

DEED OF ACCESSION

THIS DEED is made on 27th June 2015

BETWEEN:

- 1 **CHINA SEVEN STAR HOLDINGS LIMITED**, a limited liability company incorporated under the laws of Hong Kong, whose registered office is at Unit A02, 11th Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong (the "**Issuer**");
- 2 **CMI FINANCIAL HOLDING CORPORATION**, a limited liability company incorporated under the laws of British Virgin Islands, whose registered office is PO Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (the "**CMI**"); and
3. **WANGZAI XINGJUN INVESTMENT CENTER (LIMITED PARTNERSHIP)** (万载星筠投资中心(有限合伙)), a partnership incorporated under the laws of the People's Republic of China having its registered office at No. 10, Government Culture Station, Luocheng Zhen, Wanzai County, Jiangxi Province, People's Republic of China (the "**Incoming Investor**");

WHEREAS:

- (A) Pursuant to a subscription agreement dated 18 June 2015 and made between the Issuer and CMI (the "**Subscription Agreement**"), the Issuer has agreed to issue Subscription Shares to investors.
- (B) The Subscription Agreement also provides that new investors may accede to the Subscription Agreement and subscribe for certain number of Subscription Shares by entering into a deed of accession.
- (C) The Incoming Investor wishes to subscribe for the Subscription Shares described in Clause 4 to this Deed (the "**New Interest**") and accede to the Subscription Agreement subject to and in accordance with the terms and conditions of this Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed (including the Recitals and Schedule hereto), unless the subject or context otherwise requires, words defined in the Subscription Agreement shall have the same meanings when used herein.

1.2 Headings

Headings shall be ignored in the construction of this Deed.

2. UNDERTAKINGS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the Incoming Investor undertakes and agrees, to each other party to this Deed, that it will accede to and assume, perform and comply with the obligations and provisions of the Subscription Agreement as one of the Investors in the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof and the parties agree that where there is a reference to an "Investor" there it shall be deemed to include a reference to the Incoming Investor.

3. **RIGHTS OF THE INCOMING INVESTOR**

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the parties hereto (other than the Incoming Investor) undertake and agree that there shall be accorded to the Incoming Investor all the rights of an Investor under the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof.

4. **NUMBER OF SUBSCRIPTION SHARES**

The number of Subscription Shares the Incoming Investor undertakes and agrees to subscribe for under the Subscription Agreement shall be 1,788,000,000 Shares. The parties agree that Clause 1.1 of the Subscription Agreement shall be construed accordingly.

5. **NOTICES**

The address and facsimile number designated by the Incoming Investor for the purposes of clause 10.1 of the Subscription Agreement are:

Address: Room D-224, 958 Lane, Qingan Road, Qingpu Industrial Zone, Shanghai, China

Fax: 86-21-3383 1833

For the attention of: Zhao Wenyan (赵文妍)

6. **REPRESENTATIONS AND WARRANTIES**

The Investor hereby warrants and represents to the Issuer that each of the warranties set out in this Clause 6 is accurate and not misleading:

- 6.1.1 the Investor is duly incorporated and is validly existing under the laws of the place of its incorporation and has the full capacity, power and authority to execute, deliver, enter into and perform its obligations under this Deed;
- 6.1.2 the execution, delivery, entering into and performance of this Deed has been duly authorised by the Investor, and this Deed constitutes legal, valid and binding obligations of the Investor, enforceable in accordance with its terms; except as such enforceability may be limited under applicable bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles; and
- 6.1.3 all corporate power and authority required by the Investor to execute and perform its obligations under this Deed has been validly obtained and are unconditional and in full force and effect.

7. **TERMINATION**

7.1 The Parties undertake and covenant that the Issuer and CMI shall have the right, at any time prior to the Closing Date, to terminate (the "**Termination**") this Deed and the rights and obligations of the Incoming Investor under the Subscription Agreement, including the Incoming Investor's right to subscribe for, and the Issuer's obligation to issue, the relevant Subscription Shares by giving notice to the Incoming Investor upon the occurrence of any of the following event prior to the Closing Date:

- 7.1.1 the commencement by any regulatory or political body or organisation of any investigation, action or proceedings against the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers;
- 7.1.2 there occurs any material adverse effect on the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers; or

7.1.3 there occurs a material breach by the Incoming Investor of its obligations under this Deed or the Subscription Agreement.

7.2 Upon Termination, the rights and obligations of the Issuer, CMI and the Incoming Investor under this Deed and the Subscription Agreement shall lapse as between these three parties whilst the rights and obligations of the Issuer, CMI and the other Investors shall remain effective. Any Termination shall be without prejudice to any antecedent breaches of any Party.

8. ASSIGNMENT AND TRANSFER

The parties hereto hereby acknowledge and agree that no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of other parties, except where CMI shall be entitled to assign its rights under this Deed to the Permitted CMI Assignee.

9. MISCELLANEOUS

9.1 This Deed shall be governed by, and construed in accordance with the laws of Hong Kong.

9.2 The provisions of clauses 15.2 and 16 of the Subscription Agreement shall apply to this Deed mutatis mutandis.

9.3 The Incoming Investor hereby appoints China Show Group Holdings Limited, a limited private company incorporated under the laws of the Hong Kong and having its registered office at Room 1318-19, Hollywood Plaza, 610 Nathan Road, Mong Kok, Hong Kong to be its process agent to receive process by which any legal proceedings in Hong Kong are begun on The Incoming Investor. If the above process agent ceases to have a place of business in Hong Kong, the Incoming Investor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the other parties of such appointment, nothing contained herein shall affect the right to serve process in any other manner permitted by law. The Incoming Investor undertakes that the provisions of this Clause 9.3 shall equally apply to the Subscription Agreement with respect to the Incoming Investor.

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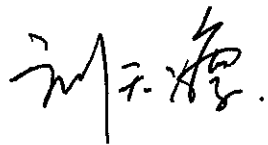
IN WITNESS whereof this Deed has been entered into the day and year first before written.

The Common Seal of)
WANZAXINGJUN INVESTMENT)
CENTER (LIMITED PARTNERSHIP))
(万载星筠投资中心 (有限合伙)))
was affixed hereto by )



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

The Common Seal of)
CMI FINANCIAL HOLDING)
CORPORATION)
was affixed hereto by)



Liu Qianlin

执行董事

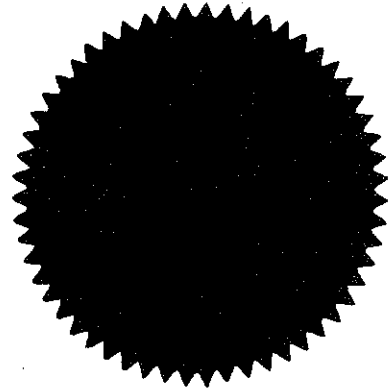
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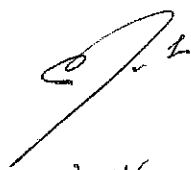
The Common Seal of)
CHINA SEVEN STAR HOLDINGS)
LIMITED)
was affixed hereto by)

陈晓燕

陈晓燕

执行董事





WONG CHOI CHAK

COMPANY SECRETARY

DEED OF ACCESSION

THIS DEED is made on 25th June 2015

BETWEEN:

- 1 **CHINA SEVEN STAR HOLDINGS LIMITED**, a limited liability company incorporated under the laws of Hong Kong, whose registered office is at Unit A02, 11th Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong (the "**Issuer**");
- 2 **CMI FINANCIAL HOLDING CORPORATION**, a limited liability company incorporated under the laws of British Virgin Islands, whose registered office is PO Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (the "**CMI**"); and
3. **UNION SKY HOLDING GROUP LIMITED**, a limited liability company incorporated under the laws of British Virgin Islands having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the "**Incoming Investor**").

WHEREAS:

- (A) Pursuant to a subscription agreement dated 18 June 2015 and made between the Issuer and CMI (the "**Subscription Agreement**"), the Issuer has agreed to issue Subscription Shares to investors.
- (B) The Subscription Agreement also provides that new investors may accede to the Subscription Agreement and subscribe for certain number of Subscription Shares by entering into a deed of accession.
- (C) The Incoming Investor wishes to subscribe for the Subscription Shares described in Clause 4 to this Deed (the "**New Interest**") and accede to the Subscription Agreement subject to and in accordance with the terms and conditions of this Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed (including the Recitals and Schedule hereto), unless the subject or context otherwise requires, words defined in the Subscription Agreement shall have the same meanings when used herein.

1.2 Headings

Headings shall be ignored in the construction of this Deed.

2. UNDERTAKINGS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the Incoming Investor undertakes and agrees, to each other party to this Deed, that it will accede to and assume, perform and comply with the obligations and provisions of the Subscription Agreement as one of the Investors in the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof and the parties agree that where there is a reference to an "Investor" there it shall be deemed to include a reference to the Incoming Investor.

3. **RIGHTS OF THE INCOMING INVESTOR**

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the parties hereto (other than the Incoming Investor) undertake and agree that there shall be accorded to the Incoming Investor all the rights of an Investor under the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof.

4. **NUMBER OF SUBSCRIPTION SHARES**

The number of Subscription Shares the Incoming Investor undertakes and agrees to subscribe for under the Subscription Agreement shall be 1,390,000,000 Shares. The parties agree that Clause 1.1 of the Subscription Agreement shall be construed accordingly.

5. **NOTICES**

The address and facsimile number designated by the Incoming Investor for the purposes of clause 10.1 of the Subscription Agreement are:

Address: Duplex Flat A on 43rd Floor (also known as 66th Floor), No.39 Conduit Road, Hong Kong

Fax: 86 21 3397 9920

For the attention of: Ms Jun XU (徐峻)

6. **REPRESENTATIONS AND WARRANTIES**

The Investor hereby warrants and represents to the Issuer that each of the warranties set out in this Clause 6 is accurate and not misleading:

6.1.1 the Investor is duly incorporated and is validly existing under the laws of the place of its incorporation and has the full capacity, power and authority to execute, deliver, enter into and perform its obligations under this Deed;

6.1.2 the execution, delivery, entering into and performance of this Deed has been duly authorised by the Investor, and this Deed constitutes legal, valid and binding obligations of the Investor, enforceable in accordance with its terms; except as such enforceability may be limited under applicable bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles; and

6.1.3 all corporate power and authority required by the Investor to execute and perform its obligations under this Deed has been validly obtained and are unconditional and in full force and effect.

7. **TERMINATION**

7.1 The Parties undertake and covenant that the Issuer and CMI shall have the right, at any time prior to the Closing Date, to terminate (the "**Termination**") this Deed and the rights and obligations of the Incoming Investor under the Subscription Agreement, including the Incoming Investor's right to subscribe for, and the Issuer's obligation to issue, the relevant Subscription Shares by giving notice to the Incoming Investor upon the occurrence of any of the following event prior to the Closing Date:

7.1.1 the commencement by any regulatory or political body or organisation of any investigation, action or proceedings against the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers;

7.1.2 there occurs any material adverse effect on the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers; or

7.1.3 there occurs a material breach by the Incoming Investor of its obligations under this Deed or the Subscription Agreement.

7.2 Upon Termination, the rights and obligations of the Issuer, CMI and the Incoming Investor under this Deed and the Subscription Agreement shall lapse as between these three parties whilst the rights and obligations of the Issuer, CMI and the other Investors shall remain effective. Any Termination shall be without prejudice to any antecedent breaches of any Party.

8. **ASSIGNMENT AND TRANSFER**

The parties hereto hereby acknowledge and agree that no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of other parties, except where CMI shall be entitled to assign its rights under this Deed to the Permitted CMI Assignee.

9. **MISCELLANEOUS**

9.1 This Deed shall be governed by, and construed in accordance with the laws of Hong Kong.

9.2 The provisions of clauses 15.2 and 16 of the Subscription Agreement shall apply to this Deed mutatis mutandis.

9.3 The Incoming Investor hereby appoints Ms Jun XU (徐峻) of Duplex Flat A on 43rd Floor (also known as 66th Floor), No.39 Conduit Road, Hong Kong to be its process agent to receive process by which any legal proceedings in Hong Kong are begun on The Incoming Investor. If the above process agent ceases to have a places of business in Hong Kong, the Incoming Investor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the other parties of such appointment, nothing contained herein shall affect the right to serve process in any other manner permitted by law. The Incoming Investor undertakes that the provisions of this Clause 9.3 shall equally apply to the Subscription Agreement with respect to the Incoming Investor.

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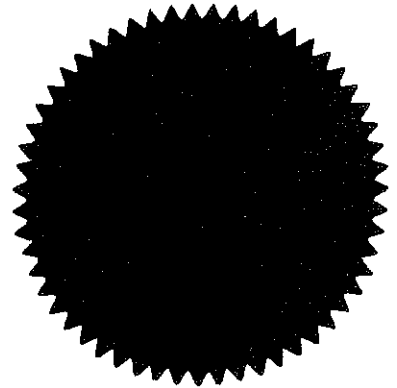
IN WITNESS whereof this Deed has been entered into the day and year first before written.

The Common Seal of)
CHINA SEVEN STAR HOLDINGS)
LIMITED)
was affixed hereto by)

陈晓燕

陈晓燕

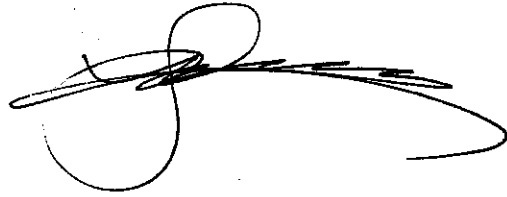
执行董事



WONG CHI CHAK
COMPANY SECRETARY

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

The Common Seal of)
UNION SKY HOLDING)
GROUP LIMITED)
was affixed hereto by	



Yuzhu SHZ
Director



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

The Common Seal of)
CMI FINANCIAL HOLDING)
CORPORATION)
was affixed hereto by)

林添添
Lin. Timdin
执行董事

DEED OF ACCESSION

THIS DEED is made on 27th June 2015

BETWEEN:

- 1 **CHINA SEVEN STAR HOLDINGS LIMITED**, a limited liability company incorporated under the laws of Hong Kong, whose registered office is at Unit A02, 11th Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong (the "**Issuer**");
- 2 **CMI FINANCIAL HOLDING CORPORATION**, a limited liability company incorporated under the laws of British Virgin Islands, whose registered office is PO Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (the "**CMI**"); and
3. **Mr. XU XIANG (徐翔)**, a national of the People's Republic of China ("**PRC**") (PRC Identity Card No.: 330205197702120316) (the "**Incoming Investor**").

WHEREAS:

- (A) Pursuant to a subscription agreement dated 18 June 2015 and made between the Issuer and CMI (the "**Subscription Agreement**"), the Issuer has agreed to issue Subscription Shares to investors.
- (B) The Subscription Agreement also provides that new investors may accede to the Subscription Agreement and subscribe for certain number of Subscription Shares by entering into a deed of accession.
- (C) The Incoming Investor wishes to subscribe for the Subscription Shares described in Clause 4 to this Deed (the "**New Interest**") and accede to the Subscription Agreement subject to and in accordance with the terms and conditions of this Deed.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed (including the Recitals and Schedule hereto), unless the subject or context otherwise requires, words defined in the Subscription Agreement shall have the same meanings when used herein.

1.2 Headings

Headings shall be ignored in the construction of this Deed.

2. UNDERTAKINGS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the Incoming Investor undertakes and agrees, to each other party to this Deed, that it will accede to and assume, perform and comply with the obligations and provisions of the Subscription Agreement as one of the Investors in the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof and the parties agree that where there is a reference to an "Investor" there it shall be deemed to include a reference to the Incoming Investor.

3. RIGHTS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the parties hereto (other than the Incoming Investor) undertake and agree

that there shall be accorded to the Incoming Investor all the rights of an Investor under the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof.

4. **NUMBER OF SUBSCRIPTION SHARES**

The number of Subscription Shares the Incoming Investor undertakes and agrees to subscribe for under the Subscription Agreement shall be 1,000,000,000 Shares. The parties agree that Clause 1.1 of the Subscription Agreement shall be construed accordingly.

5. **NOTICES**

The address and facsimile number designated by the Incoming Investor for the purposes of clause 10.1 of the Subscription Agreement are:

Address: Room D-224, 958 Lane, Qingan Road, Qingpu Industrial Zone, Shanghai, China

Fax: 86-21-3383 1833

For the attention of: Zhao Wenyan (赵文妍)

6. **REPRESENTATIONS AND WARRANTIES**

The Investor hereby warrants and represents to the Issuer that each of the warranties set out in this Clause 6 is accurate and not misleading:

- 6.1.1 the Investor is duly incorporated and is validly existing under the laws of the place of its incorporation and has the full capacity, power and authority to execute, deliver, enter into and perform its obligations under this Deed;
- 6.1.2 the execution, delivery, entering into and performance of this Deed has been duly authorised by the Investor, and this Deed constitutes legal, valid and binding obligations of the Investor, enforceable in accordance with its terms; except as such enforceability may be limited under applicable bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles; and
- 6.1.3 all corporate power and authority required by the Investor to execute and perform its obligations under this Deed has been validly obtained and are unconditional and in full force and effect.

7. **TERMINATION**

7.1 The Parties undertake and covenant that the Issuer and CMI shall have the right, at any time prior to the Closing Date, to terminate (the "**Termination**") this Deed and the rights and obligations of the Incoming Investor under the Subscription Agreement, including the Incoming Investor's right to subscribe for, and the Issuer's obligation to issue, the relevant Subscription Shares by giving notice to the Incoming Investor upon the occurrence of any of the following event prior to the Closing Date:

- 7.1.1 the commencement by any regulatory or political body or organisation of any investigation, action or proceedings against the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers;
- 7.1.2 there occurs any material adverse effect on the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers; or
- 7.1.3 there occurs a material breach by the Incoming Investor of its obligations under this Deed or the Subscription Agreement.

7.2 Upon Termination, the rights and obligations of the Issuer, CMI and the Incoming Investor under this Deed and the Subscription Agreement shall lapse as between these three parties whilst the rights and obligations of the Issuer, CMI and the other Investors shall remain effective. Any Termination shall be without prejudice to any antecedent breaches of any Party.

8. **ASSIGNMENT AND TRANSFER**

The parties hereto hereby acknowledge and agree that no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of other parties, except where CMI shall be entitled to assign its rights under this Deed to the Permitted CMI Assignee.

9. **MISCELLANEOUS**

9.1 This Deed shall be governed by, and construed in accordance with the laws of Hong Kong.

9.2 The provisions of clauses 15.2 and 16 of the Subscription Agreement shall apply to this Deed mutatis mutandis.

9.3 The Incoming Investor hereby appoints China Show Group Holdings Limited, a limited private company incorporated under the laws of the Hong Kong and having its registered office at Room 1318-19, Hollywood Plaza, 610 Nathan Road, Mong Kok, Hong Kong to be its process agent to receive process by which any legal proceedings in Hong Kong are begun on The Incoming Investor. If the above process agent ceases to have a places of business in Hong Kong, the Incoming Investor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the other parties of such appointment, nothing contained herein shall affect the right to serve process in any other manner permitted by law. The Incoming Investor undertakes that the provisions of this Clause 9.3 shall equally apply to the Subscription Agreement with respect to the Incoming Investor.

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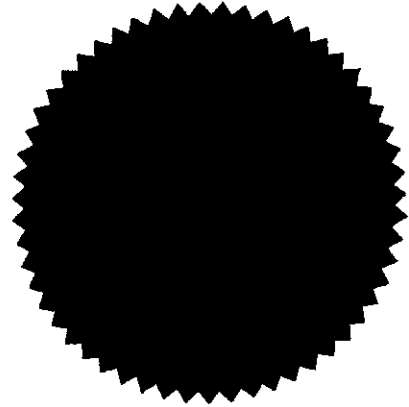
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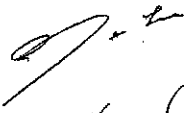
The Common Seal of)
CHINA SEVEN STAR HOLDINGS)
LIMITED)
was affixed hereto by)

陈晓燕

陈晓燕

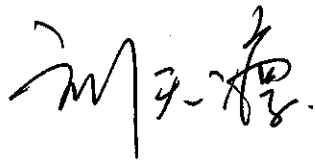
执行董事




WONG CHOI CHALE
COMPANY SECRETARY

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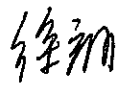
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CMI FINANCIAL HOLDING)
CORPORATION)
was affixed hereto by)



Lin Jianhui

林建輝

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

Mr. XU XIANG (徐翔))
)
)



DEED OF ACCESSION

THIS DEED is made on 28th June 2015

BETWEEN:

- 1 **CHINA SEVEN STAR HOLDINGS LIMITED**, a limited liability company incorporated under the laws of Hong Kong, whose registered office is at Unit A02, 11th Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong (the "**Issuer**");
- 2 **CMI FINANCIAL HOLDING CORPORATION**, a limited liability company incorporated under the laws of British Virgin Islands, whose registered office is PO Box 957, Offshore Incorporation Centre, Road Town, Tortola, British Virgin Islands (the "**CMI**"); and
3. **D. E. SHAW COMPOSITE PORTFOLIOS, L.L.C.**, a company incorporated under the laws of the State of Delaware having its registered office at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801, United States (the "**Incoming Investor**").

WHEREAS:

- (A) Pursuant to a subscription agreement dated 18 June 2015 and made between the Issuer and CMI (the "**Subscription Agreement**"), the Issuer has agreed to issue Subscription Shares to investors.
- (B) The Subscription Agreement also provides that new investors may accede to the Subscription Agreement and subscribe for certain number of Subscription Shares by entering into a deed of accession.
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2. UNDERTAKINGS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the Incoming Investor undertakes and agrees, to each other party to this Deed, that it will accede to and assume, perform and comply with the obligations and provisions of the Subscription Agreement as one of the Investors in the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof and the parties agree that where there is a reference to an "Investor" there it shall be deemed to include a reference to the Incoming Investor.

3. RIGHTS OF THE INCOMING INVESTOR

In consideration of mutual covenants contained in this Deed and subject to the provisions of this Deed, the parties hereto (other than the Incoming Investor) undertake and agree

that there shall be accorded to the Incoming Investor all the rights of an Investor under the Subscription Agreement as if the Incoming Investor had been a party to the Subscription Agreement at the date of execution thereof.

4. NUMBER OF SUBSCRIPTION SHARES

The number of Subscription Shares the Incoming Investor undertakes and agrees to subscribe for under the Subscription Agreement shall be 1,720,000,000 Shares. The parties agree that Clause 1.1 of the Subscription Agreement shall be construed accordingly.

5. NOTICES

The address and facsimile number designated by the Incoming Investor for the purposes of clause 10.1 of the Subscription Agreement are:

Address:

c/o D. E. Shaw & Co. (Asia Pacific) Limited

19th Floor, York House, The Landmark, 15 Queen's Road Central, Hong Kong

Fax: +852 3521 1681/+852 3621 2662

Email: donald.tang@deshaw.com/lei.jin@deshaw.com

For the attention of: CEO, Greater China/Legal Office for China

6. REPRESENTATIONS AND WARRANTIES

The Investor hereby warrants and represents to the Issuer that each of the warranties set out in this Clause 6 is accurate and not misleading:

- 6.1.1 the Investor is duly incorporated and is validly existing under the laws of the place of its incorporation and has the full capacity, power and authority to execute, deliver, enter into and perform its obligations under this Deed;
- 6.1.2 the execution, delivery, entering into and performance of this Deed has been duly authorised by the Investor, and this Deed constitutes legal, valid and binding obligations of the Investor, enforceable in accordance with its terms; except as such enforceability may be limited under applicable bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles; and
- 6.1.3 all corporate power and authority required by the Investor to execute and perform its obligations under this Deed has been validly obtained and are unconditional and in full force and effect.

7. TERMINATION

7.1 The Parties undertake and covenant that the Issuer and CMI shall have the right, at any time prior to the Closing Date, to terminate (the "**Termination**") this Deed and the rights and obligations of the Incoming Investor under the Subscription Agreement, including the Incoming Investor's right to subscribe for, and the Issuer's obligation to issue, the relevant Subscription Shares by giving notice to the Incoming Investor upon the occurrence of any of the following event prior to the Closing Date:

- 7.1.1 the commencement by any regulatory or political body or organisation of any investigation, action or proceedings against the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers;

- 7.1.2 there occurs any material adverse effect on the Incoming Investor or, if applicable, its directors, ultimate beneficial owners, trustees or managers; or
- 7.1.3 there occurs a material breach by the Incoming Investor of its obligations under this Deed or the Subscription Agreement.
- 7.2 Upon Termination, the rights and obligations of the Issuer, CMI and the Incoming Investor under this Deed and the Subscription Agreement shall lapse as between these three parties whilst the rights and obligations of the Issuer, CMI and the other Investors shall remain effective. Any Termination shall be without prejudice to any antecedent breaches of any Party.
- 8. ASSIGNMENT AND TRANSFER**
- The parties hereto hereby acknowledge and agree that no party shall have any right to assign, transfer or in any way dispose of the benefit (or any part thereof) or the burden (or any part thereof) of this Deed without the prior written consent of other parties, except where CMI shall be entitled to assign its rights under this Deed to the Permitted CMI Assignee.
- 9. MISCELLANEOUS**
- 9.1 This Deed shall be governed by, and construed in accordance with the laws of Hong Kong.
- 9.2 The provisions of clauses 15.2 and 16 of the Subscription Agreement shall apply to this Deed mutatis mutandis.
- 9.3 The Incoming Investor hereby appoints D. E. Shaw & Co. (Asia Pacific) Limited, a limited private company incorporated under the laws of the Hong Kong and having its registered office at 19th Floor, York House, The Landmark, 15 Queen's Road Central, Hong Kong to be its process agent to receive process by which any legal proceedings in Hong Kong are begun on The Incoming Investor. If the above process agent ceases to have a places of business in Hong Kong, the Incoming Investor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the other parties of such appointment, nothing contained herein shall affect the right to serve process in any other manner permitted by law. The Incoming Investor undertakes that the provisions of this Clause 9.3 shall equally apply to the Subscription Agreement with respect to the Incoming Investor.
- 9.4 Subject to the restrictions under all the applicable laws and regulations (including but not limited to the Hong Kong Stock Exchange Listing Rules (as defined in the Subscription Agreement)), the Issuer will use reasonable endeavours to provide the Incoming Investor such information (including signing some statements) concerning the Issuer and its subsidiaries which is required by the Incoming Investor to prepare the Incoming Investor's filings with the tax authorities in the United States of America.

[Intentionally left blank]

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

The Common Seal of)
CMI FINANCIAL HOLDING)
CORPORATION)
was affixed hereto by)

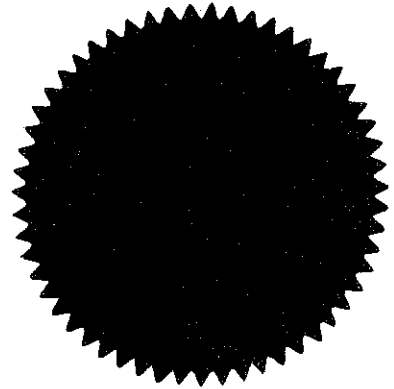
刘天林

Lin, Tianlin

执行董事

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

The Common Seal of)
CHINA SEVEN STAR HOLDINGS)
LIMITED)
was affixed hereto by)



陈燕

陈燕

执行董事

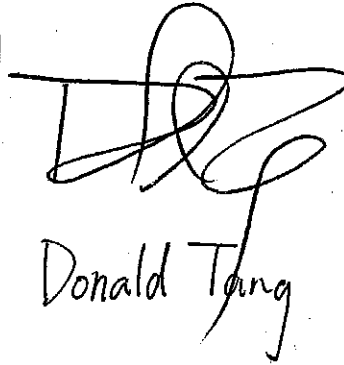
Wong Choi Chak

WONG CHOI CHAK

COMPANY SECRETARY

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

D. E. SHAW COMPOSITE)
PORTFOLIOS, L.L.C.)
)



Donald Tang