

Dated: 29 November 2019

SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司

(as Company)

AND

WEALTHY PORT HOLDINGS LIMITED

(as Subscriber)

SUBSCRIPTION AGREEMENT

relating to
the subscription of ordinary shares
of HK\$0.10 each in the capital of

SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司

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THIS AGREEMENT is made on the 29th day of November 2019

BETWEEN:

- (1) **SUNWAY INTERNATIONAL HOLDINGS LIMITED** (新威國際控股有限公司), a company incorporated in Bermuda with limited liability and having its principal place of business in Hong Kong at 3/F, Mandarin Commercial House, 38 Morrison Hill Road, Wanchai, Hong Kong (“**Company**”); and
- (2) **WEALTHY PORT HOLDINGS LIMITED**, a company incorporated in Hong Kong and having its registered office at Room 1705, 17/F, Tower II, Admiralty Centre, 18 Harcourt Road, Hong Kong (“**Subscriber**”).

(collectively, the “**parties**” and each a “**party**”)

WHEREAS:

- (A) The Company has an authorised share capital of HK\$1,000,000,000 divided into 10,000,000,000 ordinary shares of HK\$0.10 each (“**Shares**”, each a “**Share**”), of which 748,936,324 Shares have been issued and are fully paid or credited as fully paid.
- (B) The Shares are listed on the main board of the Stock Exchange (as defined below) and the activities of the Company are subject to compliance with the Listing Rules (as defined below) and the Takeovers Code (as defined below) where applicable.
- (C) As at the date hereof, other than the remaining convertible notes in the principal amount of HK\$30 million issued by the Company (the “**Convertible Notes**”) pursuant to a sale and purchase agreement dated 3 October 2013 (the “**S&P Agreement**”), which are convertible into 163,934,426 conversion shares. According to the Company, the S&P Agreement has been rescinded and the remaining Convertible Notes have become void and are not capable of converting into Shares of the Company. Save as the above, the Company does not have any pre-existing obligation to issue Shares or any outstanding share options, derivatives or securities which are convertible or exchangeable into Shares.
- (D) As at the date hereof, the Subscriber is the holder of 219,404,855 Shares of the Company, representing approximately 29.30% of the entire issued Shares of the Company.
- (E) The Company has agreed to issue, and the Subscriber has agreed to subscribe for, the Subscription Shares subject to and upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1. In this Agreement, including the recitals and schedule hereto, unless the context otherwise requires, the following words and expressions shall have the following meanings when used herein:

“ acting in concert ”	has the meaning as ascribed to it under the Takeovers Code.
“ associate ”	has the meaning as ascribed to it under the Listing Rules.
“ Business Day ”	a day on which the Stock Exchange is open for the business of dealing in securities.

“CCASS”	means the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited.
“Completion”	completion of the Subscription in accordance with the provisions of Clause 5.
“Completion Date”	the date on which Completion shall take place, which shall be as soon as possible, and in any event no later than the fifth Business Day after the last outstanding condition precedent specified in Clause 4 (other than those condition(s) precedent which can only be fulfilled upon Completion) shall have been fulfilled (or such other date as may be agreed by the Company and the Subscriber in writing).
“Confidential Information”	any information of whatever nature and in whatever form, including, without limitation, the terms and conditions of this Agreement, information relating to trade secrets, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, ideas, concepts, business or marketing plans, business proposals, costs, prices, purchase or sales volume, agreements with third parties, services, actual or potential customers, the corporate structure, business, operations, assets, customers, suppliers, partners, concept, financial, commercial and technical data relating to any of the parties or their Relevant Persons and the transactions as contemplated herein which has been provided by one party (“ Disclosing Party ”) to the other (“ Receiving Party ”) either directly or indirectly, in writing, in disk or electronic form, orally, or by inspection of tangible objects which is proprietary to the Disclosing Party, or pursuant to discussions with the parties or any of their respective Relevant Persons and in any form or medium in which any such information may be recorded or kept, or is otherwise designated as “ Confidential Information ” or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party.
“Encumbrance”	any mortgage, charge, pledge, lien, (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same.
“Executive”	has the meaning as ascribed to it under the Takeovers Code.
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC.

“Independent Shareholders”	Shareholders other than those who are involved in or interested in this Agreement and the Subscription.
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
“Long Stop Date”	28 February 2020 (or such other date as the Company and the Subscriber may agree in writing).
“PRC”	The People’s Republic of China.
“Relevant Persons”	in respect of the relevant party, that party’s directors, employees, advisers, agents or consultants and, in relation to the Receiving Party, includes persons who, at the time it or any member of the Receiving Party receives any Confidential Information, occupy any of such positions in relation to the Receiving Party.
“SFC”	the Securities and Futures Commission of Hong Kong.
“SGM”	the special general meeting of the Company to be convened for approving, among other matters, the terms of this Agreement and the allotment and issue of the Subscription Shares by the Company under the specific mandate.
“Share(s)”	the ordinary share(s) of par value of HK\$0.10 each in the share capital of the Company.
“Shareholder(s)”	holder(s) of the Shares.
“Stock Exchange”	The Stock Exchange of Hong Kong Limited.
“Subscription”	the subscription for the Subscription Shares subject to and upon the terms and conditions of this Agreement.
“Subscription Price”	the higher of the average closing price per Share as quoted on the Stock Exchange for the 5 consecutive trading days prior to the date of the Subscription Agreement or the nominal Share value of HK\$0.100 per Subscription Share.
“Subscription Share(s)”	149,063,676 new Shares to be subscribed by the Subscriber upon Completion and each a “Subscription Share” .
“Takeovers Code”	the Code on Takeovers and Mergers of Hong Kong.
“this Agreement”	this subscription agreement, as amended or supplemented from time to time.
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong.
“%”	per cent.

1.2. References in this Agreement to the singular shall, where the context so requires, be deemed to include references to the plural and vice versa, references to one gender shall include all genders and references to persons include bodies corporate or unincorporated and vice versa. The clause

headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

- 1.3. References herein to Recital, Clauses and Schedule are, unless the context otherwise requires, to recital to, clauses in and schedule to this Agreement.

2. THE SUBSCRIPTION

- 2.1. Subject to Clause 4, the Subscriber shall subscribe and pay for the Subscription Shares at the Subscription Price and the Company shall, subject to payment in full, allot and issue the Subscription Shares to the Subscriber pursuant to its bye-laws and memorandum of association of the Company upon Completion.

3. SUBSCRIPTION PRICE

- 3.1. The Subscription Price for each Subscription Share shall be paid upon Completion accompanying the application for the Subscription Shares in the manner as set out in Clause 5.1(1).
- 3.2. Each Subscription Share shall be allotted and issued against payment as fully paid at the Subscription Price. The Subscription Shares shall rank *pari passu* in all respects among themselves and with the Shares in issue on the Completion Date.

4. CONDITIONS PRECEDENT

- 4.1. Completion is conditional on:
- (1) the passing of an ordinary resolution by the Independent Shareholders at the SGM approving the allotment and issue of the Subscription Shares by the Company;
 - (2) the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Subscription Shares, and such approval not being revoked; and
 - (3) all other necessary consents, approvals, permits or licences from the relevant governmental or regulatory authorities or other third parties in relation to the transactions contemplated under this Agreement having been obtained.
- 4.2. The Company shall apply to the Stock Exchange as soon as practicable after the signing of this Agreement for the purpose of obtaining the approval for the listing of, and permission to deal in, the Subscription Shares referred to in Clause 4.1(2) and shall use its best endeavours to procure the satisfaction of conditions specified in Clauses 4.1(1) and to the extent it is within its power to do so (as regards itself).
- 4.3. Each party shall exercise its best endeavours to procure the satisfaction of condition specified in Clause 4.1(2).
- 4.4. Each of the Subscriber and the Company shall use its best endeavours to procure that all information and documents relating to it reasonably required by the other party for the purpose of:
- (1) preparing any announcement(s) and/or circular(s) required pursuant to the Listing Rules or the Takeovers Code or at the request of the Stock Exchange or the SFC to be made by the Company or, as the case may be, the Subscriber, after the signing of this Agreement in connection with the transactions contemplated by this Agreement; and/or
 - (2) as otherwise may reasonably be required by the Stock Exchange and/or the SFC and/or the Executive for the purposes of its vetting of any document referred to in Sub-clause

(1) and/or answering any enquiries made by the Stock Exchange and/or the SFC and/or the Executive in relation to this Agreement and/or the transactions contemplated hereunder,

is made available to the Company or, as the case may be, the Subscriber and their respective advisers in a timely manner upon request for such information and/or documents by the Company or, as the case may be, the Subscriber.

4.5. The conditions specified in Clause 4.1 above are not capable of being waived by any of the parties hereto.

4.6. If the conditions set out in Clause 4.1 have not been satisfied at or before 4:00 p.m. on the Long Stop Date, this Agreement shall cease and determine (save and except Clauses 1, 8 to 14 which shall continue to have full force and effect) and save for any antecedent breach by any party.

5. COMPLETION

5.1. Subject to the fulfilment of the conditions set out in Clause 4.1 in full, Completion shall take place at or before 5:00 p.m. on the Completion Date when all (but not part only) of the following business shall be transacted:

(1) the Subscriber shall:

- (a) deliver to the Company a letter applying for all of the Subscription Shares at the Subscription Price signed by the Subscriber in substantially the form set out in the Schedule; and
- (b) pay, or procure the payment of, the aggregate Subscription Price for the Subscription Shares, by transfer of clear and immediately available funds by the Subscriber (or its nominee) to a bank account designated by the Company.

(2) the Company shall:

- (a) subject to the compliance with Clause 5.1(1) by the Subscriber, allot and issue to the Subscriber the Subscription Shares, fully paid, and shall procure that the Subscriber be registered in the branch register of members of the Company in Hong Kong as holder of the Subscription Shares; and
- (b) (i) deliver to the Subscriber a definitive share certificate in respect of the Subscription Shares issued in the name of the Subscriber and in accordance with instructions given in the application to be delivered as referred to above or (ii), if so required by the Subscriber, share certificates in respect of the Subscription Shares subscribed and paid for by the Subscriber to the depositary for HKSCC Nominees Limited for credit to such CCASS participant account as may be designated by the Subscriber.

5.2. The transactions described in Clause 5.1 shall take place at or around the same time, so that in default of the performance of any such transactions by a party, the other parties shall not be obliged to complete the transactions aforesaid (without prejudice to any other remedies).

6. COMPANY'S WARRANTIES AND UNDERTAKINGS

6.1. The Company hereby represents and undertakes to the Subscriber that:

- (1) the Company is, and as at the Completion Date will still be, duly incorporated and validly existing under the laws of Bermuda and the information contained in the Recitals

is true and accurate;

- (2) upon the satisfaction of conditions specified in Clause 4.1, it has full requisite power and authority to enter into and perform this Agreement, including to allot and issue the Subscription Shares to the Subscriber in accordance with the terms of this Agreement, and this Agreement when duly executed will constitute legally binding obligations of the Company;
 - (3) all necessary approvals, consents, authorisations, waivers and licences required to be obtained by the Company in relation to the execution of this Agreement and the performance of this Agreement, including the Subscription, will have been obtained and remain in full force and effect upon Completion;
 - (4) upon the satisfaction of conditions specified in Clause 4.1, the Subscription Shares will be allotted and issued in accordance with the memorandum and articles of association of the Company and with all relevant laws of Hong Kong, Bermuda and the applicable rules and regulations of the Stock Exchange (including but not limited to the Listing Rules) and, when the same are allotted and issued to the Subscriber, will be listed on the Stock Exchange and will rank *pari passu* in all respects *inter se* and with all other Shares in issue on the Completion Date;
 - (5) upon the payment of the aggregate Subscription Price by the Subscriber in accordance with Clause 5.1(1)(b), the Subscription Shares will on allotment and issue be free from all Encumbrances and third party rights of whatsoever nature and together with all rights attaching thereto as at the Completion Date including the right to receive all dividends and other distributions which may be declared, made or paid in respect of the Shares, the record date for which shall fall on or after the Completion Date; and
 - (6) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Company will not result in the breach or cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Company is a party or by which the Company or its property or assets may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Company.
- 6.2. The representations, warranties and undertaking contained in this Clause 6 shall remain in full force and effect from the date of this Agreement until Completion. The Company hereby undertakes to notify the Subscriber of any matter or event coming to its attention prior to Completion which shows any relevant representation or warranty to be or to have been untrue or inaccurate at the date hereof or at any time prior to Completion.

7. SUBSCRIBER'S WARRANTIES AND UNDERTAKINGS

7.1. The Subscriber hereby represents and undertakes to the Company that:

- (1) it is, and as at the Completion Date will still be, a company duly incorporated and validly existing under the laws of its incorporation;
- (2) all information given to the Company and the professional advisers of the Company by it and its Relevant Persons during the negotiations prior to this Agreement was when given, and is at the date hereof, true and accurate and there is no fact, matter or circumstance which has not been disclosed in writing to the Company or the professional advisers of the Company which renders any such information untrue, inaccurate or misleading;

- (3) it has full power and authority to enter into and perform its obligations under this Agreement and this Agreement when duly executed will constitute legally binding obligations of itself;
- (4) all necessary approvals, consents, authorisations, waivers and licences required to be obtained by it in relation to the execution of this Agreement and the performance of this Agreement, including the Subscription, will have been obtained and remain in full force and effect upon Completion;
- (5) it will accept the Subscription Shares subject to the memorandum and articles of association of the Company;
- (6) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by it will not result in the breach or cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Subscriber is a party or by which the Subscriber or the properties or assets of the Subscriber may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Subscriber;
- (7) neither it nor any of its parties acting in concert has dealt for value in the Shares within six months prior to the date of this Agreement, nor has it, or any of its parties acting in concert, acquired any voting rights in the Company that would constitute a disqualifying transaction under the Takeovers Code, and it will, and will procure its parties acting in concert will, not enter into any such transactions, or acquire or dispose of any voting rights in the Company, between the date of this Agreement and the Completion Date (both dates inclusive);
- (8) it is subscribing for the Subscription Shares as a principal and not as agent or trustee for any other person;
- (9) neither it nor any of its beneficial owner(s) is a "U.S. person" (within the meaning of the United States Securities Act of 1933).

7.2. The representations, warranties and undertaking contained in this Clause 7 shall remain in full force and effect from the date of this Agreement until Completion. The Subscriber hereby undertakes to notify the Company of any matter or event coming to its attention prior to Completion which shows any relevant representation or warranty to be or to have been untrue or inaccurate at the date hereof or at any time prior to Completion.

7.3. The Subscriber hereby undertakes to indemnify and keep indemnified on demand the Company in full against any expenses or costs suffered by the Company as a result of or in connection with any breach of any of the representations, warranties and undertaking contained in this Clause 7 including, but not limited to, any payment made or required to be made by the Subscriber or any costs and expenses (including legal expenses) incurred as a result of such breach including costs of rectifying or remedying the breach provided that the indemnity contained in this Clause 7.3 shall be without prejudice to any other rights and remedies of the Company in relation to any breach of the representations, warranties and undertaking contained in this Clause 7 and all such other rights and remedies are hereby expressly reserved to the Company.

8. CONFIDENTIALITY AND RESTRICTION ON ANNOUNCEMENTS

8.1. All Confidential Information and other materials supplied to or received by any of the parties to this Agreement as Receiving Party from the other which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the Receiving Party alone and any information concerning the business transactions or the financial arrangements of the Disclosing

Party or of any person with whom any of them is in a confidential relationship with regard to the matter in question coming to the knowledge of the recipient shall be kept confidential by the recipient unless or until compelled to disclose by judicial or administrative procedures or in the opinion of its counsel, by other requirements of law, or the recipient can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is in the public domain, this obligation shall cease to apply, and in such case, this obligation shall cease only to the extent required under the respective circumstances.

- 8.2. The parties to this Agreement shall take all reasonable steps to ensure that only those of their Relevant Persons shall have access to the Confidential Information, and each of them shall be duly instructed and obliged to treat the same as confidential.
- 8.3. Save for the announcement(s) and the circular(s) relating to this Agreement and the transactions contemplated hereunder required to be issued pursuant to the Listing Rules or the Takeovers Code, and such disclosure as may be required under the Listing Rules, the Takeovers Code or by the Stock Exchange, the SFC or other regulatory authorities, neither party shall make any announcements or circulars or release or disclose any information concerning this Agreement or the transactions herein referred to or disclose the identity of the other party (save for disclosure to their respective professional advisers under a duty of confidentiality) without the written consent of the other party.
- 8.4. Notwithstanding the foregoing, the parties hereby agree that this Agreement may be disclosed and may be made available for inspection on the website of the Securities and Futures Commission of Hong Kong pursuant to the requirements under the Takeovers Code.
- 8.5. If this Agreement shall cease and determine under Clause 4 or otherwise terminate, the Receiving Party shall forthwith return, and shall procure its Relevant Persons to return, to the Disclosing Party all documents and materials (and all copies thereof) containing the Confidential Information which have been disclosed to the Receiving Party or its Relevant Persons pursuant to this Agreement, or destroy all or any part of the same according to the written instructions of the Disclosing Party and certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 8.5. This Clause 8.5 shall be subject to any requirement by law, regulation or legal or judicial process or any applicable regulatory authority or professional regulatory body and the Receiving Party and its Relevant Persons' legitimate document retention policy to retain Confidential Information.

9. COSTS AND EXPENSES

- 9.1. Each party shall bear its own costs and expenses (including legal expenses) in respect of the negotiation, preparation or completion of this Agreement and all transactions contemplated by this Agreement and all other expenses for the implementation of such transactions.
- 9.2. The Company shall bear the costs and expenses in connection with the allotment and issue, and the listing of the Subscription Shares and the issue of the share certificate(s) in respect of the Subscription Shares.

10. CONTINUING OBLIGATIONS, TIME AND GENERAL

- 10.1. 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.
- 10.2. Each of the Company and the Subscriber hereby undertakes to the other that it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions contemplated hereby.

- 10.3. Time shall be of the essence of this Agreement as regards any time or period specified herein or which may be varied with the agreements of both parties.
- 10.4. Any variation to this Agreement shall be binding only if recorded in a document signed by all the parties hereto.
- 10.5. This Agreement constitutes the entire agreement between the parties relating to the Subscription and supersedes all previous understandings and agreements between the parties or any of them in relation to the Subscription. The parties acknowledge that no claim shall arise in respect of any understanding or agreement (if any) so superseded, and that there are no other representations, warranties, conditions or terms whatsoever applicable to the transactions contemplated by this Agreement, whether express or implied, besides those expressly contained herein.

11. SUCCESSORS AND ASSIGNEES

This Agreement shall be binding on and shall enure for the benefit of each party's successors and assignees and personal representatives (as the case may be), but no assignment may be made of any of the rights or obligations hereunder of either party without the prior written consent of the other party.

12. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be binding upon the party executing it and which together shall constitute one agreement. Any of the parties hereto may execute this Agreement on a facsimile copy counterpart and deliver its signature and seal by facsimile.

13. NOTICES

- 13.1. Any notice required or permitted to be given hereunder shall be given in writing in the English language delivered personally or sent by post (airmail if overseas) or facsimile message to the party due to receive such notice at its facsimile number (if any) or address as set out below in Clause 13.3 (or such other address as it may have notified to the other party in accordance with this Clause).
- 13.2. A notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received two Business Days (or seven Business Days if overseas) after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted or that the facsimile message was properly addressed and despatched as the case may be. A notice sent by facsimile message shall be deemed to have been received at the time of despatch.
- 13.3. For the purpose of delivery of notices under this Agreement, the address and (if any) facsimile number of each party to this Agreement are:

As regards the Company
 Address : 3/F, Mandarin Commercial House, 38 Morrison Hill Road,
 Wanchai, Hong Kong
 Email : tommylaw@58sunway.com
 Attention : Mr. LAW Chun Choi

As regards the Subscriber
 Address : Room 1705, 17/F, Tower Two, Admiralty Centre, 18
 Harcourt Road, Hong Kong
 Email : smteunice@gmail.com

Attention : Ms. Eunice TSANG

13.4. Nothing in this Clause 13 shall preclude the service of communication or the proof of such service by any mode permitted by law.

14. GOVERNING LAW, JURISDICTION AND PROCESS AGENT

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

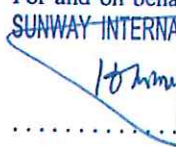

14.2. The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith but the terms of this Agreement may be enforced in any court of competent jurisdiction.

14.3. Unless otherwise provided herein, a person or company who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) to enforce any terms of this Agreement.

IN WITNESS whereof this Agreement has been duly executed by the parties hereto the day and year first above written.

THE COMPANY

SIGNED by
LAW Chun Choi
for and on behalf of
SUNWAY INTERNATIONAL HOLDINGS
LIMITED
(新威國際控股有限公司)

) For and on behalf of
) ~~SUNWAY INTERNATIONAL HOLDINGS LIMITED~~
) 
) 
)
) Authorized Signature(s)

THE SUBSCRIBER

SIGNED by
CHIM Sai Yau, Oscar
for and on behalf of
WEALTHY PORT HOLDINGS LIMITED

) For and on behalf of
) WEALTHY PORT HOLDINGS LIMITED
) 富亨集團有限公司
) 
)
) Authorized Signature(s)