

**DATED 14 November, 2014**

**LI WEIMIN**

**and**

**SINO-TECH INTERNATIONAL HOLDINGS LIMITED**

---

**DEED OF VARIATION**  
**relating to the**  
**outstanding principal amount of HK\$302,400,000**  
**zero coupon convertible notes due on 15 November 2014**

---

**P. C. WOO & CO.**

Solicitors & Notaries

Room 1225, 12/F., Prince's Building

10 Chater Road

Central, Hong Kong

Tel: (852) 2533 7700

Fax: (852) 2877 5538

e-mail: [pcwoo@pcwoo.com.hk](mailto:pcwoo@pcwoo.com.hk)

Ref.: HL:WKF:WSY

**THIS DEED OF VARIATION is made on 14 November, 2014**

**BETWEEN**

- (1) **Li Weimin**, holder of PRC Identity Card No. 411002196807151211 of No.21-1, Bi Shui Zhuang Yuan, Changping District, Beijing, the People's Republic of China (the "**Noteholder**"); and
- (2) **Sino-Tech International Holdings Limited**, a company incorporated in Bermuda with limited liability and whose principal place of business in Hong Kong is at 18/F, Times Media Centre, 133 Wan Chai Road, Wan Chai, Hong Kong (the "**Issuer**")

(together, the "**Parties**" and each a "**Party**").

**WHEREAS**

- (A) On 13 September, 2009, an agreement was entered into between the Noteholder, Top Victory Industries Limited and the Issuer in respect of the sale and purchase of the entire issued share capital of CITIC Logistics (International) Company Limited (the "**Agreement**") for the consideration of HK\$1,144,800,000 which was settled by the issue of 1,620,000,000 shares of HK\$0.01 each in the capital of the Company (the "**Shares**") and zero coupon convertible notes in the aggregate principal amount of HK\$950,400,000 due on 15 November 2014, convertible into the Shares at the conversion price of HK\$0.12 per Share (the "**Notes**"). Pursuant to the Agreement, the Notes were issued on 16 November 2009.
- (B) As at the date of this Deed of Variation, the Notes in an aggregate principal amount of HK\$302,400,000 are still outstanding and held by the Noteholder (the "**Outstanding Notes**"). The Outstanding Notes shall mature on 15 November 2014.
- (C) In view of the financial conditions of the Issuer, the Noteholder agrees to extend the maturity date of the Outstanding Notes to 31 December 2016 and the Issuer agrees to adjust the conversion price from HK\$0.12 to HK\$0.035 per Share.

**THE PARTIES HEREBY AGREED as follows:**

**1. INTERPRETATION**

- 1.1 The Parties to this Deed of Variation agree to amend the conditions of the Notes (the “**Original Conditions**”) by the adoption of the addendum (the “**Addendum**”) as set out in the Schedule to this Deed of Variation upon fulfillment of the conditions precedent set out in Clause 3 of this Deed of Variation.
- 1.2 The terms used in this Deed of Variation shall have the same meanings as those defined in the Notes unless otherwise defined.
- 1.3 Save as expressly amended or replaced by the Addendum, all other Original Conditions shall remain valid, binding and unaffected upon the variations set out in the Addendum coming into effect .
- 1.4 Words denoting the singular include the plural and vice versa, words denoting one gender include all genders, and words denoting persons include corporations and vice versa.
- 1.5 Headings are for ease of reference only and do not form part of this Deed of Variation.

**2. AMENDMENTS TO THE CONDITIONS OF THE NOTES**

- 2.1 Subject to the fulfillment of the conditions precedent as set out in Clause 3 of this Deed of Variation and in consideration of the Noteholder agreeing to extend the maturity date of the Outstanding Notes to 31 December 2016, the Issuer and the Noteholder agree to adopt the Addendum and amend the Conditions as follows :

- (a) The Maturity Date as set out in the Original Condition 1 of the Outstanding Notes shall be extended from five (5) years from the date of issue of the Note to 31 December 2016 and the Original Condition 1 shall be amended to read as follows :-

“1. Subject as provided herein, the Note shall mature on 31 December

2016 (“**Maturity Date**”).”

- (b) The Conversion Price in the amount of HK\$0.12 per Conversion Shares as set out in the Original Condition 5(a) of the Outstanding Notes shall be amended to HK\$0.035 per Conversion Shares and the Original Condition 5(a) shall be amended to read as follows :-

“(a) Conversion

Subject to Conditions 2(b) and (c) and as hereinafter provided in this Conditions 5(a) and Condition 5(b), the Noteholder (and its assignee(s) or transferee(s) pursuant to Condition 2(c)) will have the right (“**Conversion Rights**”), at any time on any Business Day from the date of issue of this Note to the Maturity Date, to convert the whole or part of the outstanding principal amount of the Note into ordinary shares in the issued share capital of the Issuer (“**Conversion Shares**”) which shall be determined by dividing the outstanding principal amount of the Note by the Conversion Price (as defined hereinafter)(rounded down to the nearest whole number). The conversion price(s) (“**Conversion Price(s)**”), subject to adjustment as hereinafter described in Condition 6, shall be HK\$0.035. No fraction of a Conversion Share will be issued but (except in cases where any such cash payment would amount to less than HK\$1.00) an equivalent cash payment in dollars of the Hong Kong Special Administrative Region (“**Hong Kong**”) will be made to a Noteholder which proposes to exercise all or any part of its Conversion Rights (“**Converting Noteholder**”) in respect of such fraction. The Conversion Shares shall rank *pari passu* in all respects amongst themselves and with all other shares in the issued share capital of the Issuer (“**Issuer Shares**”) outstanding at the date of conversion specified in the Conversion Notice (as defined below) served in accordance with Condition 8(a) (“**Conversion Date**”) and be entitled to all dividends and other distributions the record date of which falls on a date on or after the Conversion Date.”

- 2.2 Subject to the fulfillment of the conditions precedent as set out in Clause 3.1 of this Deed of Variation, the Addendum recording the amendments to the

Original Conditions in terms as set out in Clause 2.1 of this Deed of Variation shall take effect on the Effective Date (as defined below).

### 3. CONDITIONS PRECEDENT

3.1 The amendments to the Original Conditions in terms as set out in the Addendum shall become effective upon the fulfilment of all of the following conditions precedent:

- (a) the passing of ordinary resolution(s) by the shareholders of the Issuer (being such shareholders as are allowed to vote under the Listing Rules or permitted by The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) to vote) at a special general meeting of the Company approving (a) this Deed of Variation and the transactions contemplated hereunder; (b) upon the exercise of the Conversion Rights attaching to the Notes, the allotment and issue of the Shares in accordance with the Conditions as varied by the Addendum;
- (b) the approval from holders of more than 50% of the aggregate principal amount of the Outstanding Notes approving the variation of the Original Conditions in terms as set out in the Addendum having been obtained by the Issuer;
- (c) the Listing Committee of the Stock Exchange having granted or having agreed to grant the listing of, and permission to deal in, the Shares falling to be allotted and issued upon an exercise of the conversion rights attaching to the Notes in accordance with the Conditions as varied by the Addendum; and
- (d) the Company having obtained from the Stock Exchange approval to vary the Original Conditions in terms as set out in the Addendum.

3.2 The amendments to the Original Conditions in terms as set out in the Addendum shall take effect on the date on which the Company notifies the Noteholder(s) in writing the fulfilment of the conditions precedent as set out in Clause 3.1 above (together with a copy of the Addendum) (the “**Effective Date**”), which date shall be no later than five business days after the fulfilment of the condition precedent last in time to be fulfilled.

- 3.3 If any of the conditions precedent in Clause 3.1 has not been fulfilled on or before 31 March 2015 (or such other date as may be agreed by the Parties in writing), this Deed of Variation shall lapse and be of no further effect and none of the parties to this Deed of Variation will have any claim against or liability to the other parties in respect of the Deed of Variation save for any antecedent breaches thereof.
- 3.4 The Issuer undertakes to the Noteholder to use its best endeavours (within its power and control) to procure the fulfillment of the conditions precedent set out in Clause 3.1, including without limitation, making all necessary applications forthwith upon the signing of this Deed of Variation and the timely supply of information to the Stock Exchange.

### **3A. UNDERTAKING**

- 3A.1 The Noteholder undertakes not to exercise any of its rights under Condition 5(c) or Condition 9.1 of the Original Conditions to demand repayment of the principal amount of the Outstanding Notes until the earlier of:
- (a) the date on which the Noteholder becomes aware of anything which will prevent any of the conditions precedent set out in Clause 3.1 from being satisfied;
  - (c) the date on which this Deed of Variation is terminated; and
  - (d) the date on which the Issuer breaches any of the terms of this Deed.
- 3A.2 The Parties agree and acknowledge that, save for as provided for above, the Original Conditions remain valid and binding until the variations as set out in the Addendum become effective.

### **4. COUNTERPART**

This Deed of Variation may be executed in a number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be an original, but all of which together constitute one and the same instrument. For the avoidance of doubt, this Deed of Variation shall have no effect unless and until the parties to this Deed of Variation or their respective

representatives have executed this Deed of Variation.

5. **EXPENSES**

Each Party shall bear its own costs and expenses incurred and to be incurred in connection with the preparation, negotiation, execution of and performance of their respective obligations under this Deed of Variation and each document contemplated herein.

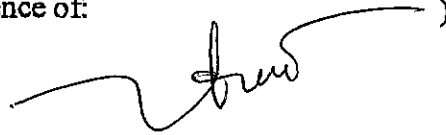
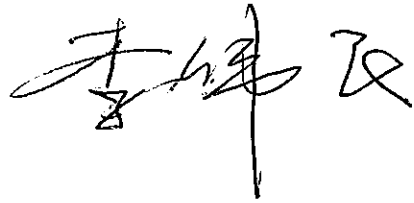
6. **GOVERNING LAW AND JURISDICTION**

6.1 This Deed is governed by and shall be construed in accordance with Hong Kong law.

6.2 The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong with respect to any claim or matters arising under this Deed of Variation.

**IN WITNESS** whereof this deed has been executed by the Noteholder and the Issuer on the year and date first written above.

**SIGNED, SEALED and DELIVERED** by )  
**LI WEIMIN** )  
in the presence of: )



*Nguyen Thi Huyen Trang*

**SEALED with the COMMON SEAL of** )  
**SINO-TECH INTERNATIONAL** )  
**HOLDINGS LIMITED** )  
and signed by )  
in the presence of :- )



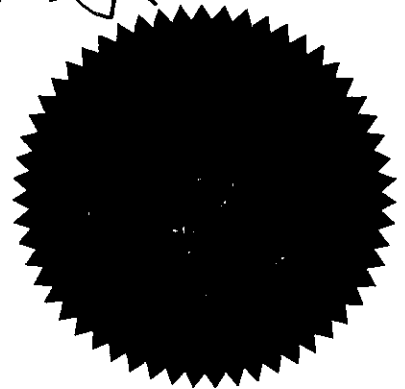
IN WITNESS whereof this deed has been executed by the Noteholder and the Issuer on the year and date first written above.

SIGNED, SEALED and DELIVERED by )  
LI WEIMIN )  
in the presence of: )

SEALED with the COMMON SEAL of )  
SINO-TECH INTERNATIONAL )  
HOLDINGS LIMITED )  
and signed by *Huang Hanshui* )  
in the presence of :- )

*ms*  
\_\_\_\_\_  
TSANG MUN SZE

*[Handwritten signatures]*



SCHEDULE

Form of Addendum

**SINO-TECH INTERNATIONAL HOLDINGS LIMITED**  
**(the “Issuer”)**

**Addendum**  
**to**  
**the terms and conditions of**  
**zero coupon convertible notes in the principal amount of HK\$950,400,000**  
**due on 15 November 2014**  
**convertible into the shares of HK\$0.01 each in the capital of**  
**Sino-Tech International Holdings Limited (the “Notes”)**

**1. Purpose**

This Addendum varies and supplements the terms and conditions to the Notes so as to reflect the amendments agreed by the Issuer and the Noteholder pursuant to a deed of variation entered into among them on [\*] November 2014 (the “**Deed of Variation**”).

**2. Definitions**

Words and expressions used herein shall have the meanings as set out in the Notes and the conditions to the Notes (the “**Conditions**”) unless the context requires otherwise.

**3. Amendments to the Notes**

The terms and conditions of the Notes shall be amended and supplemented in the following manner:-

**3.1 The Condition 1 of the Note shall be deleted in its entirety and replaced by the following:-**

“1. **PERIOD**

Subject as provided herein, the Note shall mature on 31 December 2016 (“**Maturity Date**”).”

**3.1.1 The Condition 5(a) of the Note shall be deleted in its entirety and replaced by the following:-**

“(a) **Conversion**

Subject to Conditions 2(b) and (c) and as hereinafter provided in this

Conditions 5(a) and Condition 5(b), the Noteholder (and its assignee(s) or transferee(s) pursuant to Condition 2(c)) will have the right (“**Conversion Rights**”), at any time on any Business Day from the date of issue of this Note to the Maturity Date, to convert the whole or part of the outstanding principal amount of the Note into ordinary shares in the issued share capital of the Issuer (“**Conversion Shares**”) which shall be determined by dividing the outstanding principal amount of the Note by the Conversion Price (as defined hereinafter)(rounded down to the nearest whole number). The conversion price(s) (“**Conversion Price(s)**”), subject to adjustment as hereinafter described in Condition 6, shall be HK\$0.035. No fraction of a Conversion Share will be issued but (except in cases where any such cash payment would amount to less than HK\$1.00) an equivalent cash payment in dollars of the Hong Kong Special Administrative Region (“**Hong Kong**”) will be made to a Noteholder which proposes to exercise all or any part of its Conversion Rights (“**Converting Noteholder**”) in respect of such fraction. The Conversion Shares shall rank *pari passu* in all respects amongst themselves and with all other shares in the issued share capital of the Issuer (“**Issuer Shares**”) outstanding at the date of conversion specified in the Conversion Notice (as defined below) served in accordance with Condition 8(a) (“**Conversion Date**”) and be entitled to all dividends and other distributions the record date of which falls on a date on or after the Conversion Date.”

**4. Effective date**

This Addendum shall take effect on [\*] (“**Effective Date**”).

**5. Effect of this Addendum**

- 5.1 The amendments to the Conditions as set out in this Addendum shall apply to the Notes in the principal amount of HK\$302,400,000, being the Notes outstanding as at the Effective Date.
- 5.2 The Conditions and this Addendum shall be read as one single document with effect from the Effective Date.
- 5.3 Save for the amendments to the Conditions as set out in this Addendum, the Conditions shall remain in full force, validity and effect.

**6. Law and Jurisdiction**

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