

Date : 15 April 2009

Growth Time Holdings Limited

Attn : Ms. Elizabeth Sia Ching

Dear Sir / Madam,

Re : Proposed purchase of unlisted warrants to subscribe for 60,000,000 shares (the "Subject Warrants) of HK\$0.20 each of Shenzhen High-Tech Holdings Limited (the "Company")

We refer to the Warrant Instrument of the Company dated 22 October 2007 constituting the 240,000,000 unlisted warrants in registered form to subscribe for shares in the capital of the Company (the "**Warrants**").

We hereby offer to purchase, on a conditional basis, the Subject Warrants from you (the "**Offer**"), representing 25% of the outstanding Warrants under the following terms and conditions :-

1. **VENDOR :** Growth Time Holdings Limited , being the registered and beneficial owner of the Subject Warrants
2. **PURCHASER :** Shenzhen High-Tech Holdings Limited
3. **CONSIDERATION :** HK\$450,000.00 (the "**Consideration**")
4. **PAYMENT TERM :** Subject to completion, the Consideration shall be paid by the Company to the Vendor on the Completion Date (as defined below)
5. **CONDITIONS :** The sale and purchase of the Subject Warrants is conditional upon the fulfillment of the following conditions (the "**Conditions**") :-
 - (a) the receipt by the Company of the acceptance letters issued by all the four existing warrant holders of the Company (including the Vendor) to the Company agreeing to sell all the outstanding Warrants to the Company; and
 - (b) the compliance by the Company of all the relevant laws and regulatory requirements including but not limited to the Bermuda laws and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited in relation to the proposed sale and purchase of all the outstanding Warrants of the Company.

The Company will notify the Vendor in writing when the Conditions have been fulfilled.

If the Conditions shall not have been fulfilled on or before 5:00 p.m. on 15 April 2009, the agreement for the sale and purchase of the Subject Warrants shall forthwith be terminated automatically and shall cease to have any further effect save in respect of any antecedent breach.

6. **COMPLETION :** Completion of the sale and purchase of the Subject Warrants shall take place at the office of the Company at 2406, 24th Floor, World-Wide House, 19 Des Voeux Road Central, Hong Kong at 11:00 a.m. on the second Business Day after the day of fulfilment of all the Conditions (the "**Completion Date**"), when the following business shall be simultaneously transacted :-

- (a) the Company shall deliver to the Vendor a cheque or shall remit to the account designated by the Vendor the sum of HK\$450,000.00 and will deduct the stamp duty and relevant expenses therefrom, being the payment of the Consideration; and
- (b) the Vendor shall deliver to the Company the following :-
 - (i) instrument of transfer in favour of the Company in respect of the Subject Warrants all duly executed by the Vendor;
 - (ii) original warrant certificates in respect of the Subject Warrants; and
 - (iii) a certified copy of the resolutions of the board of directors of the Vendor authorising the execution of and the performance by the Vendor of its obligations under the Offer as set out in this offer letter.

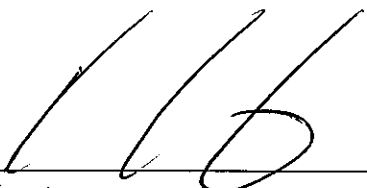
It is a condition that completion of the sale and purchase of all the outstanding Warrants shall take place at the same time, so that in default of the performance of any obligations of any of the existing warrant holders, the Company shall not be obliged to complete the purchase as aforesaid (without prejudice to any further legal remedies).

“Business Day” means a day on which licensed banks are generally open for banking business in Hong Kong, other than Saturdays, Sundays and any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a black rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon.

7. **STAMP DUTY** : All tax / stamp duty (if any) arising from the sale and purchase of the Subject Warrants herein shall be borne by the Vendor and the Company in equal shares.
8. **LEGAL COSTS** : Each party shall bear its own legal costs and expenses.
9. **GOVERNING LAW** : This offer letter and its interpretation, execution and enforcement are governed by the laws of the Hong Kong Special Administrative Region of the People’s Republic of China.

Please confirm your acceptance to the Offer for purchase of the Subject Warrants as set out above by signing and returning the enclosed acceptance letter to us as soon as possible and in any event not later than 5:00 p.m. on 15 April 2009, otherwise the Offer shall lapse and cease to have any effect.

Yours faithfully,
For and on behalf of
Shenzhen High-Tech Holdings Limited



Director