

CALL OPTION AGREEMENT

This CALL OPTION AGREEMENT, dated December 13, 2019 (this “Agreement”), entered into by and among Century Sunshine Group Holdings Limited (世紀陽光集團控股有限公司), an exempted limited liability company incorporated under the Laws of the Cayman Islands with its registered office at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose ordinary shares are listed on the HKSE with stock code 509 (“Century Sunshine”), Ming Xin Developments Limited, a company incorporated in the British Virgin Islands with limited liability (“Ming Xin”, together with Century Sunshine, the “Grantors” and each a “Grantor”) and Mega Prime Development Limited, a business company with limited liability incorporated under the laws of the British Virgin Islands with its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, the BVI (the “Optionee”).

WHEREAS, as of the date of this this Agreement, Century Sunshine indirectly owns 100% of the share capital of Ming Xin on a Fully-Diluted basis (as defined below);

WHEREAS, as of the date of this Agreement, Ming Xin legally and beneficially owns approximately 72% of the share capital of the Company (as defined below);

WHEREAS, upon the terms and conditions set forth in this Agreement, the Grantors wish to grant to the Optionee the right to purchase certain Shares from Ming Xin.

NOW, THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms shall have the meanings indicated:

“Affiliate” of a Person (the “Subject Person”) means (a) in the case of a Person other than a natural person, any other Person that directly or indirectly controls, is controlled by or is under common control with the Subject Person and (b) in the case of a natural person, any other Person that directly or indirectly is controlled by the Subject Person or is a Relative of the Subject Person.

“Agreement” means this Agreement, as the same may be amended, supplemented or modified in accordance with the terms hereto.

“Business Day” means a day on which commercial banks in Hong Kong are generally open for normal business other than Saturday and Sunday or a public holiday, or a day on which commercial banks do not open for business owing to a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal being in force in Hong Kong.

“Call Notice” means the notice exercising the Call Option in the form set out in Exhibit A.

“Call Price” means, in respect of any Call Notice, the product of (x) the Exercise Price multiplied by (y) the number of Option Shares set forth in such Call Notice.

“Closing” means one or more closings of the purchase of the Option Shares pursuant to this Agreement.

“Company” means Rare Earth Magnesium Technology Group Holdings Limited (稀鎂科技集團控股有限公司), an exempted company with limited liability incorporated under the laws of Bermuda with its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda, whose ordinary shares are listed on the HKSE with stock code 601.

“Contractual Obligations” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound.

“Designated Bank Account” means the following bank account:

Bank Name: DBS Bank (Hong Kong) Limited
Account Name: Ming Xin Developments Limited
Account Number: 016-494-471166782

“Effective Date” means the date on which the Optionee pays the Consideration to the Designated Bank Account pursuant to Section 2.1.

“Exchange Business Day” means any day on which the HKSE is scheduled to be open for trading for its regular trading sessions (notwithstanding the HKSE closing prior to its scheduled weekday closing times, and without regard to after hours or any other trading outside of the regular trading session hours).

“Exercise Price” means HK\$0.35.

“Fully-Diluted” means the calculation of shareholding ratio on the basis of the assumption that all the outstanding options, warrants and other stock equity securities

convertible into, exercisable or exchangeable for ordinary shares of the relevant company (whether or not they are at present convertible, exercisable or exchangeable according to the relevant provisions) have been converted, exercised or exchanged accordingly.

"Governmental Authority" means any government or political subdivision thereof; any department, agency or instrumentality of any government or political subdivision thereof; any court or arbitral tribunal; and the governing body of any securities exchange.

"HK Dollar" or "HKD" or "HK\$" means Hong Kong Dollars, the lawful currency of Hong Kong.

"HKSE" means The Stock Exchange of Hong Kong Limited.

"Hong Kong" or "HKSAR" means the Hong Kong Special Administrative Region.

"Law" or "Laws" means any constitutional provision, statute or other law, rule, regulation, guidance, decisions, published official policy or published official interpretation of any Governmental Authority and any injunction, judgment, order, ruling, assessment or writ issued by any Governmental Authority.

"Lien" means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable law, (b) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, negotiation or refusal or transfer restriction in favor of any Person and (c) any adverse claim as to title, possession or use.

"Option Period" means the period starting on the Effective Date and ending on the third anniversary of the Effective Date, unless this Agreement is terminated earlier pursuant to Section 5.1.

"Option Shares" means 200,000,000 Shares legally and beneficially held by Ming Xin.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Relevant Period" means the last 20 Exchange Business Days in the year 2020.

"Requirements of Law" means, as to any Person, any law, statute, treaty, rule, regulation, right, privilege, qualification, license or franchise or determination of an arbitrator or a court or other Governmental Authority or stock exchange, in each case applicable or binding upon such Person or any of its property.

“Shares” means the ordinary shares, par value HK\$0.10 per share, of the Company that are listed and traded on the HKSE, and if there is a sub-division, consolidation or reclassification of those shares, the shares resulting from it, and “Share” shall be construed accordingly.

“Transfer” means transfer, sell, give, assign, hypothecate, pledge, encumber, grant a security interest in or otherwise dispose of, or suffer to exist (whether by operation of law or otherwise) any encumbrance on any Shares directly or indirectly owned by them or any right, title or interest therein or thereto.

“VWAP” means, with respect to the Shares, the quotient, the numerator of which is the total value of the Shares traded during the Relevant Period and the denominator is the total volume traded during the Relevant Period.

1.2 Terms Defined Elsewhere in this Agreement. The following terms are defined in this Agreement as follows:

<u>Term</u>	<u>Section</u>
" <u>Agreement</u> "	Preamble
“ <u>Authorization</u> ”	Section 3.1(c)
“ <u>Call Option</u> ”	Section 2.1
“ <u>Cash Settlement Notice</u> ”	Section 2.7
“ <u>Cash Settlement Option</u> ”	Section 2.7
“ <u>Cash Settlement Price</u> ”	Section 2.7
“ <u>CCASS</u> ”	Section 2.3
“ <u>Century Sunshine</u> ”	Preamble
“ <u>Claims</u> ”	Section 3.1(b)
“ <u>Consideration</u> ”	Section 2.1
“ <u>Dispute</u> ”	Section 6.8(a)
“ <u>Grantors</u> ” and “ <u>Grantor</u> ”	Preamble
“ <u>Ming Xin</u> ”	Preamble
“ <u>Optionee</u> ”	Preamble
“ <u>Orders</u> ”	Section 3.1(b)
“ <u>Reimbursed Expenses</u> ”	Section 6.3(a)

ARTICLE II

CALL OPTION

2.1 Grant of Option. As of the Effective Date, the Grantors hereby, jointly and severally, grant to the Optionee the right and option (the “Call Option”) to acquire, at any time during the Option Period, from Ming Xin, in no more than three Closings, all or part of the Option Shares, at the Exercise Price for each Option Share, for an aggregate exercise price equal to the Call Price at each Closing, subject to the terms and conditions set out in this Agreement, in consideration of HK\$2,000,000 (the

"Consideration") to be paid (subject to Section 6.3) by the Optionee into the Designated Bank Account at any time prior to January 1, 2020. The Grantors hereby authorize the Optionee to deduct the Reimbursed Expenses from the Consideration. Such payment of the Consideration by the Optionee will constitute full and complete discharge of all payment obligations of the Optionee in relation to the grant of the Call Options on the Effective Date.

2.2 Exercise of Option. The Optionee may exercise the Call Option, in no more than three Closings, by delivering to any Grantor the Call Notice in respect of such number of Option Shares set forth in such Call Notice at any time during the Option Period.

2.3 Closing. Each Closing shall be held at a place to be mutually agreed upon by the Grantors and the Optionee on the immediate next Exchange Business Day following the delivery of the relevant Call Notice. At each Closing, (i) the Grantors shall sell, and the Optionee shall purchase, such number of Option Shares set forth in the Call Notice, with full legal and beneficial title, free from all Liens; (ii) the Grantors shall deliver the relevant Option Shares to the Optionee by crediting the Option Shares through the Hong Kong Central Clearing and Settlement System ("CCASS") to the Optionee's account or accounts nominated by Optionee and (iii) the Optionee shall pay to Ming Xin the Call Price by wire transfer of immediately available funds to the Designated Bank Account.

2.4 Anti-Dilution Adjustments. In the event that the Company shall at any time after the date hereof, (a) make a dividend or distribution on the outstanding Shares payable in share capital of the Company, (b) subdivide the outstanding Shares into a larger number of Shares, (c) combine the outstanding Shares into a smaller number of Shares or (d) issue any of its share capital in a reclassification of the Shares, then the Grantors shall ensure (i) the aggregate number of Option Shares for which this Call Option is exercisable immediately prior to such event shall be adjusted so that the Optionee shall be entitled to receive upon exercise of the Call Option the number of Option Shares and other securities of the Company that it would have owned or would have been entitled to receive upon or by reason of any of the events described above, had the Call Option been exercised immediately prior to the occurrence of such event and (ii) the Exercise Price payable upon the exercise of the Call Option shall be adjusted by multiplying the Exercise Price immediately prior to such adjustment by a fraction, the numerator of which is the number of Option Shares transferable upon the exercise of the Call Option immediately prior to such adjustment, and the denominator of which is the number of Option Shares transferable immediately thereafter.

2.5 Abandonment. If the Company shall authorize a distribution to be made to shareholders payable in Shares and shall thereafter and before the distribution abandon its plan to pay or deliver such distribution, no adjustment in the number of Option Shares shall be required by reason of the authorization of such a distribution.

2.6 Stamp Duty; Transfer Taxes. The Grantors will pay all stamp and other transfer taxes, if any, arising out of the sale of the Option Shares to the Optionee pursuant to this Agreement. To the extent any stamp duty and other transfer taxes have been paid by the Optionee, the Grantors shall fully reimburse the Optionee for the amount of such stamp duty and other transfer taxes paid by the Optionee within five (5) Business Days after the relevant Closing.

2.7 Cash Settlement. Without limiting any other rights that the Optionee may have hereunder, in the event the VWAP is less than HK\$0.41 per Share, the Optionee shall have the right (the "Cash Settlement Option") but not the obligation to request the Grantors to settle all or a portion of the Call Option by cash payment to the Optionee's account or accounts designated by the Optionee at the price of HK\$0.06 per Option Share (the "Cash Settlement Price") not yet transferred by the Grantors to the Optionee pursuant to Section 2.3. For the avoidance of doubt, if the Optionee exercises the Cash Settlement Option with respect to all of the Call Option before any portion of this Call Option is exercised pursuant to Section 2.2, the aggregate Cash Settlement Price shall be HK\$12,000,000, and this Agreement shall be terminated upon payment in full of such aggregate Cash Settlement Price by the Grantors. The Cash Settlement Option shall be exercisable by written notice to the Grantors (the "Cash Settlement Notice") delivered by the Optionee on or prior to January 31, 2021, in the form attached hereto as Exhibit B. The Cash Settlement Price shall be payable by the Grantors in Hong Kong Dollars in immediately available funds within 10 days after the date of the Cash Settlement Notice.

2.8 No Sale or Encumbrance. Notwithstanding anything to the contrary in this Agreement, the Grantors shall not propose to Transfer or Transfer any Option Shares or impose any Lien on any Option Shares without the prior written consent of the Optionee.

2.9 Deposit into CCASS. To the extent (if any) that the Option Shares are not already deposited and held in CCASS, the Grantors will take, at their costs, all steps required and necessary to deposit the Option Shares into CCASS within 30 days after the Effective Date and provide sufficient confirmation of the same to the Optionee, and the Optionee is hereby entitled to deduct from any payment to be made by it to the Grantors such amounts for the purpose of paying on the Grantors' behalf all costs incurred for such deposit.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Optionee. The Optionee represents and warrants to the Grantors on and as of the date hereof and the date of each Closing as follows:

- (a) The Optionee has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by the Optionee of this Agreement and the transactions contemplated hereby (a) have been duly authorized by all necessary corporate action of the Optionee, (b) do not contravene the terms of the Optionee's memorandum and articles of association or by-laws, or any amendment thereto, (c) do not violate, conflict with or result in any breach or default of (or with due notice or lapse of time or both would result in any breach, default or contravention of), or the creation of any Lien under, any Contractual Obligation of the Optionee or any Requirement of Law applicable to the Optionee, and (d) do not violate any judgment, injunction, writ, award, decree or order (collectively, "Orders") of any Governmental Authority against, or binding upon, the Optionee. There are no actions, suits, proceedings, claims, complaints, disputes, arbitrations or investigations (collectively, "Claims") pending or, to the knowledge of the Optionee, threatened, at law, in equity, in arbitration or before any Governmental Authority against the Optionee which, if determined adversely to the Optionee, would interfere with the consummation of the transactions contemplated by this Agreement.

(c) No consent, approval, authorization, order, registration or qualification (each, an "Authorization") of or with any Governmental Authority or any other Person is required for the execution, delivery or performance by, or enforcement against, the Optionee of this Agreement or the consummation by the Optionee of the transactions contemplated by this Agreement.

(d) This Agreement has been duly executed and delivered by the Optionee, and constitutes the legal, valid and binding obligation of the Optionee, enforceable against the Optionee in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally.

3.2 Representations and Warranties of Grantors. The Grantors hereby, jointly and severally, represent and warrant to the Optionee on and as of the date hereof and the date of each Closing as follows:

(a) Each Grantor has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by each of the Grantors of this Agreement and the transactions contemplated hereby (a) have been duly authorized by all corporate action, (b) do not contravene the terms of its organizational documents, or any amendment thereto, (c) do not violate, conflict with or result in any breach or default of (or with due notice or lapse of time or both would result in any breach, default or contravention of), or the creation of any Lien under, any Contractual Obligation or a Requirement of Law applicable to any Grantor, and (d) do not violate any Orders of any Governmental Authority against, or binding upon, any Grantor.

(c) No Authorization of or with any Governmental Authority or any other Person is required in connection with the execution, delivery or performance by, or

enforcement against, it of this Agreement or the transactions contemplated this Agreement.

(d) This Agreement has been duly executed and delivered by each of the Grantors, and this Agreement constitutes the legal, valid and binding obligations of each Grantor, enforceable against each Grantor in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(e) As of each Closing, the Grantors will own beneficially and of record the Option Shares and will have good and valid title to the Option Shares, free and clear of all Liens (other than the Liens granted or purported to be granted under this Agreement in favour of the Optionee).

ARTICLE IV

INDEMNIFICATION

Notwithstanding anything to the contrary in this Agreement, in the event of a breach by any Grantor of Section 2.8, Section 2.9 or Section 3.2(e), the Optionee is entitled to request the Grantors to pay the Optionee in cash, an amount equal to (a) the difference between the per share price of the Shares on the date of the relevant Call Notice and the Exercise Price multiplying by (b) the total number of Option Shares the Optionee is entitled to acquire under this Agreement.

ARTICLE V

TERMINATION OF AGREEMENT

5.1 Termination. This Agreement may be terminated as follows:

(a) by mutual written consent of the parties hereto at any time prior to the Effective Date;

(b) automatically on January 1, 2020, if the Optionee fails to pay the Consideration pursuant to Section 2.1; or

(c) automatically upon exercise of the Call Option and/or the Cash Settlement Option with respect to all Option Shares.

5.2 Survival. If this Agreement is terminated as described in Section 5.1 above, (a) this Agreement shall become void and of no further force and effect, except for the provisions of Section 5.2 and Article VI and (b) none of the parties hereto shall have any liability in respect of any such termination.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, facsimile, courier service or personal delivery:

if to the Grantors:

Address: Suite 1104, 11th Floor, Tower 6, The Gateway,
9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

Attn: Shum Sai Chit

if to the Optionee:

Address: Rm 06-10,38/F., China Resources Building,

26 Harbour Road, Wanchai, Hong Kong

Attention: Wang Jianping

All such notices, demands and other communications shall be deemed to have been duly given (i) when delivered by hand, if personally delivered; (ii) one Business Day after being sent, if sent via a reputable nationwide overnight courier service guaranteeing next business day delivery; (iii) five (5) Business Days after being sent, if sent by registered or certified mail, return receipt requested, postage prepaid; and (iv) when receipt is mechanically acknowledged, if sent by facsimile. Any party may by notice given in accordance with this Section 6.1 designate another address or person for receipt of notices hereunder. Any party may give any notice, request, consent or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, first class mail or electronic mail), but no such notice, request, consent or other communication shall be deemed to have been duly given unless and until it is actually received by the party to whom it is given.

6.2 Amendment and Waiver.

(a) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party hereto from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing and signed by such party, and (ii) only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or

demand on any Person in any case shall entitle such Person to any other or further notice or demand in similar or other circumstances.

6.3 Fees and Expenses.

(a) The Grantors shall pay all of their own Taxes, costs and expenses incurred in connection with the negotiation, execution, delivery and performance of this Agreement and the transactions contemplated hereby and thereby. Notwithstanding the anything to the contrary herein, the Grantors shall bear all costs and expenses incurred by the Optionee for the purposes of preparing, negotiating, executing, delivering and performing this Agreement and related professional work (including but not limited to fees and expenses of the Optionee's counsels and other out-of-pocket costs and administration expenses) (such expenses and costs, the "Reimbursed Expenses"), regardless of whether the transactions contemplated by the Agreement are consummated.

(b) A notification by the Optionee on the amount of the Reimbursed Expenses shall be final, conclusive and binding on the Grantors. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and expenses in addition to any other relief to which such party may be entitled. Notwithstanding anything to the contrary herein, the Optionee shall be entitled to withhold up to the full amount of the Reimbursed Expenses from the Consideration payable by it pursuant to Clause 2.1 at the relevant Closing.

6.4 Joint and Several Obligations. Notwithstanding anything to the contrary contained herein, each Grantor acknowledges and agrees that it and the other Grantor are jointly and severally responsible for their respective agreements, covenants, representations, warranties and obligations contained and set forth in this Agreement.

6.5 Successors and Assigns. The parties' rights and obligations in this Agreement shall not be assignable to any party without the prior written consent of the other parties, except that the Optionee may freely assign its rights and obligations to an Affiliate provided that the Optionee gives written notice of the details of the assignment to the Grantors prior to such assignment, and any purported assignment without such consent or notice shall be void and without effect. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Any direct or indirect transfer by the Optionee of its interest in the Option Shares shall be deemed to be an assignment of its rights under this Agreement.

6.6 Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6.7 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF HONG KONG, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF ANY JURISDICTION.

6.8 Jurisdiction.

(a) Each party agrees that any legal action or proceeding arising out of or relating to this Agreement may be brought in the courts of Hong Kong and irrevocably submits to the non-exclusive jurisdiction of such courts, provided that each Grantor agrees that it may only commence proceedings arising out of or relating to this Agreement in the courts of Hong Kong.

(b) Nothing herein shall limit the right of the Optionee to commence any legal action against any Grantor and its property in any other jurisdiction or to serve process in any manner permitted by Law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

(c) Each Grantor irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Hong Kong as the venue of any legal action arising out of or relating to this Agreement and any claim that any such legal action has been brought in an inconvenient or inappropriate forum. Each Grantor also agrees that a final judgment against it in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact and amount of its indebtedness.

(d) Each Grantor consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with such proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

(e) To the extent that any Grantor may now or hereafter be entitled, in any jurisdiction in which proceedings may at any time be commenced with respect to this Agreement, to claim for itself or its assets any immunity (sovereign or otherwise) from suit, jurisdiction of any court, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from set off, banker's lien, counterclaim or any other legal process or remedy with respect to its obligations under this Agreement and/or to the extent that in any such jurisdiction there may be attributed to any Grantor, any such immunity (whether or not claimed), each Grantor hereby to the fullest extent permitted by applicable Law irrevocably agrees not to claim, and hereby to the fullest extent permitted by applicable Law waive, any such immunity.

6.9 Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

6.10 Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

6.11 Rules of Construction. Unless the context otherwise requires, references to sections, schedules and exhibits are to sections of and schedules or exhibits to this Agreement.

6.12 Entire Agreement. This Agreement and any schedules and exhibits hereto, together with the Purchase Agreement, is intended by the parties as a final expression of this agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties or undertakings, other than those set forth or referred to herein. This Agreement and any schedules and exhibits hereto, together with the Purchase Agreement, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

6.13 Confidentiality. The parties hereby agree that this Agreement and the terms hereof are confidential and may not be disclosed by the parties hereto, provided that notwithstanding the foregoing, each party may disclose this Agreement and the terms and existence hereof (i) to its officers, directors, employees and advisers (including legal and tax advisers) who have a need to know and who are obligated to maintain the confidentiality of this Agreement, (ii) as required by any Requirements of Law or pursuant to any subpoena, order or other judicial or administrative process and (iii) in the case of any Grantor, to its investors in connection with its periodic reporting obligations to its investors. To the extent any Grantor is required by the HKSE or any Governmental Authority to make any announcements or disclosures, including any shareholder disclosure of interest, with respect to this Agreement, any transaction contemplated herein or any information relating to the Optionee, such Grantor shall consult with the Optionee and take any reasonable comments from the Optionee before making any such announcements or disclosures so as not to disclose any information relating to the Optionee unless legally compelled to do so.

6.14 Further Assurances. Each of the parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

6.15 Third-Party Rights. Except as expressly provided herein, this Agreement does not confer any rights on any person or party under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of Laws of Hong Kong), and no third-party consent is required for any variation (including any release or compromise of any liability under) or termination of this Agreement.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CENTURY SUNSHINE GROUP HOLDINGS LIMITED
世紀陽光集團控股有限公司

By: 
Name: *Shum Sai Chit*
Title: *Director*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MING XIN DEVELOPMENTS LIMITED

By: 
Name: Shum Sai Chit
Title: Executive Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MEGA PRIME DEVELOPMENT LIMITED

By: 
Name: JIANPING WANG
Title: DIRECTOR

EXHIBIT A

Form of Call Notice

[Date]

To: **CENTURY SUNSHINE GROUP HOLDINGS LIMITED**
世紀陽光集團控股有限公司

MING XIN DEVELOPMENTS LIMITED

(collectively the “Grantors”)

Dear Sirs,

We refer to the Call Option Agreement dated [*] (the “Agreement”) among Century Sunshine Group Holdings Limited (世紀陽光集團控股有限公司), Ming Xin Developments Limited and Mega Prime Development Limited. Terms defined in the Agreement shall have the same meaning when used herein.

Pursuant to Section 2.2 of the Agreement, the Optionee hereby gives you notice of the exercise of the Option.

Option Shares: _____

Call Price: _____

Closing date and time: _____

Details of transferee: Name: [Optionee or its permitted transferee]

Address: _____

CCASS Account: _____

Yours faithfully,

For and on behalf of
[OPTIONEE]

EXHIBIT B

Form of Cash Settlement Notice

[Date]

To: **CENTURY SUNSHINE GROUP HOLDINGS LIMITED**
世紀陽光集團控股有限公司

MING XIN DEVELOPMENTS LIMITED

(collectively the “Grantors”)

Dear Sirs,

We refer to the Call Option Agreement dated [*] (the “Agreement”) among Century Sunshine Group Holdings Limited (世紀陽光集團控股有限公司), Ming Xin Developments Limited and Mega Prime Development Limited. Terms defined in the Agreement shall have the same meaning when used herein.

Pursuant to Section 2.7 of the Agreement, the Optionee hereby gives you notice of the exercise of the Cash Settlement Option.

Option Shares: _____

Cash Settlement Price: HK\$0.06 per Share

Aggregate Cash Settlement Price: _____

Details of transferee: Name: [Optionee or its permitted transferee]

Address: _____

Bank Account: _____

Yours faithfully,

For and on behalf of
[OPTIONEE]s