive all or any of such conditions at any time by notice in writing to the Vendor.

4.03 If the conditions set out in Clause 4.01 shall not have been fulfilled (or waived in accordance with Clause 4.02) by 15 July 2007 or such other date as shall be agreed by the parties in writing, this Agreement and everything herein contained shall, subject to the liability of either party to the other in respect of any breaches of the terms hereof, antecedent thereto, be null and void and of no effect.

### **5. COMPLETION**

5.01 Completion shall take place at the office of the Purchaser on the Completion Date or at such other place and time as shall be mutually agreed.

5.02 At Completion, the Vendor shall:

- (a) deliver or cause to be delivered to the Purchaser:
  - (i) the Accounts;
  - (ii) the duly executed instrument of transfer in respect of the Sale Share in favour of the Purchaser (or its nominees) accompanied by the relevant certificate for the Sale Share;
  - (iii) duly executed Deed of Assignment in respect of the Loan in favour of the Purchaser;

- (iv) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as the holder of the Sale Share;
  - (v) the documents evidencing the acquisition of the Property and deposit paid; and
  - (vi) all the statutory and other books and records (including financial records) duly written up to date of the Company and its certificate of incorporation, and common seal and any other papers, records and documents of the Company;
- (b) cause the Director of the Company and the secretary of the Company nominated by the Vendor to resign from their respective offices and as employees, each delivering to the Purchaser a letter under seal in the form set out in Schedule 4 acknowledging that the person so retiring has no claim outstanding for compensation or otherwise and the relevant board resolutions from the Company.
- 5.03 Against compliance with the provisions of Clause 5.02, the Purchaser shall pay the Consideration to the Vendor by way of cashier order or other means as accepted by the Vendor.
- 5.04 Without prejudice to any other remedies available to the Purchaser, if any of the provisions of Clause 5.02 is not fully complied with, the Purchaser shall be entitled (in addition to and without prejudice to all other rights or remedies available to it, including specific performance) to elect to effect Completion so far as practicable having regard to the defaults which have occurred and treat this Agreement as completed subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify or to rescind this Agreement.

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

- 6.01 The Vendor hereby represents, warrants and undertakes to the Purchaser (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding Completion) in the terms set out in Schedule 5 and acknowledges that the Purchaser in entering into this Agreement is relying on such representations, warranties and undertakings and that the Purchaser shall be entitled to treat the same as conditions of this Agreement.
- 6.02 No information relating to the Company of which the Purchaser has knowledge (actual or constructive) and no investigation by or on behalf of the Purchaser shall prejudice any claim made by the Purchaser under the Vendor's representations, warranties and undertakings herein or under the indemnity contained in Clause 6.06 or operate to reduce any amount recoverable and it shall not be a defence to any claim against the Vendor that the Purchaser knew or ought to have known or had

constructive knowledge of any information relating to the circumstances giving rise to such claim.

- 6.03 The representations, warranties and undertakings set out in each paragraph of Schedule 5 shall be separate and independent and save as expressly provided shall not be limited by reference to any other paragraph or anything in this Agreement or the Schedules.
- 6.04 The representations, warranties and undertakings set out in each paragraph of Schedule 5 shall be deemed to be repeated as at Completion as if all references therein to the date of this Agreement were references to the date of Completion.
- 6.05 In the event of it being found prior to Completion that any of the said representations, warranties or undertakings is untrue, misleading or incorrect or has not been fully carried out in any material respect, or in the event of any matter or thing arising or becoming known or being notified to the Purchaser which is inconsistent in a material respect with any such representation, warranty or undertaking or any other provision of this Agreement or which might be material to be known by a purchaser for value of the Sale Share or in the event of the Vendor becoming unable or failing to do anything required to be done by them at or before Completion the Purchaser shall not be bound to complete the purchase of the Sale Share and the Purchaser may by notice rescind this Agreement without liability on its part. The right conferred upon the Purchaser by this Clause is in addition to and without prejudice to any other rights of the Purchaser (including any rights to claim damages or compensation from the Vendor by reason of any such breach or non-fulfilment) and failure to exercise it shall not constitute a waiver of any such rights.
- 6.06 The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against any loss or liability suffered by the Purchaser or each member of the Group as a result of or in connection with any breach of any of the said representations, warranties and undertakings including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by the Purchaser or each member of the Group and any costs and expenses incurred as a result of such breach provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any such breach of representation, warranty or undertaking and all such other rights and remedies are hereby expressly reserved to the Purchaser.
- 6.07 The Vendor will both before and after Completion promptly notify the Purchaser in writing of any matter or thing of which the Vendor becomes aware which is a breach of or inconsistent with any of the representations, warranties and undertakings herein contained.

## **7. RESTRICTION ON ANNOUNCEMENTS**

Each of the parties hereto undertakes that prior to Completion and thereafter it will not (save as required by law or any rule of any relevant stock exchange) make any announcement in connection with this Agreement unless the other parties hereto shall



have given their respective consents to such announcement (which consents may not be unreasonably withheld and may be given either generally or in a specific case or cases and may be subject to conditions).

## **8. ACCESS TO INFORMATION**

8.01 As from the date of this Agreement the Vendor shall give and shall procure that the Purchaser and any persons authorised by it will be given all such information relating to the Company and such access to the premises and all books, title deeds, records, accounts and other documentation of the Company as the Purchaser may reasonably request and be permitted to take copies of any such books, deeds, records, accounts and other documentation and that the officers and employees of the Company shall be instructed to give promptly all such information and explanations to any such persons as aforesaid as may be requested by it or them.

8.02 The Purchaser hereby undertakes that it will not prior to Completion, save as required by law, divulge any confidential information relating to each member of the Group obtained by it or its representatives pursuant to this Clause to any person other than its own officers, employees or professional advisers.

## **9 MISCELLANEOUS**

9.01 Each party to this Agreement shall pay its own costs and disbursements (including stamp duty) of and incidental to this Agreement and the sale and purchase hereby agreed to be made provided that if the Purchaser shall lawfully exercise any right hereby conferred to rescind this Agreement the Vendor shall indemnify the Purchaser against all costs and expenses incurred in the preparation of this Agreement.

9.02 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Vendor: Lucy Tin Chua  
Address: 1658A Linao St, Paco, Manila, Philippines

To the Purchaser : Shenzhen High-Tech Holdings Limited  
Address: Unit 702, 7th Floor, Euro Trade Centre,  
13-14 Connaught Road Central, Hong Kong  
Fax Number : (852) 2879 6879  
Attention : The Board of Directors

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by fax, when despatched.

- 9.03 No failure or delay by the Purchaser in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by the Purchaser of any breach by the Vendor of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 9.04 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto and it is expressly declared that no variations hereof shall be effective unless made in writing.
- 9.05 The provisions of this Agreement including the representations, warranties and undertakings herein contained, insofar as the same shall not have been fully performed at Completion, shall remain in full force and effect notwithstanding Completion.
- 9.06 Any right of rescission conferred upon the Purchaser hereby shall be in addition to and without prejudice to all other rights and remedies available to it.
- 9.07 The Purchaser may release in whole or in part and in such manner as it thinks fit the Vendor from this Agreement and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with the Vendor without prejudicing or affecting its rights and remedies against the Vendor.
- 9.08 The Vendor and the Purchaser shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement and to place control of the Company and the Subsidiaries in the hands of the Purchaser.


## **10 GOVERNING LAW AND JURISDICTION**

- 10.01 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 10.02 The Vendor hereby irrevocably appoints Uni-1 Corporate Services Limited of Unit 703, 7<sup>th</sup> Floor, Euro Trade Centre, 13-14 Connaught Road Central, Hong Kong as her agent to receive and acknowledge on her behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Vendor for this purpose, the Vendor shall promptly appoint a successor agent and notify the Purchaser thereof. The Vendor agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Vendor.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

SIGNED by )  
LUCY TIN CHUA )


in the presence of: )

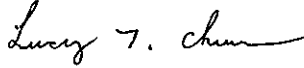
  
Jenny K F Ng )

SIGNED by Messrs. Wong Chung Tak )  
for and on behalf of and Tse Kam Fai )

SHENZHEN HIGH-TECH )  
HOLDINGS LIMITED )

in the presence of: )

  
Chan Yuen Ying Stella )



*For and on behalf of*  
**SHENZHEN HIGH-TECH HOLDINGS LIMITED**  
  
.....  
*Authorized Signature(s)*

SCHEDULE 1

**Glory Faith Holdings Limited**

(the "Company")

Incorporation Date : 10 January 2007

Place of Incorporation : British Virgin Islands

Authorized share capital : US\$50,000 divided into 50,000 ordinary shares of US\$1.00 each

Issued share capital : US\$1.00 divided into 1 ordinary share of US\$1.00 each

Shareholder	:	<u>Name</u>	<u>No. of Shares held</u>	<u>Percentage of shareholding</u>
		Lucy Tin Chua	1	100%

Director : Lucy Tin Chua

SCHEDULE 2

PROPERTY

All that the whole of the twentieth floor of World-Wide House, No.19 Des Voeux Road Central, Hong Kong (Inland Lot No.8432)

SCHEDULE 3

DEED OF INDEMNITY

THIS DEED OF INDEMNITY is made on the        day of        2007

BETWEEN:

- (1) **Lucy Tin Chua**, holder of the Republic of the Philippines passport No. LL983499, whose address is at 1658A Linao St, Paco, Manila, Philippines (the "Vendor"); and
- (2) **Glory Faith Holdings Limited**, a company incorporated under the laws of the British Virgin Islands whose registered office is situated at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "Company"); and
- (3) **Shenzhen High-Tech Holdings Limited**, a company incorporated under the laws of the Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda (the "Purchaser");

WHEREAS:

- (a) By an Agreement for the Sale and Purchase of Share in Glory Faith Holdings Limited dated 5 July 2007 (the "Agreement") made between (1) the Vendor and (2) the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase 1 share in the capital of the Company and the Loan on the terms and conditions therein contained.
- (b) It is a term of the Agreement that the Vendor shall deliver to the Purchaser this Deed of Indemnity at the Completion of the Agreement.

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.01 In this Deed, unless the context requires otherwise:

- (a) words and expressions and other rules of interpretation defined, used or set out in the Agreement have the same meanings and application in this Deed;
- (b) "Claim" means any assessment, notice, demand or other document issued or action taken by or on behalf of any person, authority or body whatsoever and of whatever country from which it appears that the Company is liable or is sought to be made liable to make any payment or is deprived or is sought to be deprived of any relief or allowance or credit or right to repayment of taxation;

- (c) “event” includes (without limitation) the death of any person, any action, omission or transaction whether or not the Company is a party thereto and includes completion of the sale of Sale Share to the Purchaser and references to the result of events on or before the date hereof shall include the combined result of two or more events one or more of which shall have taken place before the date hereof;
- (d) references to income or profits or gains earned, accrued or received shall include income or profits or gains deemed to have been or treated as or regarded as earned, accrued or received for the purposes of any legislation;
- (e) references to a Claim shall include any Claim whether made before or after the date hereof and whether satisfied or unsatisfied at the date hereof and shall also include:
  - (i) the loss of any relief, allowance or credit granted by or pursuant to any legislation or otherwise for taxation purposes which could but for the Claim in question have been available to the Purchaser and the Company whether or not the said loss results in any taxation being payable at the time of such loss; and
  - (ii) the nullifying or cancellation of a right to repayment of taxation which would have been so available or is at the date hereof assumed by the Vendor or the Purchaser to be available;and in such a case the amount of taxation which could otherwise have been relieved, allowed or credited by the relief allowance or credit so lost or the amount of repayment which would otherwise have been obtained shall be treated as an amount of taxation for which a liability has arisen;
- (f) references to the Agreement shall be construed as references to the Agreement as amended or supplemented from time to time.

1.02 The expressions “the Vendor”, “the Company”, “the Group” and “the Purchaser” shall, where the context permits, include their respective successors, personal representatives and assigns.

## 2. INDEMNITY

Subject as hereinafter provided, the Vendor hereby undertakes to indemnify and keep indemnified the Purchaser and the Company against any loss or liability suffered by the Purchaser or the Company including, but not limited to, any diminution in the value of the assets of or share in the Company, any payment made or required to be made by the Purchaser or the Company and any costs and expenses incurred as a result of or in connection with any Claim falling on the Company resulting from or by reference to any income, profits or gains earned, accrued or received on or before the date hereof or any event on or before the date hereof whether alone or in conjunction with other circumstances and whether or not such taxation is chargeable against or attributable to any other person, firm or company.

3. **EXCEPTIONS**

The indemnities given by this Deed do not cover any Claim:

- (a) to the extent that provision or reserve in respect thereof has been made in the Accounts or to the extent that payment or discharge of such Claim has been taken into account therein; or
- (b) for which the Company is or may become primarily liable as a result of transactions in the ordinary course of its business after the Accounting Date.

4. **COSTS AND EXPENSES**

The indemnities given by this Deed shall cover all costs and expenses (on a full indemnity basis) incurred by the Purchaser or the Company in connection with any Claim, and any penalties, fines or interest payable by the Purchaser or the Company relating to any Claim for which the Vendor is liable under this Deed.

5. **REIMBURSEMENT**

In the event that any Claim the subject of an indemnity hereunder is or has been discharged (whether by payment or by the loss of any relief, allowance, credit or right to repayment of taxation) or suffered by the Company the indemnity given hereunder shall take effect as a covenant by the Vendor forthwith to reimburse the Company for any amount so paid or to compensate the Company for any loss of relief, allowance, credit or right to repayment so suffered.

6. **CONDUCT OF CLAIMS**

If the Purchaser becomes aware of a Claim relevant for the purposes of this Deed, it shall as soon as reasonably practicable give notice thereof to the Vendor and shall (subject to the Purchaser and the Company being indemnified to the Purchaser's satisfaction against any liability, costs, damages or expenses which may be incurred thereby) take such action and procure that the Company shall take such action as the Vendor may reasonably request to avoid, resist, dispute, defend, compromise or appeal against the Claim, provided that neither the Purchaser nor the Company shall be required to take any steps which would require any admission of guilt or liability relating to matters connected with the Claim in question or which would affect the future conduct of the business of the Purchaser or the Company or affect the rights or reputations of any of them nor shall they be required to take any such action unless the Vendor shall have produced to them a leading barrister's opinion that such action is reasonable.



7. **SET-OFF AND DEDUCTIONS**

All payments to be made by the Vendor under this Deed shall be made in full without set-off or counterclaim or any restriction or condition and free and clear of any present or future taxes, duties, charges or other deductions or withholdings of any nature. If any deduction or withholding is required to be made from any such payment the Vendor shall, together with such payment, pay such additional amount as is necessary to ensure that the recipient receives the full amount due hereunder.

8. **WAIVER AND SEVERABILITY**

No failure or delay by the Purchaser or the Company in exercising any right, power or remedy under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected or impaired thereby.

9. **LIABILITY OF THE VENDOR**

The Purchaser or the Company may release in whole or in part and in such manner as it thinks fit any one or more of the Vendor from this Deed and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with any one or more of the Vendor without prejudicing or affecting its rights and remedies against any other Vendor.

10. **NOTICES**

Each notice, demand or other communication given or made hereunder shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Vendor: Lucy Tin Chua  
Address: 1658A, Linao St, Paco, Manila, Philippines

To the Company : Glory Faith Holdings Limited  
Address: Unit 702, 7th Floor, Euro Trade Centre,  
13-14 Connaught Road Central, Hong Kong  
Fax Number : (852) 2879 6879  
Attention : The Board of Directors

To the Purchaser : Shenzhen High-Tech Holdings Limited  
Address: Unit 702, 7th Floor, Euro Trade Centre,  
13-14 Connaught Road Central, Hong Kong  
Fax Number : (852) 2879 6879  
Attention : The Board of Directors

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by fax, when despatched.

## 11. GOVERNING LAW AND JURISDICTION

11.01 This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

11.02 The Vendor hereby irrevocably appoints Uni-1 Corporate Services Limited of Unit 703, 7<sup>th</sup> Floor, Euro Trade Centre, 13-14 Connaught Road Central, Hong Kong as her agent to receive and acknowledge on her behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Vendor for this purpose, the Vendor shall promptly appoint a successor agent and notify the Purchaser and the Company thereof. The Vendor agrees that any such legal process shall be sufficiently served on her if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Vendor.

Schedule

**Glory Faith Holdings Limited**

(the "Company")

Incorporation Date : 10 January 2007

Place of Incorporation : British Virgin Islands

Authorized share capital : US\$50,000 divided into 50,000 ordinary shares of US\$1.00 each

Issued share capital : US\$1.00 divided into 1 ordinary share of US\$1.00 each

Shareholder	:	<u>Name</u>	<u>No. of Shares held</u>	<u>Percentage of shareholding</u>
		Lucy Tin Chua	1	100%

Director : Lucy Tin Chua

IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
by **LUCY TIN CHUA** )  
in the presence of: )

SIGNED by )  
for an on behalf of )  
**SHENZHEN HIGH-TECH** )  
**HOLDINGS LIMITED** )  
in presence of: )

SIGNED by )  
for an on behalf of )  
**GLORY FAITH HOLDINGS** )  
**LIMITED** )  
in presence of: )

SCHEDULE 4

LETTER OF RESIGNATION UNDER SEAL

To: Glory Faith Holdings Limited (the "Company")

Dear Sirs,

I hereby resign as a director/the secretary of the Company with immediate effect and hereby confirm that I have no claim outstanding against the Company for compensation or otherwise.

Dated this     day of             2007

SIGNED SEALED and DELIVERED     )  
by [Director/Secretary]             )  
in the presence of:                 )  
  )

## SCHEDULE 5

### REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

#### Preliminary

1. Unless the context requires otherwise, the representations, warranties and undertakings contained in this Schedule in relation to the Company shall be deemed to be repeated mutatis mutandis in relation to each of the other members of the Group.

#### The Accounts

2. The Accounts have been prepared in accordance with good and generally accepted accounting principles and practice consistently applied and give a true and fair view of the state of affair of the Company as at [30] June 2007.
3. As at the date of this Agreement, the amount of the Loan is not less than HK\$15,505,694.00.

#### Taxation

4. The Accounts contain full provision for all taxation including deferred or provisional taxation liable to be assessed on the Company for the accounting period ended on the Accounting Date or for any subsequent period (on the basis of the rates of tax and taxation statutes in force at the Accounting Date) in respect of any transaction, event or omission occurring or any income or profits or gains earned, accrued or received by the Company on or prior to the Accounting Date or for which the Company is accountable up to such date and all contingent liabilities for taxation have been provided for or disclosed in the Accounts.
5. Since the Accounting Date no further liability or contingent liability for taxation has arisen otherwise than as a result of trading activities in the ordinary course of its business.
6. All returns of the Company made for taxation purposes were when made and remain correct and on a proper basis and all other information supplied to the relevant fiscal authority for such purpose was when supplied and remains correct and on a proper basis and such returns include all returns and information which the Company ought to have made or given and are not subject to any dispute with any relevant fiscal authority at the date hereof and there is no fact or matter which might result in any such dispute or any liability for taxation (present or future) not provided for in its audited accounts.
7. All returns and information made or given by the Company to any relevant authorities in connection with the import or export of any products are correct and the Company has complied with all legislation relating to the import and export of products and to all customs and excise matters.

8. The Company has paid all taxation for which it is liable to account to the relevant fiscal authority on the due date for payment thereof and is under no liability to pay any penalty or interest in connection therewith and without prejudice to the generality of the foregoing the Company has made all deductions and withholdings in respect or on account of taxation which it is required or entitled by any relevant legislation to make from any payments made by it including, but not limited to, interest, annuities or other annual payments, royalties, rent, remuneration payable to employees or sub-contractors or payments to a non-resident and where appropriate the Company has accounted in full to the relevant fiscal authority for any taxation so deducted or withheld.
9. There has been no transfer of any Property to the Company which has given or may give rise to any claim, assessment or demand in relation to estate duty under Section 35 of the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) and there is no charge or potential charge on any Property or assets of the Company under Section 18 or Section 43(6) of the Estate Duty Ordinance.
10. All remuneration, compensation payments, payments on retirement or removal from an office or employment and other sums paid or payable to employees or officers or former employees or officers of the Company and all interest, annuities, royalties, rent and other annual payments paid or payable by the Company (whether before or after the date hereof) pursuant to any obligation in existence at the date hereof are and will (on the basis of the taxation legislation in force at the date hereof) be deductible for profits tax purposes either in computing the profits of the Company or as a charge on the income of the Company.
11. No act or omission shall occur between the Accounting Date and Completion which could give rise to a claim under the terms of the Deed of Indemnity.

#### Corporate Matters

12. The Company has been duly incorporated and is validly existing under the laws of the British Virgin Islands and has full power, authority and legal right to own its assets and carry on its business and is not in receivership or liquidation, it has taken no steps to enter liquidation and no petition has been presented for winding up the Company and there are no grounds on which a petition or application could be based for the winding up or appointment of a receiver of the Company.
13. The Vendor is the beneficial owner of the Sale Share and the Loan listed opposite its name in Schedule 1 free and clear of any lien, charge, pre-emptive rights or encumbrance whatsoever and the Company has not exercised any lien over any of its issued shares and there is outstanding no call on any of the Sale Share and all of the Sale Share are fully paid.
14. There are no options or other agreements outstanding which call for the issue of or accord to any person, the right to call for the issue of any shares in the capital of the Company or the right to require the creation of any mortgage, charge, pledge, lien or other security or encumbrance over the Sale Share.

15. The copies of the Memorandum and Articles of Association of the Company which have been produced to the Purchaser are accurate and complete in all respects and have attached to them copies of all resolutions and agreements which are required to be so attached. The Company has complied with its Memorandum and Articles of Association in all respects and none of the activities, agreements, commitments or rights of the Company is ultra vires or unauthorised.
16. The Register of Members and all other statutory books of the Company are up to date and contain true, full and accurate records of all matters required to be dealt with therein and the Company has not received any notice of any application or intended application under the applicable laws for rectification of the Company's register and all annual or other returns required to be filed with the relevant authorities have been properly filed within any applicable time limit and all legal requirements relating to the formation of the Company and the issue of shares and other securities have been complied with.

#### Trading and General Commercial Matters

17. The Company has good and marketable title to all stocks used in its business free from any liens, mortgages, charges, encumbrances or other third party rights and the stock is in good condition and of normal merchantable quality and capable of being sold by the Company in the ordinary course of business to a purchaser in accordance with its list prices without rebate or allowance. The level of stocks of finished products at the date hereof is not materially different from levels in previous stock inventories of the Company.
18. The fixed and loose plant, machinery, furniture, fixtures and fittings, equipment and vehicles and the tangible assets used in connection with the business of the Company and all other fixed assets referred to in the Accounts and any additions thereto made since the Accounting Date are the sole and absolute properties of and held by the Company free from any liens, mortgages, charges, encumbrances, hire or hire purchase agreements, credit sale agreements or agreements for payment on deferred terms or bills of sale and the Company has good and marketable title thereto and all such assets are in the possession or under the control of the Company and, where it is disclosed that any such assets have been disposed of, they have not been disposed of at less than book value. Neither the construction, positioning nor use of any of the Company's assets, nor the assets themselves contravene any relevant provision of any legislation, regulation or other requirement having the force of law, and all such assets owned or used by the Company are in good repair and capable of being used for the purposes for which they were designed, acquired or used by the Company and have throughout their period of ownership by the Company been maintained and serviced in accordance with their manufacturers' recommendations.
19. The Company is not a party to:
  - (a) any contract which involves or is likely to involve obligations, restrictions or expenditure of an unusual or onerous nature or which, in accordance with its terms, cannot or will not be fulfilled or performed within 3 months from the date of such contract;



- (b) any contract materially or adversely affecting its business or assets or restricting the Company's freedom of action in relation to its normal business activities;
  - (c) any contracts not made in the ordinary course of business;
  - (d) any contracts for the purchase of materials, supplies or equipment which are in excess of the requirements of the Company for its normal operating purposes or require expenditure in excess of HK\$500,000;
  - (e) any sales agency, distribution, marketing, purchasing or licensing agreements;
  - (f) any joint venture, agency or partnership arrangement or agreement or similar arrangement or agreement;
  - (g) any contract for services (other than contracts for the supply of normal office services); or
  - (h) any agreement in which any of the Vendor or any of the directors of the Company is interested (directly or indirectly).
20. No unusual trade discounts or other special terms have been incorporated into any contract entered into by the Company and the copy of the Company's standard terms and conditions of sale (if any) provided to the Purchaser is complete and accurate.
21. There are no contracts or obligations, agreements or arrangements to which the Company is a party or by which the Company is bound which are void, illegal, unenforceable, registrable or notifiable under or contravening any laws or regulations.
22. There are no agreements concerning the Company which can be terminated or which have been terminated or under which the rights of any person are liable to be materially adversely affected as a result of a change in control of the Company or in the composition of the board of directors of the Company.
23. There are no circumstances whereby following a change in the control of the Company or in the composition of the board of directors of the Company the principal customers of or suppliers to the Company would cease to remain customers or suppliers to the same extent and of the same nature as prior to the date hereof.
24. No goods delivered by the Company prior to the date hereof have been defective or in any way failed to comply with the terms of sale thereof or with the requirements of law and no services provided by the Company prior to the date hereof have been provided in a negligent manner or in any other manner which would entitle the recipient of such services to claim damages against the Company.
25. The Company has no liabilities except liabilities arising in the ordinary course of business under purchase orders, supply contracts, sale contracts, or other liabilities not

required by generally accepted accounting principles to be referred to in the Accounts and the Company is not owed any moneys other than trade debts and cash at bank.

26. Save for the acquisition of the Property, the Company has no material capital commitments.
27. The Vendor has provided to the Purchaser full and accurate details of each bank, or other financial institution at which the Company has an account or safety deposit box and the names of all persons authorised to draw thereon or have access thereto.
28. All amounts received by the Company have been deposited with one or other of such banks or other financial institutions and appear in the appropriate accounting books.
29. There are no loans, guarantees, pledges, mortgages, charges, liens, debentures, encumbrances or unusual liabilities given, made or incurred by or on behalf of the Company (and, in particular, but without limiting the foregoing, no loans have been made by or on behalf of the Company to any directors or shareholders of the Company) and no director or other person has given any guarantee of or security for any financial or other obligation of the Company.
30. The Company is not in default under any provision of any contract or agreement to which it is a party or by which it is bound and no event has occurred which constitutes a default, or which with the giving of notice or the passage of time or otherwise, would constitute a default under such contract or agreement or which would require the premature repayment of any loans or other amounts due thereunder and no party with whom the Company has entered into any agreement is in default thereunder.
31. The books and records of the Company accurately present and reflect in accordance with generally accepted accounting principles and standards within the Company's jurisdiction of incorporation all transactions entered into by the Company or to which it has been a party and all documents which are subject to stamp or similar duty have been duly stamped.
32. All amounts outstanding and appearing in the books of the Company as loan accounts or as due to directors or shareholders wholly represent money or moneys worth paid or transferred to the Company as the case may be or remuneration accrued due and payable for services rendered and (save for such remuneration and save for dividends) no part thereof has been provided directly or indirectly out of the assets of the Company.
33. The Company is not the subject of any official investigation or inquiry and there are no facts which are likely to give rise to any such investigation or inquiry.
34. The Company has at all times carried on its business in compliance with all applicable laws and regulations and neither the Company, nor any of its officers or employees, has committed any criminal offence or any tort or any breach of the requirements or conditions of any statute, treaty, regulation, bye-law or other obligation relating to the Company or the carrying on of its business and without prejudice to the generality of the foregoing the Company has obtained all licences and consents necessary for the

carrying on of its business, and all such licences and consents are valid and subsisting and there is no reason why any of them should be suspended, cancelled or revoked.

35. The Company has given no powers of attorney and no other authority express, implied or ostensible which is still outstanding or effective to any person to enter into any contract or commitment to do anything on its behalf other than the authority of employees to enter into routine trading contracts in the normal course of their duties.

#### Property

36. The Company has submitted a form of tender on 4 June 2007 for the purchase of the Property at the price of HK\$155,000,000 which has been accepted by Hang Seng Bank Limited as vendor ("Hang Seng Bank"), and the Company entered into a memorandum of agreement for sale and purchase on 13 June 2007 ("Memorandum of Agreement") with Hang Seng Bank to confirm the sale and purchase of the Property. The Company has paid deposit of HK\$15,500,000 to Hang Seng Bank. Completion of the purchase of the Property shall take place on or before 31 August 2007.

#### Confidential Information

37. The Company does not use any processes and is not engaged in any activities which involve the misuse of any know-how, lists of customers or suppliers, trade secrets, technical processes or other confidential information ("Confidential Information") belonging to any third party. There has been no actual or alleged misuse by any person of any of its Confidential Information. The Company has not disclosed to any person any of its Confidential Information except where such disclosure was properly made in the normal course of the Company's business and was made subject to an agreement under which the recipient is obliged to maintain the confidentiality of such Confidential Information and is restrained from further disclosing it or using it other than for the purposes for which it was disclosed by the Company.

#### Intellectual Property Rights

38. The Company does not use any processes and is not engaged in any activities which infringe any patents, copyrights, trademarks, designs, business names or other registerable or unregistrable intellectual property rights ("Intellectual Property Rights") of any third party. The Company is the sole beneficial owner of all Intellectual Property Rights used in connection with its business and the same are valid and enforceable and all such Intellectual Property Rights which are registerable are registered in its name as sole proprietor. No licences or registered user or other rights have been granted or agreed to be granted to any third party in respect thereof. The Company has taken all action necessary to maintain its Intellectual Property Rights and there has been no attack or challenge on any grounds in respect of such Intellectual Property Rights. There has been no actual or alleged infringement of any such Intellectual Property Rights.

#### Business Names

39. The Company does not carry on business under any name other than its own.

### Litigation

40. The Company is not involved whether as plaintiff or defendant or otherwise in any civil, criminal or arbitration proceedings (apart from debt collecting in the ordinary course of business) or in any proceedings before any tribunal and no such proceedings are threatened or pending.
41. There are no facts or circumstances which are likely to result in any such proceedings being brought by or against the Company or against any person for whose acts or defaults the Company may be vicariously liable.
42. In particular but without prejudice to the generality of the foregoing there are no disputes between the Company and its customers, suppliers or employees in relation to defective or unsafe goods, plant or work or any loss, damage or personal injury resulting therefrom.
43. There is no unsatisfied judgment, court order or tribunal or arbitral award outstanding against the Company and no distress, execution or process has been levied on any part of its business or assets.

### Employment Matters

44. There is no past, existing, threatened or pending dispute involving the Company and any group or category of its employees and there is no arrangement between the Company and any trade union or organisation representing any such employees.
45. No circumstances have arisen under which the Company is required to pay, or is likely to be required to pay, damages in relation to the dismissal of or to reinstate or re-engage any former employee.
46. There are no existing service or other agreements or contracts between the Company and any officers or employees which cannot be fairly and properly terminated by three (3) calendar months' notice or less without giving rise to any claim for damages or compensation and the Company has no scheme or arrangement for the payment of bonuses to employees and the Company has complied with all its obligations under all ordinances and regulations, codes, orders, awards and agreements in connection with its employees and the particulars provided to the Purchaser show all remuneration payable and other benefits provided or which the Company is bound to provide (whether now or in the future) to each officer and employee of the Company and are true and complete.
47. There are no share option or share incentive or similar schemes for any officers or employees of the Company.

### Matters since the Accounting Date

48. Since the Accounting Date:

- (a) there has been no interruption or alteration in the nature, scope or manner of the business of the Company which business has been carried on lawfully and in the ordinary and usual course of business so as to maintain it as a going concern;
- (b) there has been no material adverse change in the customer relations of the said business or in the financial condition or the position, prospects, assets or liabilities of the said business or the Company as compared with the position disclosed by the Accounts and no damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- (c) the Company has continued to pay its creditors in the ordinary course of business;
- (d) except in the ordinary course of business no tender, quotation or offer issued by the Company and still outstanding is or will be capable of giving rise to a contract merely by an order, acceptance or other action by another party;
- (e) the Company has not repaid any loan capital in whole or in part (other than indebtedness to its bankers) nor has it become bound or liable to be called upon to repay prematurely any loan capital or borrowed moneys;
- (f) the Company has not acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business;
- (g) the Company has not waived or released any rights of a material or substantial value howsoever arising;
- (h) the Company has not acquired or disposed of or granted any right or option or created any other encumbrance over any of the Property or any land or buildings or any estate or interest therein or parted with possession of the whole or any part thereof or agreed to do any of the same;
- (i) the Company has not incurred any capital expenditure or made any capital commitment or disposed of any fixed assets;
- (j) the Company has not hired or dismissed any employee;
- (k) where relevant, no sum or benefit has been paid, applied or voted to any officer or employee of the Company by way of remuneration, bonus, incentive or otherwise in excess of the amounts paid or distributed to them by the Company at the Accounting Date so as to increase their total remuneration and no new service agreements have been made or entered into by the Company since the Accounting Date and the Company is under no contractual or other

obligation in respect thereof nor has the Company changed the terms of service of any officer or employee;

- (l) no dividends, bonuses or other distributions have been paid or made in respect of any of the shares of the Company;
- (m) no share or loan capital of the Company has been issued or agreed to be issued or any option or right thereover granted;
- (n) the Company has not undergone any capital reorganisation or change in its capital structure;
- (o) no resolutions have been passed by the Company and nothing has been done in the conduct or management of the affairs of the Company which would be likely materially to reduce the net asset value of the Company;
- (p) the Company has not made any purchase or sale or introduced any method of management or operation in respect of the business undertaking or assets of the Company except in a manner consistent with proper prior practice;
- (q) the Company has not incurred or become subject to any liability or obligation (absolute or contingent) except current liabilities and obligations incurred under contracts entered into in the ordinary course of business; and
- (r) the Company has not discharged or satisfied any lien or encumbrance or any other obligation or liability (absolute or contingent) other than liabilities disclosed in the Accounts as at the Accounting Date and current liabilities incurred since the Accounting Date in the ordinary course of business.

#### Environmental Law

49. In this paragraph:

- (a) “Dangerous Substance” means any natural or artificial substance (whether in the form of solid, liquid, gas or vapour, alone or in combination with any other substance) capable of causing harm to man or any other living organism, or capable of damaging the environment or public health or welfare, including but not limited to controlled, special, hazardous, toxic or dangerous waste.
- (b) “Environmental Law” means all statutes, common law, by-laws, regulations, directives, codes of practice, circulars, guidance notes and the like (whether in HK or elsewhere) concerning the protection of human health or the environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of a Dangerous Substance; and
- (c) “Environmental Licence” means any permit, licence, authorisation, consent or other approval required under or in relation to any Environmental Law.

50. The Company has obtained all requisite Environmental Licences and has at all times complied in all material respects with all applicable Environmental Law and with the terms and conditions of those licences and there are no circumstances likely to give rise to any modification, suspension or revocation of an Environmental Licence.
51. Neither the Company nor any other person has disposed of, stored, transported, or emitted any Dangerous Substance at, on, from or under any Property nor has the Company disposed of, store, transported, or emitted any Dangerous Substance at, on, from or under any other premises except in compliance with the Environmental Law.

#### Accuracy of Information Provided

52. All information contained in this Agreement (including the recitals) is true and accurate.
53. All written information given to the Purchaser and its professional advisers by the Vendor, the officers and employees of the Company, the Vendor's professional advisers and the Company's advisers during the negotiations prior to this Agreement was when given, and is at the date hereof, true and accurate and there is no fact, matter or circumstance which has not been disclosed in writing to the Purchaser or its professional advisers which renders any such information untrue, inaccurate or misleading or which might reasonably affect the willingness of the Purchaser to proceed with the purchase of the Shares on the terms of this Agreement.

#### General

54. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in the breach or cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Company is a party or by which the Company or the Property or assets may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Company.

SCHEDULE 6

DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made the        day of        , 2007

BETWEEN:

1. **Lucy Tin Chua**, holder of the Republic of the Philippines passport No.LL983499, whose address is 1658A, Linao St, Paco, Manila, Philippines (the "Assignor"); and
2. **Shenzhen High-Tech Holdings Limited**, a limited liability company incorporated under the laws of the Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda (the "Assignee").

WHEREAS:

- (A) Glory Faith Holdings Limited (the "Company") is indebted to the Assignor in the sum of HK\$15,505,694.00 as interest free unsecured loan (the "Loan").
- (B) By an agreement (the "Agreement") dated 5 July 2007, the Assignor has agreed to transfer and assign all its benefits in the Loan for consideration mentioned in the Agreement and to execute this Deed.

NOW THIS DEED WITNESSETH as follows:

- (1) Words and expressions used herein, unless otherwise expressed or required by context, shall have the same meanings as those used or defined in the Agreement.
- (2) In consideration of the payment in cash as the Consideration mentioned in the Agreement by the Assignee to the Assignor, the Assignor hereby assigns unto the Assignee all the rights and benefits of the Loan absolutely and with immediate effect.
- (3) The Assignor hereby warrants to the Assignee that:
  - (a) the Loan is validly owing by the Company to the Assignor;
  - (b) no event has occurred directly or indirectly whereby any part of the Loan has or may have or may become unenforceable or any rights or benefits of the Loan of the Assignor or any rights or remedies have been or may have been adversely affected;
  - (c) the Assignor is entitled to enter into this Deed and assign the Loan without any consent or approval from any third party;



(d) the Loan represents all the amounts due from the Company to the Assignor, as at the date hereof; and

(e) the Assignor will as soon as practicable after being called upon by the Assignee so to do execute all further assurances and notices and do all deeds as may be reasonably required by the Assignee to perfect the title of the Assignee to the Loan.

(4) Hong Kong law shall apply and the parties agree to submit to the non-exclusive jurisdiction of its Courts.

IN WITNESS whereof the parties have executed this Deed under seal the day and year first above written.

SIGNED, SEALED and DELIVERED            )  
by the Assignor                                )  
  )  
  )  
in the presence of:                            )

SEALED with the Common Seal            )  
of the Assignee and signed                )  
by    )  
  )  
in the presence of:                            )