



Dated 15 September 2015

EQUITY BASE INVESTMENTS LIMITED
FOUR SHEETS LIMITED
LOFTY SWAN INVESTMENTS LIMITED
SMART STATE DEVELOPMENTS LIMITED
MASS NATION INVESTMENTS LIMITED
ESTEEM OCEAN LIMITED
MISSION INVESTMENTS HOLDINGS LIMITED
CHARTER PEARL LIMITED
LEADTON CORP.
SKYTOP TECHNOLOGY LIMITED
HIGH RHINE LIMITED
AND
JOINT GLOBAL LIMITED

JOINT VENTURE AGREEMENT

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THIS AGREEMENT is made on 15 September 2015

BETWEEN:-

- (1) **EQUITY BASE INVESTMENTS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Coastal Building, Wickham's Cay II P.O. Box 2221, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Suites 2001 & 2002, AIA Central, 1 Connaught Road Central, Hong Kong ("**Joint Venture Partner A**");
- (2) **FOUR SHEETS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Coastal Building, Wickham's Cay II P.O. Box 2221, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Room 1603-05, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong ("**Joint Venture Partner B**");
- (3) **LOFTY SWAN INVESTMENTS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at NovaSage Chambers, P.O. Box 4389, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Room 2810, 28th Floor, West Tower, Shun Tak, Centre, 200 Connaught Road Central, Hong Kong ("**Joint Venture Partner C**");
- (4) **SMART STATE DEVELOPMENTS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Suite 3205, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong ("**Joint Venture Partner D**");
- (5) **MASS NATION INVESTMENTS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Coastal Building, Wickham's Cay II P.O. Box 2221, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at 29th Floor, China United Centre, 28 Marble Road, North Point, Hong Kong ("**Joint Venture Partner E**");
- (6) **ESTEEM OCEAN LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Rooms 4917-4932, 49th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong ("**Joint Venture Partner F**");
- (7) **MISSION INVESTMENTS HOLDINGS LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Coastal Building, Wickham's Cay II P.O. Box 2221, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Suite 903, 9th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong ("**Joint Venture Partner G**");
- (8) **CHARTER PEARL LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Units 2502-5, 25th Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong ("**Joint Venture Partner H**");
- (9) **LEADTON CORP**, a limited liability company incorporated in the British Virgin Islands and having its registered office at Portcullis Trustnet Chambers, P.O. Box 3444, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at Room 4503-5, 45/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong ("**Joint Venture Partner I**");

- (10) **SKYTOP TECHNOLOGY LIMITED**, a limited liability company incorporated in Hong Kong and having its registered office at Room 4503-5, 45/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (“**Joint Venture Partner J**”);
- (11) **HIGH RHINE LIMITED**, a limited liability company incorporated in the British Virgin Islands and having its registered office at 263 Main Street, Road Town, Tortola, British Virgin Islands with its correspondence address in Hong Kong at 32nd Floor, China United Centre, 28 Marble Road, Hong Kong (“**Joint Venture Partner K**”); and
- (12) **JOINT GLOBAL LIMITED**, a limited liability company incorporated in Republic of the Marshall Islands and having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (the “**Company**”).

WHEREAS:

- (A) The Company is a limited liability company incorporated in Republic of the Marshall Islands and is authorised to issue up to a maximum of 500,000,000 Shares. Brief particulars of the Company are set out in Schedule 1.
- (B) The Joint Venture Partners and the Company have agreed that the Joint Venture Partners will set up a joint venture using the Company as the joint venture vehicle subject to and on the terms of this Agreement.

NOW IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Business Day”	any day (other than Saturdays, Sundays, public holidays or days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks are open for business in Hong Kong;
“Bylaws”	the form of bylaws to be adopted by the Company on or prior to the Completion Date substantially in the form and substance set out in Schedule 3 hereto;
“Completion”	completion of the contribution of HEC Shares in exchange for the Joint Venture Shares and, where the context requires, also means the performance by the parties of their respective obligations in accordance with the provisions of Clause 4.2;
“Completion Date”	within 3 Business Days after the day on which the Conditions Precedent have been fulfilled which shall not be later than 15 October 2015 or any other date which may be agreed by the parties hereto;
“Condition Precedent”	the conditions precedent listed in Clause 3 and a “Conditions Precedent” shall mean any one of the conditions precedent;
“Encumbrances”	any option, right to acquire, mortgage, charge, pledge, lien, assignment, hypothecation, title retention, preferential right, trust arrangement or other form of security or encumbrance and including without limitation any agreement or commitment to give or create any of the above;

“HEC Capital”	means HEC Capital Limited (中南融資有限公司), a company incorporated in the Cayman Islands whose registered office is situate at Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman, KY1-1209, Cayman Islands;
“HEC Share(s)”	ordinary share(s) of HK\$0.10 of HEC Capital;
“Joint Venture Partners’ Agreement”	the agreement to be entered into among the Joint Venture Partners substantially in the form and substance set out in Schedule 2 hereto;
“Joint Venture Partner(s)”	Joint Venture Partner A, Joint Venture Partner B, Joint Venture Partner C, Joint Venture Partner D, Joint Venture Partner E, Joint Venture Partner F, Joint Venture Partner G, Joint Venture Partner H, Joint Venture Partner I, Joint Venture Partner J, and Joint Venture Partner K, and each a “Joint Venture Partner”;
“Joint Venture Shares”	new Shares to be taken up by the Joint Venture Partners under this Agreement;
“Law”	any national, provincial, local or similar statute, law, ordinance, regulation, rule, code, proclamation, by-law, order, judgment, decree, requirement, or rule of law of Hong Kong or other jurisdiction as applicable to any party to this Agreement;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Share(s)”	ordinary share(s) of no par value each of the Company; and
“Stock Exchange”	The Stock Exchange of Hong Kong Limited.

1.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporate.

1.3 References herein to statutory provisions are references to those provisions as respectively amended or re-enacted from time to time (if and to the extent that the provisions as amended or re-enacted are for the purposes hereof equivalent to those provisions before such amendment or re-enactment) and shall include any provision of which there are re-enactments (if and to the extent aforesaid).

1.4 References herein to “Clauses” and “Schedules” are to clauses and schedules of this Agreement respectively.

1.5 The Clause headings in and the table of contents to this Agreement are for convenience only and shall not affect its interpretation.

2. TAKING UP OF JOINT VENTURE SHARES

2.1 Subject to the fulfilment of the Conditions Precedent, at Completion the Company agrees to allot and issue to the Joint Venture Partners (or their respective nominees which must be a company wholly-owned by it), and each of the Joint Venture Partner agrees to take up, or procure such nominee to take up, such number of Joint Venture Shares set out opposite each Joint Venture Partner’s name in column (2) below ranking pari passu in all respects with the Shares(s) in issue, free from Encumbrances and with all dividends, benefits and

other rights existing at Completion or thereafter becoming attached or accruing thereto, by way of transferring (or procuring its nominee(s) to transfer) HEC Shares to the Company on the Completion Date in the manner set out in column (3) below:-

(1) Joint Venture Partner	(2) Number of Joint Venture Shares to be taken up	(3) Number of HEC Shares to be transferred by Joint Venture Partner into the Company
Joint Venture Partner A	18,000,000	18,000,000
Joint Venture Partner B	10,000,000	10,000,000
Joint Venture Partner C	8,000,000	8,000,000
Joint Venture Partner D	25,000,000	25,000,000
Joint Venture Partner E	56,800,000	56,800,000
Joint Venture Partner F	50,000,000	50,000,000
Joint Venture Partner G	41,000,000	41,000,000
Joint Venture Partner H	36,500,000	36,500,000
Joint Venture Partner I	23,800,000	23,800,000
Joint Venture Partner J	100,000	100,000
Joint Venture Partner K	12,000,000	12,000,000

3. CONDITIONS PRECEDENT

3.1 The obligations of the parties hereto to effect Completion are conditional upon the following conditions having been satisfied on or prior to the Completion Date:

- (a) the execution and delivery of the Joint Venture Partners' Agreement by each of the parties thereto;
- (b) the adoption of the Bylaws;
- (c) the taking of all actions and passing of all resolutions as may be required to issue the Joint Venture Shares in accordance with the terms herein contained;
- (d) each of the parties hereto having obtained all necessary consents, approvals and permissions for the entering into of this Agreement and the Joint Venture Partners' Agreement and performance and completion of the transactions contemplated thereunder; and
- (e) (if required) compliance with all legal and regulatory requirements (including, without limitation, the Listing Rules by any parent undertaking of any party (as the case may be)) relating to this Agreement and the Joint Venture Partners' Agreement and the transactions contemplated thereunder.

3.2 If the aforesaid conditions set out in Clause 3.1 have not been fulfilled on or before the Completion Date for whatever reason, this Agreement shall cease and determine,

thereafter neither party shall have any objections and liability towards each other hereunder save for any antecedent breaches of the terms hereof.

4. COMPLETION

4.1 Subject to all the Conditions Precedent having been satisfied, Completion shall take place at the offices of Wilson House 1001-2, Wyndham Street, Central, Hong Kong at 3 p.m. on the Completion Date (or at such other time, place or date as the Company and the Joint Venture Partners may agree in writing).

4.2 At Completion, all (but not some only) the following business shall be transacted:-

- (i) The Company shall deliver to each of the Joint Venture Partners a certified copy of the resolutions of the board of directors and shareholders (as the case may be) of the Company approving the following:-
 - (a) the adoption of the Bylaws;
 - (b) the issue and allotment of the Joint Venture Shares to the Joint Venture Partners (or their respective nominees);
 - (c) the issue of new share certificates in respect of the Joint Venture Shares in the name of the Joint Venture Partners (or their respective nominees); and
 - (d) the registration of the Joint Venture Partners (or their respective nominees) as the registered holder(s) of their respective Joint Venture Shares.
- (ii) the Company shall (a) allot and issue the Joint Venture Shares to the Joint Venture Partners (or their respective nominees) credited as fully paid, (b) deliver to each Joint Venture Partner one share certificate in respect of its Joint Venture Shares in the name of that Joint Venture Partner (or its nominee) and (c) enter the name of each Joint Venture Partner (or its nominee) on the register of members of the Company in respect of its Joint Venture Shares;
- (iii) each of the Joint Venture Partners (or their respective nominees) and the Company shall deliver a counterpart of the Joint Venture Partners' Agreement duly executed by it;
- (iv) each of the Joint Venture Partners shall deliver to the Company an application for the Joint Venture Shares to be exchanged hereunder;
- (v) each of the Joint Venture Partners shall transfer or procure the transfer to the Company of such number of HEC Shares corresponding to the name of such Joint Venture Partner (as set out in column (3) of the table in clause 2.1 above) (the "**Transferred Shares**") and that such transfer shall be made for value on the Completion Date by delivering the following:
 - (a) duly executed and valid instrument(s) of transfer and the sold note(s) in relation to the aggregate of the Transferred Shares in favour of the Company;
 - (b) duly issued new share certificate for the Transferred Shares in the name of the Company; and
 - (c) certified copy of the minutes or resolutions of its board meeting approving this Agreement and the transactions contemplated hereunder.

4.3 Without prejudice to any further legal remedies, no party hereto shall be obliged to complete this Agreement or perform any obligations hereunder unless other parties

complies fully with the requirements of Clause 4.2.

4.4 Clauses 6, 7, 8, and 9 shall survive termination of this Agreement.

5. REPRESENTATIONS WARRANTIES AND UNDERTAKINGS

5.1 Each of the Joint Venture Partners hereby severally represents warrants and undertakes to the Company that as at the date hereof (subject to satisfaction of the Conditions Precedent) and as at Completion:-

- (i) it is duly incorporated or organized and existing and is of current standing under the Laws of the jurisdiction of its incorporation or organization having full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder, and all corporate and other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement is a legal, valid and binding agreement on it, enforceable in accordance with its terms;
- (ii) the obligations of it under this Agreement are and will at all times constitute direct, unconditional, unsecured, unsubordinated and general obligations of, and will rank at least pari passu with, all other present and future outstanding unsecured obligations, issued, created or assumed by it;
- (iii) the execution, delivery and performance of this Agreement by it does not and will not violate in any respect any provision of:
 - (a) any Law;
 - (b) its constitutional documents; or
 - (c) any agreement or other undertaking to which it is a party or which is binding upon it or any of its assets, and does not and will not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such agreement or other undertaking.

5.2 The Company hereby represents, warrants and undertakes to the Joint Venture Partners that as at the date hereof and as at Completion:-

- (i) it is duly incorporated or organized and existing and is of current standing under the Laws of the jurisdiction of its incorporation or organization having full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder, and all corporate and other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement is a legal, valid and binding agreement on it, enforceable in accordance with its terms;
- (ii) the obligations of the Company under this Agreement are and will at all times constitute direct, unconditional, unsecured, unsubordinated and general obligations of, and will rank at least pari passu with, all other present and future outstanding unsecured obligations, issued, created or assumed by the Company;
- (iii) the execution, delivery and performance of this Agreement by the Company does not and will not violate in any respect any provision of:
 - (a) any Law;
 - (b) Articles of Incorporation or Bylaws of the Company; or

- (c) any agreement or other undertaking to which the Company is a party or which is binding upon it or any of its assets, and does not and will not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such agreement or other undertaking;
- (iv) the Joint Venture Shares will, when issued on Completion, be duly and validly issued and fully paid, free from all Encumbrances or third party rights of whatsoever nature, and rank equally in all respects with all other shares of the Company then in issue, with all dividends, benefits and other rights existing at Completion or thereafter becoming attached or accruing thereto; and
- (v) the information on the Company as set out in Schedule 1 hereto is complete and accurate in all respects.

6. CONFIDENTIALITY

- 6.1 No announcement and/or no public disclosures (other than any public disclosures required by Law or the Listing Rules by any parent undertaking of any party) on any matter concerning or connected with this Agreement or the Company or any matter ancillary thereto shall be made without the prior written approval of all parties hereto. So far as reasonably practicable, each party hereto shall in good faith consult the other as to the content, manner of making, and timing of any such announcement (whether one made with the approval or one required by Law) and each party hereto shall comply with such requests in respect thereof as the other party shall reasonably make.
- 6.2 Each party hereto agrees that it shall not either during the continuance of this Agreement or at any time thereafter disclose or divulge to any person whatsoever or use or exploit for its own purpose or benefit or for the purpose or benefit of any other person, firm or corporation any confidential information relating to any other party or to any of the respective clients or business contacts of any such party which may have come to its knowledge (except to the extent such information is in the public domain other than due to its act or default).
- 6.3 For the purposes of this Clause 6, the expression "party" shall include the subsidiary companies of any party and any other company controlled by that party and the employees or agents of that party and of such subsidiaries or controlled companies.

7. GENERAL

- 7.1 Each party to this Agreement shall bear its own legal and professional fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.
- 7.2 If at any time one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.
- 7.3 Time shall be of the essence of this Agreement.
- 7.4 This Agreement shall be binding on and shall enure for the benefit of the successors and assigns of the parties to this Agreement but shall not be capable of being assigned by any of the parties to this Agreement without the prior written consent of the other parties.
- 7.5 This Agreement may be signed in any number of counterparts, all of which when exchanged and taken together shall constitute one and the same instrument. Any party to this Agreement may enter into this Agreement by signing any such counterpart.
- 7.6 All provisions of this Agreement shall so far as they are capable of being performed or

observed continue in full force and effect notwithstanding Completion except in respect of those matters then already performed.

- 7.7 No delay or failure by a party to this Agreement to exercise or enforce (in whole or in part) any right provided by this Agreement or by Law shall operate as a release or waiver, or in any way limit that party's ability to further exercise or enforce that, or any other, right. A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the party against whom that waiver is claimed.
- 7.8 This Agreement constitutes the entire Agreement between the parties in relation to its subject matter and supersedes all prior agreements and understanding whether oral or written with respect to such subject matter.
- 7.9 No amendment to this Agreement shall be effective unless it is in writing and signed by all the parties to this Agreement. No consent or approval to be given pursuant to this Agreement will be effective unless it is in writing and signed by the relevant party to this Agreement.
- 7.10 Nothing in this Agreement shall be deemed to constitute a partnership between the parties to this Agreement nor constitute any party the agent of the other party or otherwise entitle any party to have authority to bind the other party for any purpose.

8. NOTICES

Any notice required to be given under this Agreement shall be deemed duly served if served by hand delivery, by post or by facsimile transmission to the addresses provided below or to such other address as may have been last notified in writing by or on behalf of the relevant party to the other party hereto. Any such notice shall be deemed to be served at the time when left at the address of the party to be served against the signature of an acknowledgement receipt or, if sent by post, shall be deemed received (if posted in Hong Kong to a Hong Kong address) two (2) Business Days or (in other cases) five (5) Business Days after the date of dispatch, or if served by facsimile transmission, when sent. In proving service it shall be sufficient, in the case of service by facsimile transmission, to prove that the transmission was confirmed as sent by the originating machine.

To Joint Venture Partner A:

Address: Suites 2001 & 2002, AIA Central, 1 Connaught Road Central, Hong Kong
Facsimile: (852) 2562 5512
Attention: Board of Directors

To Joint Venture Partner B:

Address: Room 1603-05, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong
Facsimile: (852) 2865 4654
Attention: Board of Directors

To Joint Venture Partner C:

Address: Room 2810, 28th Floor, West Tower, Shun Tak, Centre, 200 Connaught Road Central, Hong Kong
Facsimile: (852) 2907 6123
Attention: Board of Directors

To Joint Venture Partner D:

Address: Suite 3205, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim
Sha Tsui, Kowloon, Hong Kong
Facsimile: (852) 2579 0055
Attention: Board of Directors

To Joint Venture Partner E:

Address: 29th Floor, China United Centre, 28 Marble Road, North Point,
Hong Kong
Facsimile: (852) 3521 1833
Attention: Board of Directors

To Joint Venture Partner F:

Address: Rooms 4917-4932, 49th Floor, Sun Hung Kai Centre, 30 Harbour
Road, Wanchai, Hong Kong
Facsimile: (852) 3160 8455
Attention: Board of Directors

To Joint Venture Partner G:

Address: Suite 903, 9th Floor, Great Eagle Centre, 23 Harbour Road,
Wanchai, Hong Kong
Facsimile: (852) 3105 0518
Attention: Board of Directors

To Joint Venture Partner H:

Address: Units 2502-5, 25th Floor, Harbour Centre, 25 Harbour Road,
Wanchai, Hong Kong
Facsimile: (852) 3926 1999
Attention: Board of Directors

To Joint Venture Partner I:

Address: Room 4503-5, 45/F, China Resources Building, 26 Harbour Road,
Wanchai, Hong Kong
Facsimile: (852) 2824 2616
Attention: Board of Directors

To Joint Venture Partner J:

Address: Room 4503-5, 45/F, China Resources Building, 26 Harbour Road,
Wanchai, Hong Kong
Facsimile: (852) 2824 2616
Attention: Board of Directors

To Joint Venture Partner K:

Address: 32nd Floor, China United Centre, 28 Marble Road, Hong Kong
Facsimile: (852) 2520 6123
Attention: Board of Directors

To the Company:

Address: Wilson House, 1001-2 Wyndham Street, Central, Hong Kong

Facsimile: (852) 2520 6123
Attention: Board of Directors

9. GOVERNING LAW

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

Schedule 1

Particulars of the Company

Name:	Joint Global Limited
Registered number:	79032
Registered office:	Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960
Place of incorporation:	Republic of The Marshall Islands
Date of incorporation:	14 September 2015
Authorised shares:	500,000,000 Shares of no par value

Schedule 2


FORM OF JOINT VENTURE PARTNERS' AGREEMENT

Schedule 3

FORM OF BYLAWS

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

SIGNED by *Lo Yuen Wa Peter*)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

For and on behalf of
EQUITY BASE INVESTMENTS LIMITED
 *30/9/2015*
.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
FOUR SHEETS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

SIGNED by)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
FOUR SHEETS LIMITED)
in the presence of:-)

For and on behalf of
Four Sheets Ltd

.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)

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SIGNED by)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
FOUR SHEETS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

For and on behalf of
LOFTY SWAN INVESTMENTS LIMITED


.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

SIGNED by)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
FOUR SHEETS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by **Chan Mee Sze**)
for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
in the presence of:- **Lam Suk Ping**)



For and on behalf of
SMART STATE DEVELOPMENTS LIMITED
駿城發展有限公司



.....
Authorised Signature(s)

SIGNED by)
for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

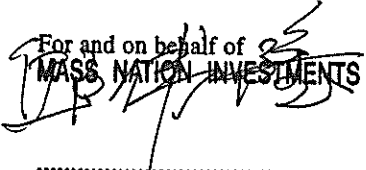
SIGNED by)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
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FOUR SHEETS LIMITED)
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for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

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for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
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for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

For and on behalf of)
MASS NATION INVESTMENTS LIMITED)
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Authorized Signature(s)

SIGNED by)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written.

SIGNED by)
for and on behalf of)
EQUITY BASE INVESTMENTS LIMITED)
in the presence of:-)

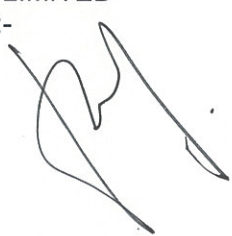
SIGNED by)
for and on behalf of)
FOUR SHEETS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LOFTY SWAN INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
SMART STATE DEVELOPMENTS LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
MASS NATION INVESTMENTS LIMITED)
in the presence of:-)

SIGNED by Fok Chi Tak)
for and on behalf of)
ESTEEM OCEAN LIMITED)
in the presence of:-)
Eric Pang



For and on behalf of
ESTEEM OCEAN LIMITED
尚 洋 有 限 公 司

.....
Authorised Signature(s)

SIGNED by *SUEN YICK LUN PHILIP*)
for and on behalf of)
MISSION INVESTMENTS HOLDINGS)
LIMITED)
in the presence of:- *LAU KING HANG*)

Lau King Hang

For and on behalf of
Mission Investments Holdings Limited


.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
CHARTER PEARL LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LEADTON CORP.)
in the presence of:-)

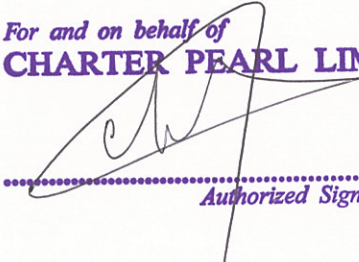
SIGNED by)
for and on behalf of)
SKYTOP TECHNOLOGY LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
HIGH RHINE LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
JOINT GLOBAL LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
MISSION INVESTMENTS HOLDINGS)
LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
CHARTER PEARL LIMITED)
in the presence of:-)

For and on behalf of
CHARTER PEARL LIMITED

.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
LEADTON CORP.)
in the presence of:-)

SIGNED by)
for and on behalf of)
SKYTOP TECHNOLOGY LIMITED)
in the presence of:-)

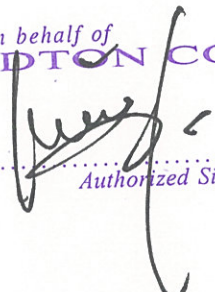
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for and on behalf of)
HIGH RHINE LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
JOINT GLOBAL LIMITED)
in the presence of:-)

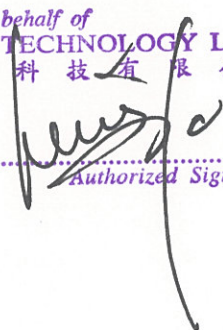
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MISSION INVESTMENTS HOLDINGS)
LIMITED)
in the presence of:-)

SIGNED by)
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CHARTER PEARL LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
LEADTON CORP.)
in the presence of:-)

For and on behalf of
LEADTON CORP.

.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
SKYTOP TECHNOLOGY LIMITED)
in the presence of:-)

For and on behalf of
SKYTOP TECHNOLOGY LIMITED
立天科技有限公司

.....
Authorized Signature(s)

SIGNED by)
for and on behalf of)
HIGH RHINE LIMITED)
in the presence of:-)

SIGNED by)
for and on behalf of)
JOINT GLOBAL LIMITED)
in the presence of:-)

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LIMITED)
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LEADTON CORP.)
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HIGH RHINE LIMITED)
in the presence of:-)

For and on behalf of
HIGH RHINE LIMITED



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Authorized Signature(s)

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JOINT GLOBAL LIMITED)
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LIMITED)
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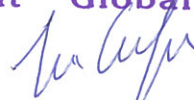
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HIGH RHINE LIMITED)
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JOINT GLOBAL LIMITED)
in the presence of:-)

For and on behalf of
Joint Global Limited



.....
Authorized Signature(s)