

Dated 1 September 2016

(1) NAGACORP LTD.

- and -

(2) FOURTH STAR FINANCE CORP.

- and -

(3) TAN SRI DR CHEN LIP KEONG

- and -

(4) MORGAN STANLEY & CO. INTERNATIONAL PLC

- and -

(5) CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

- and -

(6) UNION GAMING SECURITIES ASIA LIMITED

PLACING AND SUBSCRIPTION AGREEMENT

**relating to Shares in the share capital of
NAGACORP LTD.**

THIS PLACING AND SUBSCRIPTION AGREEMENT is made on 1 September 2016

BETWEEN:

- (1) **NAGACORP LTD.**, a company incorporated in the Cayman Islands whose registered office is Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Company**”);
- (2) **FOURTH STAR FINANCE CORP.**, a company incorporated in the British Virgin Islands whose registered office is Trident Trust Company (B.V.I.) Limited, Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands (the “**Vendor**”);
- (3) **TAN SRI DR CHEN LIP KEONG**, (Malaysian Passport No. A35873636) of 18 Jalan Tengku Ampuan, Taman Duta, 50480 Kuala Lumpur, Malaysia (the “**Guarantor**”);
- (4) **MORGAN STANLEY & CO. INTERNATIONAL PLC**, a company duly incorporated in United Kingdom whose registered office is at 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom (“**Morgan Stanley**”);
- (5) **CHINA MERCHANTS SECURITIES (HK) CO., LIMITED** (招商證券(香港)有限公司), a company duly incorporated in Hong Kong whose registered office is at 48/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (“**China Merchants Securities**”); and
- (6) **UNION GAMING SECURITIES ASIA LIMITED**, a company duly incorporated in Hong Kong whose registered office is at Unit 1005-1006 China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong (“**Union Gaming**”).

(Morgan Stanley, China Merchant Securities and Union Gaming together as the “**Placing Agents**”).

WHEREAS:

- (A) As at the date of this Agreement (as defined below), the Company has an authorised share capital of US\$100,000,000 divided into 8,000,000,000 ordinary shares of US\$0.0125 each (“**Shares**” and each a “**Share**”), of which 2,269,988,875 Shares have been allotted and issued and are fully paid up and currently listed on the Stock Exchange (as defined below).
- (B) 789,534,854 Shares, including the Sale Shares (as defined below), representing approximately 34.78% of the Shares in issue as at the date of this Agreement, are beneficially owned by the Vendor. The Vendor is wholly owned by ChenLa Foundation, of which the Guarantor is the founder and the sole beneficiary.
- (C) The Guarantor, being the founder and the sole beneficiary of ChenLa Foundation, has directed the Vendor to enter into this Agreement and to transfer the Sale Shares on the terms and subject to the conditions set out in this Agreement.
- (D) As at the date of this Agreement, (i) the Guarantor is also the beneficial owner of 7,150,000 Shares, representing approximately 0.31% of the Shares in issue as of the date of this Agreement; and (ii) ChenLa Foundation also owns all of the issued share capital of Cambodia Development Corporation, which beneficially owns 162,260,443 Shares, representing approximately 7.15% of the Shares in issue as of the date of this Agreement.

- (E) The Vendor has agreed to appoint:
- a. Morgan Stanley as the sole global coordinator in relation to the Placing and Morgan Stanley has agreed to act as the sole global coordinator upon the terms and subject to the conditions herein contained;
 - b. the Placing Agents and each of the Placing Agents has agreed to, severally but not jointly nor jointly and severally, act as exclusive placing agents of the Vendor on a best commercial efforts basis for the purpose of procuring purchasers for the Sale Shares upon the terms and subject to the conditions herein contained.
- (F) The Company has agreed to issue to the Vendor, and the Vendor has agreed to subscribe for, the Subscription Shares upon the terms and subject to the Conditions herein contained.
- (G) In consideration of the Placing Agents agreeing to enter into this Agreement, the Guarantor agrees to guarantee the obligations of the Vendor under this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1** In this Agreement (as defined below), the following expressions shall, unless the context requires otherwise, have the following meanings:

“**Affiliates**” has the meaning set out in Rule 501(b) of Regulation D;

“**Agreement**” means this placing and subscription agreement, including but not limited to the description of the Parties, the recitals, the Schedule(s) and any amendments, variations or supplements agreed in writing duly executed by the Parties;

“**Announcement**” means the announcement in the agreed form to be issued by the Company as soon as possible following the execution of this Agreement pursuant to the requirements under the Listing Rules;

“**Associate**” has the meaning ascribed to the term “associate” in the Listing Rules;

“**Bail-in Legislation**” means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

“**Bail-in Powers**” means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

“**BRRD Liability**” means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

“**BRRD Party**” means an institution or entity referred to in point (b), (c) or (d) of Article 1(1) BRRD;

“**Business Day**” means any day on which the Stock Exchange is open for securities dealings;

“**CCASS**” means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;

“**Closing Date**” means two Business Days after the Transaction Date or such other date as the Vendor and the Placing Agents may agree in writing;

“**Companies Ordinance**” means the Companies Ordinance (Cap 622 of the Laws of Hong Kong) for the time being in force;

“**Companies (Winding Up and Miscellaneous Provisions) Ordinance**” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) for the time being in force;

“**Conditions**” means the conditions to completion of the Subscription set out in Clause 6.1;

“**connected person**” has the meaning ascribed thereto in the Listing Rules;

“**Creditor or Counterparty of the BRRD Party**” means any party to this Agreement to whom a BRRD Party owes a BRRD Liability under or in connection with this Agreement from time to time;

“**Encumbrance**” means any pledge, charge, lien, mortgage, option, warrant, security interest, claim, pre-emption rights, equity interest, third party rights whatsoever or interests or rights similar to the foregoing;

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/pages.aspx?p=499>;

“**Expenses**” means the commissions, incentive fees and other expenses incurred by the Parties relating to the Placing set out in Clause 9 and the expenses properly incurred by the Company and the Vendor in relation to the Placing and/or the Subscription;

“**Gaming Authorisation**” means any authorisation, consent, permit, order, confirmation, certificate, registration, filing, license or other approval required by any Gaming Authority or under any Gaming Law for current or planned gaming, gambling, casino or casino-related businesses or activities of any member of the Group in any jurisdiction, including the consummation of the transactions contemplated hereby;

“**Gaming Authority**” means any gaming or gambling authority, including any governmental agency, body or authority, that has jurisdiction over the properties of any member of the Group;

“**Gaming Law**” means all applicable constitutions, treaties, laws and statutes pursuant to which any Gaming Authority possesses regulatory, licensing or permitting authority over, and all rules, rulings, orders, ordinances and regulations of any Gaming Authority applicable to, the current or planned gaming, gambling, casino or casino-related businesses or activities of any member of the Group in any jurisdiction, as in effect from time to time, including the policies, interpretations and administration thereof by any Gaming Authority;

“**General Rules**” means the General Rules of CCASS from time to time in force;

“**Group**” means the Company and its subsidiaries and the expression “**member of the Group**” shall be construed accordingly;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong;

“Independent Persons” means those persons who (i) are independent of and not acting in concert (as defined under the Takeovers Code) with any of the Vendor, the Guarantor and their respective concert parties and (ii) are not any of the Vendor’s, the Guarantor’s, the Company’s or its subsidiaries’ directors (as defined in the Listing Rules), chief executive (as defined in the Listing Rules) or substantial shareholders (as defined in the Listing Rules), or any of their respective Associates and **“Independent Person”** means each one of them;

“Internal Revenue Code” means the U.S. Internal Revenue Code of 1986, as amended;

“Investment Company Act” means the U.S. Investment Company Act of 1940, as amended;

“Listing Committee” means the listing sub-committee of the board of directors of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited for the time being in force;

“Operational Procedures” means the Operational Procedures of Hong Kong Securities Clearing Company Limited in relation to CCASS from time to time in force;

“Participant” means a person admitted for the time being by Hong Kong Securities Clearing Company Limited as a participant of CCASS;

“Parties” means the named parties to this Agreement and their respective successors and permitted assigns and **“Party”** means each one of them;

“Placee” means any professional, institutional or other investor whom the Placing Agents have procured to purchase any of the Sale Shares pursuant to their respective obligations hereunder;

“Placing” means the private placing to the Placees procured by the Placing Agents of the Sale Shares on the terms and subject to the conditions set out in this Agreement;

“Placing Price” means HK\$5.00 per Sale Share;

“PRC” means the People’s Republic of China;

“Professional Investor Treatment Notice” means the notice from the Placing Agents in the form set out in the Schedule to this Agreement;

“Regulation D” means Regulation D under the Securities Act;

“Regulation S” means Regulation S under the Securities Act;

“Relevant Resolution Authority” means the resolution authority with the ability to exercise any Bail-in Powers in relation to a BRRD Party;

“Rule 144A” means Rule 144A under the Securities Act;

“Sale Shares” means up to 190,000,000 Shares, or such number of Shares to be sold by the Vendor pursuant to this Agreement, whichever is smaller;

“Securities Act” means the U.S. Securities Act of 1933, as amended;

“Seller” has the meaning ascribed to it in Clause 2.4;

“SFC” means the Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) for the time being in force;

“Shares” has the meaning given to it in recital (A);

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“Subscription” means the subscription by the Vendor for the Subscription Shares on and subject to the terms and conditions set out in this Agreement;

“Subscription Monies” means such sum as is the aggregate of the Placing Price multiplied by the number of Subscription Shares less the Expenses;

“Subscription Shares” means up to 190,000,000 new Shares to be issued to the Vendor by the Company under the Subscription and which shall be equal to the number of the Sale Shares;

“subsidiary” has the same meaning as in Section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

“Takeovers Code” means the Hong Kong Code on Takeovers and Mergers issued by the SFC;

“Taxation” or **“Tax”** mean all forms of taxation including value-added tax, goods and services tax, business tax, stamp duty, withholding taxes and/or other similar taxes whether of Hong Kong, the Kingdom of Cambodia or elsewhere in the world whenever imposed and all statutory, governmental, state, provincial, local governmental or municipal impositions, duties and levies and all penalties, charges, costs and interests relating thereto;

“Transaction Date” means 1 September 2016, or such other date as the Vendor and the Placing Agents may agree in writing;

“U.S.” or **“United States”** mean the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

“US\$” means United States dollars, the lawful currency of United States.

- 1.2** In this Agreement, references to any statute, statutory provision, Listing Rule or a rule of the Takeovers Code include a reference to that statute, statutory provision, Listing Rule or a rule of the Takeovers Code as from time to time amended, extended or re-enacted.
- 1.3** In this Agreement, references to “knowledge” of any person shall mean knowledge of such person (or where any person is not an individual, such person’s officers) after due and diligent inquiry.
- 1.4** In this Agreement, references to persons include references to bodies corporate, references to singular include references to the plural and vice versa; and words denoting one gender only shall include other genders.
- 1.5** Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

- 1.6** All references in this Agreement in relation to any time, date or period shall mean Hong Kong time.
- 1.7** References to Clauses, Sub-clauses and the Schedule are references to clauses and sub-clauses of and schedule to this Agreement.

2 APPOINTMENT OF THE SOLE GLOBAL COORDINATOR, THE PLACING AGENTS AND THE PLACING

- 2.1** Subject to the provisions of this Agreement, the Vendor hereby appoints (i) Morgan Stanley as the sole global coordinator in relation to the Placing and Morgan Stanley agrees to act as the sole global coordinator upon the terms and subject to the conditions herein contained; and (ii) each of Morgan Stanley, China Merchant Securities and Union Gaming as the Placing Agents, severally but not jointly nor jointly and severally to the exclusion of all others, and each of the Placing Agents, relying on the representations, warranties and undertakings herein contained and subject to the conditions as hereinafter mentioned, agrees to act as agent for the Vendor on a best commercial efforts basis to procure Placees to purchase the Sale Shares at the Placing Price (together with such Hong Kong stamp duty, brokerage, SFC transaction levy and Stock Exchange trading fee payable by the purchasers) on the terms and subject to the conditions set out in this Agreement. The Placing Agents shall be under no obligation to purchase the Sale Shares if Placees are not procured for any or all of the Sale Shares. For the avoidance of doubt, the Vendor hereby acknowledges that none of the Placing Agents is underwriting the Placing of the Sale Shares and in no circumstances shall the Placing Agents be required to purchase the Sale Shares as principals.
- 2.2** The number of Sale Shares for which each of the Placing Agents shall be appointed as agent to procure Placees under this Agreement shall be several only, and shall be in the following proportion:

Placing Agent	Proportion of Sale Shares
Morgan Stanley	75% (seventy five per cent.)
China Merchants Securities	12.5% (twelve point five per cent.)
Union Gaming	12.5% (twelve point five per cent.)

- 2.3** The obligations of the Placing Agents under this Agreement (and, in particular, each of their obligations in relation to procuring the placing of the Sale Shares) shall be several only (and not jointly nor on a joint and several basis). For the avoidance of doubt, each of the Placing Agents shall be responsible under this Agreement on a several (and not joint nor joint and several) basis only for its own actions and omissions and will not be responsible in any manner for any actions or omissions of any other Placing Agent(s). None of the Placing Agents shall be liable for any failure on the part of any other Placing Agent(s) to perform its obligations in this Agreement. Notwithstanding the foregoing, each of the Placing Agents shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any other Placing Agent(s).
- 2.4** Notwithstanding Clause 2.1, at any time, each of the Placing Agents may elect that some or all of the Sale Shares be purchased by it and/or its nominee(s) as principal from the Vendor at the Placing Price and, in that event, such Sale Shares may subsequently be sold

by such Placing Agent and/or its nominee(s) (each, a “**Seller**”) as principal to purchasers at any price(s) as the Seller in its discretion may determine, without being under any obligation to notify the Vendor of such election or of the number of Sale Shares so purchased as principal, or of the price(s) at which such Sale Shares is/are sold to purchasers provided that any stamp duty payable in respect of such sale by a Seller as principal shall be borne by the relevant Seller.

- 2.5** The Vendor hereby confirms that the appointment set forth in Clause 2.1 confers on each of the Placing Agents all powers, authorities and discretions on behalf of the Vendor which are reasonably necessary for, or reasonably incidental to, the making of the Placing (including, without limiting the foregoing, the completion of the relevant contract notes on behalf of the Vendor and the submission of such contract notes and other documents for stamping) and hereby agrees to ratify and confirm all acts which each of the Placing Agents has done for the purpose of the Placing prior to the date of this Agreement or may lawfully do in the exercise of such powers, authorities and discretions in accordance with this Agreement.
- 2.6** The Vendor shall sell the Sale Shares pursuant to the Placing free from all Encumbrances and together with all rights attaching to them as at the Transaction Date, including the right to receive all dividends declared, made or paid on or after the Transaction Date.
- 2.7** The Sale Shares shall be offered to Placees in board lots of 2,000 Shares. The choice of Placees for the Sale Shares shall be determined solely by the Placing Agents, subject to the requirements of the Listing Rules and the Takeovers Code. Each of the Placing Agents shall not, as far as it is aware, place any of the Sale Shares to any:
- 2.7.1** connected person of the Company; or
- 2.7.2** person who is not an Independent Person.
- 2.8** Each of the Placing Agents may select brokers of its choice to report placing of the Sale Shares attributable to it to the Stock Exchange and to effect the placing of such Sale Shares on the Stock Exchange as a crossing on the Stock Exchange.
- 2.9** In so far as Morgan Stanley, in performing its functions under this Agreement, is “dealing in securities” as defined in Part 2 of Schedule 5 of the SFO, it shall only do so through its agent Morgan Stanley Asia Limited, and only in circumstances such that none of the sub-provisos (I), (II), (III), (IV) and (V) in sub-paragraph (iv) to the definition of “dealing in securities” in Part 2 of Schedule 5 of the SFO is applicable.
- 2.10** Each of the Placing Agents represents, warrants and undertakes to the Vendor, the Guarantor and the Company that it has and shall place the Sale Shares with Placees outside of the United States in accordance with Regulation S or within the United States only to Placees which are “qualified institutional buyers” under and in accordance with Rule 144A.

3 ANNOUNCEMENT

- 3.1** The Company shall release or cause to be released for publication, as soon as possible upon the execution of this Agreement, the Announcement, provided that prior approval of the release of the Announcement has been obtained from the Placing Agents (which approval shall not be unreasonably withheld or delayed).

- 3.2** Save for the Announcement and save as required by law or by the Stock Exchange or the SFC, each of the Vendor, the Company and the Guarantor hereby undertakes to each other Party to procure that no public announcement or communication to the press or to the Stock Exchange concerning the Placing or the Company and/or any member of its Group which is material in relation to the Placing shall be made by or on behalf of the Vendor, the Company and/or the Guarantor between the date hereof and the Closing Date without prior written approval from the Placing Agents as to the content, timing and manner of making thereof.

4 COMPLETION OF THE PLACING

- 4.1** To the extent that the Sale Shares (if any) are not already deposited and held in CCASS, the Vendor shall, at its own cost, deliver share certificates in respect of the Sale Shares, together with an instrument of transfer in respect of the Sale Shares and such other necessary documentation to effect the deposit of the Sale Shares into the account of Morgan Stanley acting as the settlement agent ("**Settlement Agent**") held in CCASS, on or before 9.30 a.m. on the Business Day immediately following the date of this Agreement (or such other time and day as may be agreed between the Vendor and the Placing Agents). The Vendor shall complete and sign all necessary forms and documentation to effect the opening of a nominee account with the Settlement Agent. The Vendor shall authorise the Settlement Agent to deposit the Sale Shares into CCASS and shall appoint the Settlement Agent to act as the Vendor's nominee to hold the Sale Shares pending completion of the Placing.
- 4.2** Completion of the Placing will take place on the Closing Date. Completion of the transfer of the Sale Shares shall take place in CCASS on a free of payment basis. On or before 9:00 a.m. on the Closing Date:
- 4.2.1** each of the Company, the Vendor and the Guarantor shall furnish to the Placing Agents certificates of officers of each of them confirming the accuracy of the representations and warranties given by each of them in Clause 10 at and as of the Closing Date and confirming the performance by each of them of all its obligations hereunder to be performed at or prior to the Closing Date; and
- 4.2.2** the Placing Agents shall have received certified board resolutions from the Vendor and the Company approving the Placing and the entering into of the Agreement.
- 4.3** The Vendor shall procure that the Sale Shares delivered at completion of the Placing in accordance with the preceding provisions of this Clause 4 shall comply in all respects with Clause 2.6.
- 4.4** Against compliance by the Vendor with its obligations pursuant to Clauses 4.2 and 4.3 and subject to Clause 13:
- 4.4.1** the Placing Agents through the Settlement Agent shall on the Closing Date input irrevocable free of payment delivery instructions in CCASS to deliver the Sale Shares in accordance with this Agreement and the General Rules and the Operational Procedures to the CCASS stock accounts of the relevant Participant(s) of the Placing Agents;
- 4.4.2** each of China Merchant Securities and Union Gaming shall on the Closing Date procure payment to the Settlement Agent of the aggregate Placing Price in respect

of the portion of the Sale Shares settled by China Merchant Securities and Union Gaming, respectively, under the Placing, together with (i) the amount of brokerage that China Merchant Securities and Union Gaming may receive from the Placees settled through China Merchant Securities and Union Gaming, respectively and (ii) Hong Kong stamp duty, brokerage, SFC transaction levy and Stock Exchange trading fee payable by the purchasers, provided that the Settlement Agent will make or procure the making of the payment of the fees, commission, expenses and brokerage due to each of China Merchant Securities and Union Gaming under Clause 9.1 and Clause 9.3 to each of China Merchant Securities and Union Gaming within 60 days from the Closing Date; and

- 4.4.3** the Placing Agents through the Settlement Agent shall on the Closing Date make or procure the making of payment to the Vendor in Hong Kong dollars of the aggregate Placing Price of the Sale Shares (less the fees, commission, incentive fees, brokerage and expenses payable to the Placing Agents referred to in Clause 9.1), in respect of the number of Sale Shares which are sold pursuant to Clauses 2.1 and 2.4, the payment of which shall constitute a full and complete discharge of the obligations of the Placing Agents hereunder. Such payment shall be made for value on the Closing Date and to such bank account held with a leading bank in Hong Kong as may be notified by the Vendor to the Placing Agents at least one Business Day before the Closing Date. The Vendor acknowledges that the Placing Agents shall not be concerned with any allocation of the monies (the payment of which is referred to in this paragraph) by the Vendor following payment.
- 4.5** The Vendor hereby acknowledges that each of the Placing Agents, in performing its obligations and functions under Clauses 2 and 4, is authorised to appoint one or more sub-placing or sub-underwriting agents or selling agents in the United States and/or elsewhere and that such agents shall be agents of the Vendor in despatching documents relating to the Placing to Placees and the Vendor hereby authorises and confirms that it will, on the terms of and subject to the provisions of this Agreement, as soon as practicable upon a reasonable request by the Placing Agents ratify and approve all actions taken or to be taken by such agents and/or the Placing Agents in connection with the Placing in accordance with or in anticipation of the terms of this Agreement.
- 4.6** Any transaction carried out by the Placing Agents (and any agents referred to in Clause 4.5) under and in accordance with this Agreement on behalf of the Vendor shall constitute a transaction carried out at the request of the Vendor, as its agent, and not in respect of or for the benefit of the Placing Agents' own accounts. The Placing Agents shall not be responsible to the Vendor or third parties for any loss or damage to any such persons arising from any such transaction.
- 4.7** The Sale Shares shall be offered by each of the Placing Agents as agent for the Vendor at the Placing Price (together with such Hong Kong stamp duty, brokerage, SFC transaction levy and Stock Exchange trading fee payable by purchasers).

5 SUBSCRIPTION

- 5.1** The Vendor agrees to subscribe as principal for, and the Company agrees to issue, the Subscription Shares, free from all Encumbrances on the terms and subject to the Conditions set out in this Agreement to the Vendor, in consideration for the payment of the Subscription Monies by the Vendor to the Company.

- 5.2** The Company agrees that the Subscription Shares shall, when fully paid, rank *pari passu* in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of completion of the Subscription including the rights to all dividends and other distributions declared, made or paid at any time after the date of allotment.

6 CONDITIONS OF SUBSCRIPTION

- 6.1** Completion of the Subscription is conditional upon the fulfilment of the following Conditions:
- 6.1.1** the Listing Committee granting listing of and permission to deal in the Subscription Shares (and such listing and permission not subsequently being revoked prior to the delivery of definitive share certificate(s) representing the Subscription Shares under Clause 7.3 hereof);
 - 6.1.2** completion of the Placing having occurred pursuant to the terms of this Agreement; and
 - 6.1.3** the Executive Director of the Corporate Finance Division of the SFC granting the Vendor a waiver under Rule 26 of the Takeovers Code from the obligation to make a general offer under the Takeovers Code with respect to its acquisition of the Subscription Shares.
- 6.2** The Company shall, as soon as is reasonably practicable, apply to the Stock Exchange for the granting of listing of, and permission to deal in, the Subscription Shares after the signing of this Agreement and the Company shall obtain the granting of such listing and permission to deal by the Listing Committee as soon as is reasonably practicable and will inform the Vendor and the Placing Agents promptly following the granting of the same. The Company shall also, as soon as is reasonably practicable, apply to the SFC for granting of a waiver from the obligation of the Vendor to make a mandatory general offer for all Shares not held by the Vendor under Rule 26 of the Takeovers Code. The Company shall furnish such information, supply such documents, pay such fees and do all such acts and things as may be required by the Vendor, the Placing Agents, the SFC and/or the Stock Exchange in connection with the fulfilment of the Conditions, including without limitation, providing to the Placing Agents a copy of the listing approval granted by the Listing Committee. With the view to facilitating the Company's application to list the Subscription Shares, the Placing Agents shall promptly submit to the Stock Exchange and the SFC all confirmations and details of the Placees required by the Stock Exchange or the SFC (as the case may be), in any event within 2 Business Days of the Closing Date.
- 6.3** If completion of the Subscription does not occur within 14 days after the date of this Agreement, or such later date as may be agreed between the Company and the Vendor, the obligations and liabilities of the Vendor and the Company under the Subscription shall be null and void and neither the Company nor the Vendor shall have any claim against the others for costs, damages, compensation or otherwise.
- 6.4** Notwithstanding the foregoing, the Vendor may at its absolute discretion continue to take all necessary steps, subject to compliance with the Listing Rules and the Takeovers Code, to proceed to complete the Subscription as soon as practicable thereafter.

7 COMPLETION OF THE SUBSCRIPTION

- 7.1** Completion of the Subscription shall take place on the second Business Day after the date upon which the last of the Conditions shall have been satisfied, provided that it shall take place on a date no later than a date falling 14 days after the date of this Agreement (or such other time and/or date as the Vendor and the Company may agree in writing).
- 7.2** At completion of the Subscription, the Vendor shall pay or shall procure the payment of the Subscription Monies by electronic funds transfer in the amount thereof to the Company.
- 7.3** Against compliance with the provisions of Clause 7.2, the Company shall:
- 7.3.1** forthwith duly allot and issue to the Vendor (or as it may direct) the Subscription Shares and shall promptly register without registration fee the Vendor and/or its nominees as members in respect of the Subscription Shares; and
- 7.3.2** at the option of the Vendor, either: (i) deliver to the Vendor (or as it may direct) the definitive certificates in respect of the Subscription Shares in favour of the Vendor and/or its nominees; or (ii) deposit the same into the account of the relevant Participant with whom the Vendor has accounts in accordance with the Vendor's instructions.

8 UNDERTAKINGS OF THE VENDOR AND THE COMPANY AND THE GUARANTORS' GUARANTEE

- 8.1** Each of the Vendor, the Guarantor and the Company shall make all appropriate disclosures pursuant to, and shall comply in all respects with all applicable laws, regulations and directions (including without limitation the Listing Rules, the Takeovers Code and the SFO) and all requirements of the Stock Exchange, the SFC or any other applicable regulatory body in connection with the Placing and the Subscription.
- 8.2** Each of the Vendor, the Guarantor and the Company shall promptly provide the Placing Agents, upon request, with all such information known to it or which on reasonable enquiry ought to be known to it relating to the Company and/or any other member of the Group or otherwise as may be required by the Placing Agents in connection with the Placing for the purpose of complying with any applicable law, regulation or direction (including the establishment of any defence to any action under any of the same, whether relating to due diligence or otherwise) or any requirement of the Stock Exchange, the SFC or any other applicable regulatory body.
- 8.3** Each of the Vendor, the Guarantor and the Company shall procure that particulars of every significant new factor known to it which is capable of materially and adversely affecting the Placing and which arises between the date hereof and the Closing Date shall be promptly provided to the Placing Agents.
- 8.4** Without prejudice to the foregoing obligations, the Vendor, the Guarantor and the Company each undertakes with the Placing Agents that it shall do all such other acts and things as may be required to be done by it to carry into effect the Placing in accordance with the terms of this Agreement.
- 8.5** Each of the Vendor and the Guarantor jointly and severally undertakes to the Placing Agents that (except for the sale of the Sale Shares pursuant to this Agreement) for a period of 90 days from the date of this Agreement ("**Vendor Lock-up Period**"), it/he will not and will procure that none of its/his nominees and companies controlled by it/him and trusts

associated with it/him (whether individually or together and whether directly or indirectly) will:

- 8.5.1** offer, lend, pledge, issue, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Shares (including the Subscription Shares) or any interests therein beneficially owned or held by the Vendor or any of its affiliates or any securities convertible into or exercisable or exchangeable for or substantially similar to any such Shares or interests; or
- 8.5.2** enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of Shares,

whether any such transaction described in Clauses 8.5.1 or 8.5.2 above is to be settled by delivery of Shares (or shares of the Vendor aforementioned) or such other securities, in cash or otherwise; or

- 8.5.3** announce any intention to enter into or effect any such transaction described in Clauses 8.5.1 or 8.5.2 above,

unless with the prior written consent of each of the Placing Agents.

This Clause 8.5 does not apply where the Vendor uses the Shares as security (including a charge or a pledge) in favour of a financial institution for a *bona fide* commercial loan, provided that the Placing Agents shall review and be given sufficient time in advance to comment on any securities agreement(s) to be entered into in connection with such commercial loan.

For the avoidance of doubt, the Vendor Lock-up Period only refers to a period of 90 days after the date of this Agreement (i.e. this Placing and Subscription Agreement), and each of the Vendor and the Guarantor shall be free to take any of the actions set out in Clauses 8.5.1, 8.5.2 or 8.5.3 above with respect to the Shares upon the expiration of the Vendor Lock-up Period.

- 8.6** The Company undertakes to the Placing Agents, and each of the Guarantor and the Vendor undertakes to the Placing Agents to procure, that for a period of 90 days from the date of this Agreement, the Company will not, except for the Subscription Shares and save pursuant to (1) the terms of any employee share option scheme of the Company or (2) bonus or scrip dividend or similar arrangements which provide for the allotment of Shares in lieu of the whole or part of a dividend on Shares of the Company in accordance with its articles of association:

- 8.6.1** allot or issue or offer to allot or issue or grant any option, right or warrant to subscribe for (either conditionally or unconditionally, or directly or indirectly, or otherwise) any Share(s) or any interests in Shares or any securities convertible into or exercisable or exchangeable for or substantially similar to Shares or interest in Shares; or
- 8.6.2** agree (conditionally or unconditionally) to enter into or effect any such transaction with the same economic effect as any of the transactions described in Clause 8.6.1 above; or

8.6.3 announce any intention to enter into or effect any such transaction described in Clauses 8.6.1 or 8.6.2 above,

unless with the prior written consent of each of the Placing Agents.

8.7 Each of the Vendor, the Company and the Guarantor shall: (i) use its/his best endeavours to promptly respond to due diligence enquiries by the Placing Agents as to whether the Placees and their ultimate beneficial owners are Independent Persons and (ii) promptly notify the Placing Agents before the Closing Date if it/he becomes aware that any person which is, or whose ultimate beneficial owner is, not an Independent Person or is connected with the Company, the Vendor or the Guarantor or any of its/his respective Associates intends or is invited by any of the Placing Agents to acquire any Sale Shares in the Placing. The Placing Agents shall co-operate with the Stock Exchange and the SFC concerning any enquiries in respect of any of the Placees and with the Vendor concerning any reasonable enquiries in respect of any of the Placees.

8.8 In consideration of the Placing Agents entering into this Agreement and agreeing to perform their respective obligations hereunder, the Guarantor hereby:

8.8.1 undertakes to the Placing Agents that it will procure the due and punctual performance by the Vendor of all of its obligations, commitments and undertakings under or pursuant to this Agreement (the “**Vendor’s Obligations**”) and

8.8.2 guarantees to the Placing Agents the due and punctual performance by the Vendor of the Vendor’s Obligations and the due and punctual payment by the Vendor of any moneys payable by the Vendor pursuant to this Agreement or for any breach of this Agreement (the “**Vendor’s Payments**”).

8.9 If and whenever the Vendor defaults for any reason whatsoever in the performance or satisfaction of any Vendor’s Obligation or any Vendor’s Payment, the Guarantor shall forthwith upon demand unconditionally perform (or procure performance of) and satisfy (or procure the satisfaction of) the Vendor’s Obligation or the Vendor’s Payment (as the case may be) in regard to which such default has been made in the manner prescribed by this Agreement and so that the same benefits shall be conferred on the Placing Agents as they would have received if the Vendor’s Obligations or the Vendor’s Payment (as the case may be) had been duly performed and satisfied by the Vendor.

8.10 The guarantee provided by the Guarantor herein is to be a continuing guarantee and accordingly is to remain in force until all the Vendor’s Obligations and Vendor’s Payments shall have been performed or satisfied.

8.11 The undertakings contained in Clause 8 shall remain in full force and effect notwithstanding completion of each of the Placing and the Subscription in accordance with the terms and conditions herein contained.

9 PAYMENT OF FEES, COMMISSIONS AND EXPENSES

9.1 In consideration of the services of the Placing Agents in relation to the Placing, the Vendor shall pay to each of the Placing Agents:

9.1.1 (i) a commission, in Hong Kong dollars, of 1.50% of the amount equal to the Placing Price multiplied by the number of Sale Shares of which Morgan Stanley shall be entitled to 75% (seventy five per cent.), China Merchant Securities shall be entitled to 12.5% (twelve point five per cent.) and Union Gaming shall be entitled to

12.5% (twelve point five per cent.). Each of the Placing Agents is hereby authorised to deduct the commission set forth in this Clause from the payment to be made by it to the Vendor pursuant to Clause 4.4;

(ii) an incentive fee, in Hong Kong dollars, of 0.5% of the amount equal to the Placing Price multiplied by the number of Sale Shares payable to Morgan Stanley only. Morgan Stanley is hereby authorised to deduct the incentive fee set forth in this Clause from the payment to be made by it to the Vendor pursuant to Clause 4.4;

(iii) in addition, the Placing Agents shall be entitled to charge and receive from the Placees brokerage fees or commission in excess of the Placing Price at such rate as they may determine;

9.1.2 stamp duty at the rate of HK\$1.00 per HK\$1,000 or any part thereof on the amount equal to the Placing Price per Sale Share multiplied by the number of Sale Shares which amounts each of the Placing Agents is hereby authorised to deduct from the payments to be made by it to the Vendor pursuant to Clause 4.4;

9.1.3 all costs and charges (if any) in relation to depositing the Sale Shares into CCASS in accordance with Clause 4.1, which amounts each of the Placing Agents is hereby authorised to deduct from the payments to be made by it to the Vendor pursuant to Clause 4.4;

9.1.4 unless the Sale Shares are to be delivered in board lots or through CCASS, all charges, fees and expenses of the Company's share registrars in Hong Kong including (without limitation) their fees and expenses in effecting the transfer of the Sale Shares, and the issue of certificates therefor in board lots, to the Placees or, where applicable, the Placing Agents or their nominees, which amounts each of the Placing Agents is hereby authorised to deduct from the payments to be made by it to the Vendor pursuant to Clause 4.4 for the purposes of paying on the Vendor's behalf such costs, charges, fees and expenses;

9.1.5 seller's SFC transaction levy at the prevailing applicable rate and seller's Stock Exchange trading fee at the prevailing applicable rate on the amount equal to the Placing Price multiplied by the number of Sale Shares which amounts each of the Placing Agents is hereby authorised to deduct from the payments to be made by it to the Vendor pursuant to Clause 4.4; and

9.1.6 the costs and expenses incurred by the Placing Agents (including but not limited to the reasonable legal costs) in connection with the Placing provided that such costs and expenses incurred by the Placing Agents shall be subject to a maximum of US\$80,000 and each of the Placing Agents is hereby authorised to deduct such sums from the payments to be made by it to the Vendor pursuant to Clause 4.4.

9.2 If this Agreement is terminated pursuant to Clause 13 or if for any reason the Placing is not completed, the Vendor shall remain liable to the Placing Agents for the payment of all costs, charges and expenses referred to in Clauses 9.1.3, 9.1.4 and 9.1.6 and for the stamp duty, the SFC transaction levy and Stock Exchange trading fee referred to in Clauses 9.1.2 and 9.1.5 to the extent already incurred.

- 9.3** The Vendor hereby acknowledges that, in addition to the commissions, incentive fees, costs, charges and expenses referred to in Clause 9.1, each of the Placing Agents shall be entitled to keep for its own account its respective proportion, as set out in Clause 2.2, of the aggregate brokerage fees and/or commission in excess of the Placing Price that may be received from the Placées.
- 9.4** The Company shall be liable for the costs and expenses of its own and the Vendor's legal and other professional advisers and out-of-pocket expenses incurred in connection with the Placing and any other transactions in relation to the Placing.
- 9.5** All payments to be made by the Vendor or the Company to the Placing Agents pursuant to this Agreement shall be denominated in Hong Kong dollars free and clear of, and without deduction or withholding for or on account of tax, unless the Vendor or the Company is required by applicable law to make payment subject to the deduction or withholding of tax, in which case:
- 9.5.1** the amount payable to the relevant Placing Agent shall be increased to the extent necessary to ensure that, after making such deduction or withholding, such Placing Agent receives and retains a net sum equal to the sum which it would have received and retained had no such deduction or withholding been made or required to be made; and
 - 9.5.2** the Vendor and/or the Company (as the case may be) must promptly provide the relevant Placing Agent for its records an official receipt issued by the relevant taxing authority or other document evidencing such payment.

10 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 10.1** In consideration of the Placing Agents entering into this Agreement and agreeing to perform their respective obligations hereunder, each of the Vendor and the Guarantor hereby jointly and severally represents, warrants and undertakes to the Placing Agents as follows:
- 10.1.1** the Vendor is the beneficial owner of the Sale Shares and the Sale Shares are held in CCASS as at the date of this Agreement;
 - 10.1.2** the Sale Shares are duly and validly authorised and issued and fully paid up and were allotted and issued by the Company more than six months prior to the date hereof, The Vendor has the necessary power and authority to enable it to sell such Sale Shares hereunder free from any Encumbrance or any "lock-up" arrangements or other restrictions under the Listing Rules or any contractual arrangements made pursuant thereto and ranking *pari passu* in all respects with all existing Shares and together with all rights attaching thereto as at the Transaction Date and the Company has not exercised any lien over any of the Sale Shares;
 - 10.1.3** all regulatory and judicial consents, approvals, orders or qualifications required to be obtained or made under all relevant jurisdictions for the sale of the Sale Shares or the consummation of the transactions contemplated by this Agreement have been duly obtained and are in full force and effect;
 - 10.1.4** all necessary consents, approvals or notifications and authorisations (including all necessary consents and directions from the Guarantor as the founder of ChenLa Foundation) have been obtained for the Placing and the Subscription or the

consummation of the transactions contemplated by this Agreement and the entering into of the transactions contemplated in this Agreement does not conflict with the duty owed by the Vendor to any beneficiary of ChenLa Foundation and the Vendor is not aware of any reason that such transactions would be objected to by any beneficiary of ChenLa Foundation;

- 10.1.5** the Vendor is duly incorporated and validly existing under the laws of the place of its incorporation and it has the power under its constitutional documents to enter into this Agreement and that this Agreement (and its performance) has been duly authorised (such authorisation remaining in full force and effect) and executed by, and constitutes valid and legally binding and enforceable obligations of it, and it has power to own its assets and to conduct its business in the manner presently conducted and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of the Vendor;
- 10.1.6** neither the Vendor nor the Guarantor has been, is or will be at any time engaged in insider dealing (or any enquiry or investigation in connection therewith) for the purposes of the SFO in connection with the Placing and the related transactions entered into or to be entered into pursuant to this Agreement or otherwise; and
- 10.1.7** save as those disclosed pursuant to the requirements under the SFO (if any), the Vendor and the Guarantor have not engaged in any dealings (whether buying or selling) in the Shares or any interest in the Shares during the period from 1 January 2013 to the date of this Agreement (both dates inclusive).

10.2 In consideration of the Placing Agents entering into this Agreement and agreeing to perform their respective obligations hereunder, each of the Vendor, the Company and the Guarantor hereby jointly and severally represents, warrants and undertakes to the Placing Agents as follows:

- 10.2.1** all facts stated in recitals (A), (B), (C) and (D) are true and accurate;
- 10.2.2** all (i) written information (whether in electronic or any other form) supplied by or on behalf of the Vendor, the Guarantor, the Company, any other member of the Group or any of their respective officers, directors, employees or advisers, for the purpose of or in connection with the Placing and the Subscription, the Company or the Vendor; (ii) all verbal responses given by or on behalf of the Company, the Vendor and/or the Guarantor in the “bring down” due diligence sessions conducted with the Placing Agents prior to the signing of this Agreement and prior to the completion of the Placing; and (iii) all publicly available information and records of the Vendor and the Company (including information contained in annual reports, statutory filings and registrations) is and was, when supplied or published, true and accurate and not misleading, in each case in all material respects;
- 10.2.3** the Company has power under its constitutional documents to permit its entry into and performance of this Agreement in the manner set out herein and this Agreement (and its performance) has been duly authorised (such authorisation remaining in full force and effect) and executed by, and constitutes legally binding and enforceable obligations of the Company in accordance with its terms, except for the permission referred to in Clause 6.1;
- 10.2.4** except for the permission referred to in Clause 6.1.1 and Clause 6.1.3, there is no authorisation, consent, approval or notification required for the purposes of or as a

consequence of the Placing or the Subscription either from governmental, regulatory or other public bodies (including, without limitation, the Stock Exchange) or authorities or courts or from any third party pursuant to any contractual or other arrangement to which the Company or any other member of the Group or the Vendor is a party;

- 10.2.5** the compliance by the Company, the Vendor and the Guarantor respectively with all of the provisions of this Agreement, as well as the consummation of the transactions herein contemplated, will not conflict with or result in a breach or violation of, or give rise to any third party rights or result in any third party consent being required under, any of the terms or provisions of their constitutional documents (where applicable) or any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument or arrangement, decree, regulation or law to or by which any member of the Group, the Vendor or the Guarantor is a party or to which any of the property or assets of any member of the Group, the Vendor or the Guarantor is subject, or any statute or any order, rule or regulation, including, without limitation, to the extent applicable the Listing Rules or any judgment, decree or order of any court or governmental agency or body having jurisdiction over any member of the Group, the Vendor or the Guarantor or the property or assets of any member of the Group, the Vendor or the Guarantor;
- 10.2.6** none of the Company, the Vendor, the Guarantor and persons acting on their respective behalf or under their respective control has taken or will take, directly or indirectly, any action designed or which was designed, or which constitutes or has constituted or might reasonably be or have been expected to cause or result in, insider dealing, stabilisation or manipulation of the price of any Shares or other securities of the Company;
- 10.2.7** all statements of fact contained in the Announcement are true and accurate and not misleading in the context of the Placing and the Subscription, and all statements of opinion, intention, expectation or estimates of the directors of the Company in relation to the Company and/or any other member(s) of the Group contained therein (if any) are truly and honestly held and have been made on reasonable grounds after due and careful consideration, and there is no other fact or matter omitted therefrom the omission of which would make any statement therein untrue, inaccurate or misleading, or which is otherwise material in the context of the Placing and the Subscription;
- 10.2.8** each of the Vendor and the Guarantor is not in possession of any non-public information relating to the Company, any other member of the Group or their respective businesses the release of which could materially affect the trading price of the Shares and there is not in existence any material or information relating to the Company which will be required to be disclosed by the Company under the Listing Rules and the SFO as at the date of this Agreement and the Company will not carry out any corporate action that will directly result in an announcement being required to be made by the Company under the Listing Rules and the SFO for a period of 14 days after the date of this Agreement;
- 10.2.9** there is no claim, litigation, arbitration, prosecution or other legal proceedings or investigation or enquiry in progress or pending or threatened, or order, decree or judgment of any court or governmental agency or legal or regulatory body or police outstanding or anticipated against or affecting the Vendor, the Guarantor, any

member of the Group or any of their respective directors or employees, nor, to the knowledge of the directors of the Company, any strike, labour dispute or other conflict with the employees of any member of the Group pending or threatened, which, in any such case, is of a material nature nor is there any claim or any facts or circumstances of a material nature which would give rise to a claim against the Vendor, the Guarantor, any member of the Group or any of their respective directors, which in any such case has had or may have individually or in aggregate with others a material adverse effect on the condition, financial, trading or otherwise, or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) or reputation of the Vendor, the Guarantor, the Company or the Group as a whole or which is material for disclosure in the context of the Placing and the Subscription;

10.2.10 there has been no material adverse change in the condition, financial or otherwise, or the earnings, net assets, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Company or the Group as a whole since 30 June 2016;

10.2.11 the annual results and the audited consolidated accounts for the Group for the financial year ended on 31 December 2015 published on the website of the Stock Exchange on 1 February 2016:

- (i) have been prepared on a recognised and consistent basis and in accordance with International Financial Reporting Standards;
- (ii) comply with the Companies Ordinance and all other applicable ordinances, statutes and regulations and show a true and fair view of the state of affairs of the Group and of its results for the period in question;
- (iii) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by any member of the Group (save as disclosed in the said relevant accounts); and
- (iv) make adequate provision for all Taxation whether in Hong Kong, the Kingdom of Cambodia or any other part of the world in respect of all accounting periods ended on or before the respective date for which any member of the Group was then or might at any time thereafter become or have been liable;

10.2.12 the interim results and the unaudited consolidated accounts for the Group for the six months ended on 30 June 2016 published on the website of the Stock Exchange on 8 August 2016:

- (i) have been prepared on a recognised and consistent basis and in accordance with International Financial Reporting Standards;
- (ii) do not materially misstate the state of affairs of the Group or its results for the period in question;
- (iii) are not affected by any unusual or non-recurring items and do not include transactions not normally undertaken by any member of the Group (save as disclosed in the said relevant accounts); and
- (iv) make adequate provision for all Taxation whether in Hong Kong, the Kingdom of Cambodia or any other part of the world in respect of all

accounting periods ended on or before the respective date for which any member of the Group was then or might at any time thereafter become or have been liable;

- 10.2.13** each member of the Group is duly incorporated and validly existing under the laws of the place of its incorporation and each member of the Group has power to own its assets and to conduct its business in the manner presently conducted and there has been no petition filed, order made or effective resolution passed for the liquidation or winding up of any member of the Group;
- 10.2.14** each member of the Group has obtained or made such authorisations, consents, permits, confirmations, certificates, approvals, registrations, filings and licences (if any), including Gaming Authorisations, as are required under the provisions of any applicable law, including but not limited to Gaming Laws, in connection with the operation of its business or activities and there is no material breach by any member of the Group of the provisions of any ordinance, statute or regulation governing such authorisations, consents, permits, confirmations, certificates, approvals, registrations, filings and/or licences, nor is there any reason why any such authorisation, consents, permits, confirmations, certificates, approvals, registrations, filings and/or licence should be withdrawn or cancelled or why any of them cannot be maintained as necessary for the conduct of their respective businesses or activities wherever now conducted or planned to be conducted in compliance with all applicable legal requirements;
- 10.2.15** each member of the Group has complied in all material respects with all Gaming Laws and no event (including, without limitation, any violation of any Gaming Laws) has occurred or is expected to occur which would be reasonably likely to lead to the modification, suspension, revocation or termination of any Gaming Authorisation or the imposition of any other material restriction thereon;
- 10.2.16** the Company is not and has not been in breach of any provision of the Listing Rules or any rule, regulation or requirement of the Stock Exchange or any provision of the SFO or any rule of requirement of the SFC and in particular, it has complied at all times with the disclosure and other requirements under the Listing Rules and SFO and, save for the Conditions, all necessary consents (if any) have been obtained from the Stock Exchange and other authority to complete the Placing and the Subscription in the manner contemplated herein;
- 10.2.17** the Placing and, assuming grant of the waiver referred to in Clause 6.1.3, the Subscription will not have any implications under the Takeovers Code and the Vendor will not, assuming as aforementioned, be under any obligation to make a general offer under the Takeovers Code as a result of the Placing and the Subscription;
- 10.2.18** no material outstanding indebtedness of any member of the Group has become payable or repayable by reason of any default of any member of the Group and no event has occurred or is impending which may result in such indebtedness becoming payable or repayable prior to its maturity date, in a demand being made for such indebtedness to be paid or repaid or in any step being taken to enforce any security for any such indebtedness of any member of the Group;
- 10.2.19** no member of the Group is a party to or under any obligation which is material and which is of an unusual or unduly onerous nature; no member of the Group is in

breach of or in default of its constitutional documents, any contract or agreement, which may have or has had, individually or in aggregate, a material adverse effect upon the condition, financial or otherwise or the earnings, business affairs or business prospects (whether or not arising in the ordinary course of business) of the Company or of the Group (taken as a whole) or which is material in the context of the Placing; neither this Agreement nor the Placing nor the Subscription will constitute or give rise to a breach of or default under the constitutional documents of or any agreement or other arrangement to which any member of the Group is party or give rise to any rights of any third party in respect of any assets of the Company or of the Group;

- 10.2.20** except for the employee share options of the Company in issue as at the date of this Agreement, no unissued share capital of any member of the Group is under any option or agreed conditionally or unconditionally to be put under any option and no person has an outstanding warrant, pre-emptive right or any other right of any description to require shares to be allotted or issued by any member of the Group;
- 10.2.21** each of the Company and the Vendor has read and understood the Professional Investor Treatment Notice – Part 1 and acknowledges and agrees to the representations, waivers and consents contained in the Professional Investor Treatment Notice, in which the expressions “you” or “your” shall mean “the Company” and “the Vendor” (as the case may be) and “us” or “our” shall mean the Placing Agents;
- 10.2.22** the Guarantor has read and understood the Professional Investor Treatment Notice – Part 2 and acknowledges and agrees to the representations, waivers and consents contained in the Professional Investor Treatment Notice, in which the expressions “you” or “your” shall mean “the Guarantor” and “us” or “our” shall mean the Placing Agents;
- 10.2.23** the Company is not, and as a result of the Placing and the Subscription contemplated herein will not be, an “investment company” under, and as such term is defined in, the Investment Company Act;
- 10.2.24** the Company is not, and does not intend to become, and will not as a result of the Placing and the Subscription become, a “passive foreign investment company” within the meaning of Section 1297 of the Internal Revenue Code;
- 10.2.25** the Company is a “foreign issuer” (as such term is defined in Regulation S) which reasonably believes that there is no “substantial U.S. market interest” (as such term is defined in Regulation S) in the Sale Shares or other securities of the Company of the same class as the Sale Shares;
- 10.2.26** the Sale Shares are not of the same class (within the meaning of Rule 144A) as securities listed on a national securities exchange registered under Section 6 of the U.S. Securities Exchange Act of 1934;
- 10.2.27** for so long as any Sale Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, and the Vendor and the Guarantor will cause the Company to, during any period in which it is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any

holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act;

- 10.2.28** for so long as the Sale Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Company will not, and the Vendor and the Guarantor will cause the Company not to, become an “open-end company”, “unit investment trust” or “face-amount certificate company”, as such terms are defined in, and that is or is required to be registered under Section 8 of, the Investment Company Act;
- 10.2.29** the Company’s announcements published since 31 December 2015 do not omit any non-public information relating to the Company or its business the release of which could materially affect the trading price of the Shares or any material information relating to the Company required to be disclosed in those documents by the Company under the Listing Rules;
- 10.2.30** it/he shall not, and shall procure that no member of the Group shall prior to or on the Closing Date do or omit to do anything which may cause any of the representations, warranties and undertakings set out in Clause 10.1 or Clause 10.2 to be untrue;
- 10.2.31** it/he shall, and shall procure the Company to, ensure (to the extent it/he is able) that none of its Associates (or, in the case of the Company, its connected persons), nor any person who is not and whose ultimate beneficial owners are not Independent Persons, shall purchase the Sale Shares;
- 10.2.32** for so long as the Sale Shares are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Company will not, and the Vendor and the Guarantor will cause the Company not to, and the Company, the Vendor and the Guarantor will cause the Company’s affiliates (as defined in Rule 144 under the Securities Act) not to, resell any Sale Shares acquired by it or them in the United States;
- 10.2.33** none of the Vendor, the Guarantor, the Company, their respective Affiliates and persons acting on its or their behalf (provided that no representation is made or undertaking given with respect to the Placing Agents and their affiliates):
- (i) directly or indirectly has made or will make offers or sales of any security, or directly or indirectly has solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require the registration of the Sale Shares under the Securities Act; or
 - (ii) has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Sale Shares in the United States;
- 10.2.34** none of the Vendor, the Guarantor the Company, their respective Affiliates and persons acting on its or their behalf (provided that no representation is made or undertaking given with respect to the Placing Agents and their affiliates) has

engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Sale Shares;

- 10.2.35** the Vendor and the Company will arrange for the qualification of the Sale Shares for offer and sale by the Placing Agents through their affiliates or agents under the laws of such States of the United States or other jurisdictions as the Placing Agents may designate and shall maintain such qualifications in effect so long as required for the sale of the Sale Shares. The Vendor and the Company will immediately advise the Placing Agents of the receipt by the Vendor or Company of any notification with respect to the suspension of the qualification of the Sale Shares, for sale in any jurisdiction or the initiation or threatening of any proceeding for such purposes;
- 10.2.36** (i) none of the Company, the Guarantor, the Vendor, any member of the Group or, any of their respective directors or officers, or, to the knowledge of the Company, the Guarantor and/or the Vendor or any member of the Group, their respective employees, agents, affiliates or representatives (provided that no representation is made with respect to the Placing Agents and their affiliates) is an individual or entity (“**Person**”) that is, or is owned or controlled by, one or more Persons that are (A) the subject of any sanctions administered or enforced by the United States Government (including, without limitation, the U.S. Department of Treasury’s Office of Foreign Assets Control or pursuant to the Iran Sanctions Act, as amended), the United Nations Security Council, the European Union, Her Majesty’s Treasury or other relevant sanctions authority (collectively, “**Sanctions**”), or (B) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea, Sudan and Syria), and (ii) the Company, the Guarantor, the Vendor and each member of the Group represents and undertakes that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is, or whose government is, the subject of Sanctions, or (B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, placing agent, advisor, investor or otherwise);
- 10.2.37** each of the Company, the Vendor, the Guarantor and the Group, for the past 5 years, has not knowingly engaged in, is not knowing engaged in and will not engage in any dealings or transactions with any Person, or in any territory or country, that at the time of the dealing or transaction is or was, or whose government is or was, the subject of Sanctions;
- 10.2.38** the operations of the Company, the members of the Group, the Guarantor and the Vendor are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company, the Vendor, the Guarantor and/or any member of the Group conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any

governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Vendor, the Guarantor or any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, the Guarantor and/or the Vendor, threatened;

- 10.2.39** none of the Company, the Guarantor, the Vendor, any member of the Group or any of their respective directors or officers, or, to the knowledge of the Company, the Guarantor and/or the Vendor, their respective employees, agents, affiliates or representatives (provided that no representation is made with respect to the Placing Agents and their affiliates), has (i) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment, giving or receipt of money, property, gifts or anything else of value, directly or indirectly, to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, PRC, the United States, the Kingdom of Cambodia or any other jurisdiction; (ii) made any contribution to any candidate for public office; or (iii) made any bribe, rebate payoff, influence payment, or other unlawful payment to influence official action or in violation of any applicable anti-currption laws; and the Company, members of the Group, the Guarantor, the Vendor and their respective Affiliates have conducted their businesses in compliance with applicable anti-corruption laws (including, but not limited to, the OECD Convention of Combating Bribery of Foreign Public Officials in International Business Transactions, 1997, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010 and the rules and regulations thereunder and any similar applicable laws, rules and regulations in any applicable jurisdiction, including the Kingdom of Cambodia) and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws; and none of the Company, the Guarantor, the Vendor or any member of the Group will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any person in violation of any applicable anti-corruption laws;
- 10.2.40** other than Hong Kong stamp duty as set forth in Clause 9.1.2, no stamp or other issuance or transfer taxes or duties, and no indirect taxes or duties are payable by the purchasers procured by the Placing Agents to Hong Kong or any political subdivision or taxing authority thereof or therein in connection with the sale and delivery of the Sale Shares; and
- 10.2.41** none of the Vendor, the Company, the Guarantor or any of their respective properties, assets or revenues are entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from services of process, from attachment prior to or in aid of execution of judgment, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgment.

- 10.3** The Company hereby represents, warrants and undertakes to the Vendor on the following terms:
- 10.3.1** the Company has the full right, power and authority to enter into and perform its obligations under this Agreement and, subject to satisfaction of the Conditions, to allot and issue the Subscription Shares without any sanction or consent of its members and, subject to satisfaction of the Conditions, all necessary authorisations, approvals, consents and licences relating to the same have been unconditionally obtained and are in full force and effect, and this Agreement is a legal, valid and binding agreement of the Company, enforceable in accordance with its terms; and
 - 10.3.2** except for the permission referred to in Clause 6.1, the allotment and issue of the Subscription Shares pursuant to this Agreement will not result in any breach of and will comply with all the relevant laws and regulations which include, but without limitation to, the Companies Ordinance and the Listing Rules.
- 10.4** In consideration of the Placing Agents entering into this Agreement and agreeing to perform their respective obligations hereunder, the Guarantor hereby represents, warrants and undertakes to the Placing Agents as follows:
- 10.4.1** he has full capacity to enter into, deliver and perform his obligations under this Agreement and has given all necessary directions and consents to the Vendor to enter into this Agreement and to transfer the Sale Shares on the terms and subject to the conditions set out in this Agreement;
 - 10.4.2** this Agreement constitutes his legal, valid and binding obligations enforceable in accordance with its terms; and
 - 10.4.3** the entry into and performance by him of, and the transactions contemplated by, this Agreement do not and will not conflict with any law or regulation or judicial or official order.
- 10.5** The Vendor hereby undertakes to the Company to subscribe for the Subscription Shares subject to the Memorandum and Articles of Association of the Company and the terms of this Agreement.
- 10.6** Each of the Placing Agents hereby represents, warrants and undertakes to the Company, the Vendor and the Guarantor as follows:
- 10.6.1** it has the full right, power and authority to enter into and perform its obligations under this Agreement;
 - 10.6.2** this Agreement constitutes its valid and binding obligations enforceable in accordance with its terms;
 - 10.6.3** to each of the Placing Agent's knowledge, the execution and delivery of, and the performance by it of its respective obligations under, this Agreement shall not, do not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, its constitutive documents or any existing law, regulation, rule, judgement, order, decree, decision or circular of any court or governmental, administrative, regulatory or supervisory body (whether or not in Hong Kong), applying to or affecting each of the Placing Agent or any of its properties and assets;

- 10.6.4** neither it nor its Affiliates nor any person acting on its or their behalf:
- (i) directly or indirectly has made or will make offers or sales of any security, or directly or indirectly has solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require the registration of the Sale Shares under the Securities Act; or
 - (ii) has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Sale Shares in the United States; and

10.6.5 neither it nor its Affiliates nor any person acting on its or their behalf has engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Sale Shares.

10.7 The representations, warranties and undertakings set out in Clause 2.10 and Clause 10 are given as at the date hereof and shall remain true and accurate and in force up to and including the date of completion of the Placing as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. The Vendor, the Guarantor and the Company each undertakes to notify the Placing Agents of any matter or event coming to its attention prior to the completion of the Placing (in the case of those given to the Placing Agents) and of the Subscription (in the case of those given to the Vendor) which shows or may show any of the representations, warranties and undertakings set out in Clause 10.1 or Clause 10.2 to be or to have been untrue, inaccurate or misleading.

10.8 The Placing Agents shall not be responsible for and no claim shall be made against the Placing Agents by the Company and/or the Vendor to recover any damage, cost, charge or expense which the Vendor and/or the Company may suffer or incur by reason of or arising out of the carrying out by the Placing Agents of any work pursuant to their respective obligations hereunder, or for any alleged insufficiency of the Placing Price or otherwise in connection with the Placing.

10.9 The rights and remedies of each Party in respect of the representations, warranties and undertakings referred to in Clause 10 shall not be affected by:

- 10.9.1** completion of the Placing or the Subscription;
- 10.9.2** any investigation made into the affairs of any Party or any knowledge held or gained of any such affairs by or on behalf of the other Parties; or
- 10.9.3** termination of this Agreement or any event or matter whatsoever, other than a specific and duly authorised written waiver or release by the other Parties.

11 NO FIDUCIARY RELATIONSHIP

Each of the Company, the Vendor and the Guarantor acknowledges and agrees that in connection with the Placing: (i) the Placing Agents have been retained solely to act as placing agents (and, in the case of Morgan Stanley, as sole global coordinator) and have acted at arms’ length and owe no fiduciary duties to the Company, the Vendor, the Guarantor or any other person, (ii) the Placing Agents owe the Company and the Vendor only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement) if any, and (iii) the Placing Agents may

have interests that differ from those of the Company, the Vendor and the Guarantor. Each of the Company and the Vendor waives to the full extent permitted by applicable law any claims it may have against the Placing Agents arising from an alleged breach of fiduciary duty in connection with the Placing.

12 INDEMNITY

12.1 Each of the Vendor, the Company and the Guarantor undertakes, jointly and severally, to indemnify and keep indemnified, pay upon demand and hold harmless (to the fullest extent permitted by applicable law) each of the Placing Agents and their respective agents, subsidiaries, affiliated or associated companies, their respective directors, officers, employees and agents including, but not limited to, the directors, officers, employees and controlling persons within the meaning of the Securities Act, as the case may be, of each of the Placing Agents and its affiliates within the meaning of the Securities Act or the U.S. Securities Exchange Act of 1934 (and shall include the partners of any such affiliates) (the "**Indemnified Parties**") against all or any costs, expenses (including legal fees as they are incurred), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred in disputing or defending any costs, fees, claims, actions, liabilities, demands, proceedings or judgments (the "**Proceedings**") and/or in establishing its rights to be indemnified pursuant to this Clause 12 (whether or not such Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by or on behalf of the Vendor and/or Guarantor) and/or in seeking advice in relation to any Proceedings brought or established or threatened to be brought or established against any of the Indemnified Parties by any Placee or by any governmental agency, regulatory body or other person:

12.1.1 directly or indirectly arising out of or in connection with or based on any breach or alleged breach of any of the representations, warranties and undertakings by the Company, the Vendor or the Guarantor contained in this Agreement and any transactions contemplated by this Agreement;

12.1.2 which are, directly or indirectly, resulting from or are attributable to the performance by the Placing Agents of their obligations under this Agreement in relation to the Placing and which do not in any such case arise from their own gross negligence, fraud or wilful default as determined by final judgment of a court of competent jurisdiction; or

12.1.3 in respect of any breach or alleged breach of any applicable laws or regulations of any jurisdiction resulting from the Placing.

12.2 The indemnities contained in Clause 12.1 shall remain in full force and effect notwithstanding completion of each of the Placing and the Subscription in accordance with the terms and conditions herein contained, shall be in addition to any liability which the Vendor or the Company may have and shall extend to include all costs, charges and expenses which the Placing Agents and/or any of the Indemnified Parties may reasonably incur or pay in disputing, settling or compromising any matter to which the indemnity might relate and in establishing the right to indemnification pursuant to this clause in respect of any matter. None of the Vendor, the Company and the Guarantor shall, without the prior written consent of the Placing Agents (such consent shall not be unreasonably withheld) settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or

contribution may be sought hereunder (whether or not the Indemnified Parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, suit or proceeding.

- 12.3** If any of the Placing Agents becomes aware of any claim which is relevant for the purposes of Clause 12.1, it will as soon as reasonably practicable give notice in writing thereof to the Vendor, the Guarantor and the Company and, subject to being indemnified against any additional or increased expenses it may suffer or incur as a result of so doing, give full consideration to the views of the Vendor, the Guarantor and the Company in relation to the manner in which the Placing Agent(s) shall conduct such claim.

13 TERMINATION

- 13.1** Notwithstanding anything contained in this Agreement, if at any time prior to 9:00 a.m. (Hong Kong time) on the Closing Date:

13.1.1 there develops, occurs or comes into force:

- (i) any new law or regulation or any change or development involving a prospective change in existing laws or regulations in any relevant jurisdiction which in the sole judgment of the Placing Agents has or is likely to have a material adverse effect on the financial position, business, results of operation or prospects of the Company and/or of the Group as a whole; or
- (ii) any significant event, development or change or prospective change (whether or not permanent or forming part of a series of event, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international monetary, fiscal, industrial, economic, financial, regulatory, political or military conditions which in the sole judgment of the Placing Agents is or would be materially adverse to the success of the Placing or makes it impracticable or inadvisable or inexpedient to proceed therewith; or
- (iii) any significant event, development or change or prospective change (whether or not permanent or forming part of a series of event, developments or changes occurring or continuing before, on and/or after the date hereof) in local, national or international securities market conditions or currency exchange rates or foreign exchange rates or foreign exchange controls which in the sole judgement of the Placing Agents is or would be materially adverse to the success of the Placing or makes it impracticable or inadvisable or inexpedient to proceed therewith; or
- (iv) a general moratorium on commercial banking activities in Hong Kong, the PRC, London or New York declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong, the PRC, the United Kingdom, the United States or the Kingdom of Cambodia; or
- (v) a change or development involving a prospective change in Taxation which constitutes a material adverse effect on the Group as a whole or the Sale Shares or the transfer thereof; or

- (vi) any outbreak or escalation of hostilities or act of terrorism involving Hong Kong, the PRC, the United Kingdom, the United States or the Kingdom of Cambodia or the declaration by Hong Kong, the PRC, the United Kingdom, the United States or the Kingdom of Cambodia of a national emergency or war or other calamity or crisis; or
 - (vii) any suspension of dealings in the Shares for any period whatsoever (other than as a result of or in connection with the Placing); or
 - (viii) any moratorium, suspension or material restriction on trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the London Stock Exchange, the New York Stock Exchange or Nasdaq due to exceptional financial circumstances or otherwise at any time prior to the Closing Date; or
- 13.1.2** any breach of any of the representations, warranties and undertakings by the Company, the Vendor and/or the Guarantor set out in Clause 8 or Clause 10 comes to the knowledge of the Placing Agents or any event occurs or any matter arises on or after the date hereof and prior to the Closing Date which if it had occurred or arisen before the date hereof would have rendered any of such representations, warranties and undertakings untrue, misleading or incorrect in any respect or (in the sole judgment of the Placing Agents) is or would materially and adversely affect the financial position or business of the Company and/or of the Group as a whole or is or would be materially adverse to the success of the Placing, or there has been a material breach of, or material failure to perform, any other provision of this Agreement on the part of the Vendor, the Guarantor and/or the Company; or
- 13.1.3** there is any such adverse change, or development involving a prospective adverse change in the general affairs, condition, results of operations or prospects, management, business, stockholders' equity or in the financial or trading position of the Company and/or of the Group as a whole which in the sole judgment of the Placing Agents is materially adverse to the success of the Placing;

then and in any such case, the Placing Agents may terminate this Agreement without liability to the Vendor, the Company and/or the Guarantor by giving notice in writing to the Vendor, the Guarantor and the Company, which notice may be given at any time prior to 9:00 a.m. (Hong Kong time) on the Closing Date. Each of the Vendor and the Company undertakes to promptly inform the Placing Agents of any matter or circumstance which comes to the attention of either of them which may, if coming to the attention of the Placing Agents, fall within this Clause 13.1.

13.2 Without prejudice to any other provisions of this Agreement, the Placing Agents shall have the right exercisable at any time by notice in writing to the Vendor, the Guarantor and the Company to terminate this Agreement if any of the Sale Shares are not delivered by or on behalf of the Vendor in accordance with Clause 4.

13.3 In the event that the Placing Agents terminate this Agreement in accordance with Clauses 13.1 or 13.2, all obligations of each of the Parties under this Agreement shall cease and determine and no Party shall have any claim against any other Party in respect of any matter arising out of or in connection with this Agreement except for:

- 13.3.1** any antecedent breach of any obligation under this Agreement; and

13.3.2 liabilities under Clauses 9.2 and 12.

- 13.4 In the event that the Placing Agents terminate this Agreement pursuant to Clause 13.1, they shall as soon as practicable thereafter return to the Vendor all Sale Shares received by any of them (if any) pursuant to Clause 4 by crediting the CCASS account of the Vendor (as notified by the Vendor to the Placing Agents).

14 TIME OF THE ESSENCE

Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the Vendor, the Guarantor, the Company and the Placing Agents but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

15 NOTICES

- 15.1 All notices, documents or other communications to be given or exchanged or delivered hereunder shall be in writing in English and shall be communicated to the following addresses:

If to the Company, the Vendor or the Guarantor, to:

Suite 2806
Central Plaza
18 Harbour Road
Wanchai
Hong Kong

Facsimile: +852 2523 5475

Attention: Tan Sri Dr. Chen Lip Keong

With a copy to:

Linklaters
10th Floor, Alexandra House
18 Chater Road
Central
Hong Kong

Facsimile: +852 2810 8133

Attention: Alex Bidlake

If to Morgan Stanley, to:

Morgan Stanley & Co. International plc
c/o Morgan Stanley Asia Limited
46/F, International Commerce Centre
1 Austin Road West
Kowloon, Hong Kong

Facsimile: +852 2848 5653

Attention: Head of Global Capital Markets, Asia

If to China Merchant Securities, to:

China Merchants Securities (HK) Co., Limited
48/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong

Facsimile: +852 2530 3668

Attention: Edmund Sim, Managing Director, Head of Global Capital Markets

If to Union Gaming, to:

Union Securities Asia Limited
Unit 1005-1006, China Merchants Tower, Shun Tak Centre
168-200 Connaught Road Central
Sheung Wan, Hong Kong

Facsimile: +852 3564 8099

Attention: Richard Moriarty

- 15.2** Any such notice shall be served either by hand or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission. Any notice received on a Saturday, Sunday or public holiday shall be deemed to be received on the next Business Day.

16 MISCELLANEOUS

- 16.1** Each Party undertakes to the other Parties that it shall execute and perform and procure that there are executed and performed such further documents and acts as any other Party may reasonably require to give effect to the provisions of this Agreement.
- 16.2** This Agreement constitutes the entire agreement and understanding between the Parties in connection with the Placing and the Subscription. This Agreement supersedes all previous agreements or understandings which shall cease to have any further force or effect and no Party has entered into this Agreement in reliance upon any representation, warranty or undertaking which is not set out or referred to in this Agreement.
- 16.3** No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Placing Agents, the Vendor and the Company. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.
- 16.4** This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original but all of which together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.
- 16.5** No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 16.6** This Agreement shall be binding upon, and inure solely to the benefit of, each Party and, to the extent provided herein, any directors, officers, employees and controlling persons of

each Party, and their heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Sales Shares from the Placing Agents shall be deemed a successor or assign by reason merely of such purchase.

- 16.7** In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal or unenforceable under any such applicable law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal or unenforceable only to the extent of such invalidity, illegality or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality or enforceability of such provision in any other jurisdiction.
- 16.8** A person who is not a party to this agreement shall have no right to enforce any of its terms except and to the extent otherwise expressly provided for in this Agreement. For the avoidance of doubt, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any term of this Agreement, except for Clause 10.2.27 and except that this does not affect any right or remedy of a third party which exists or is available apart from that ordinance.

17 APPLICABLE LAW AND JURISDICTION

- 17.1** This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong for the time being in force and each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong in any legal suit, action or proceeding arising out of or based upon this Agreement.
- 17.2** Each of the Vendor, the Guarantor and the Company agrees that the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to the Company at its place of business referred to in Clause 15.1. If the above process agent ceases to have a place of business in Hong Kong, the Vendor and the Guarantor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the Placing Agents of such appointment, and, failing such appointment within fifteen (15) days, the Placing Agents shall be entitled to appoint such a person by notice to the Vendor. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.
- 17.3** Morgan Stanley agrees that the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to Morgan Stanley Asia Limited, Hong Kong at the address set out in Clause 15.1. If the above process agent ceases to have a place of business in Hong Kong, Morgan Stanley shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the Vendor of such appointment, and, failing such appointment within 15 days, the Vendor shall be entitled to appoint such a person by notice to Morgan Stanley. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.
- 17.4** Each of the Vendor and the Guarantor agrees that the process by which any legal proceedings in Hong Kong are begun may be served on it by being delivered to the Company at the address set out in Clause 15.1. If the above process agent ceases to have

a place of business in Hong Kong, each of the Vendor and the Guarantor shall forthwith appoint a further person in Hong Kong to accept service of process on its behalf in Hong Kong and notify the Placing Agents of such appointment, and, failing such appointment within 15 days, the Placing Agents shall be entitled to appoint such a person by notice to the Vendor and the Guarantor. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

18 BRRD Liability

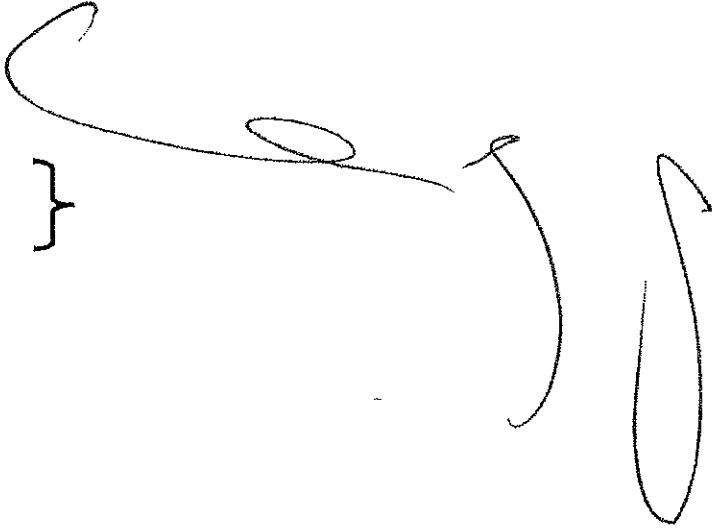
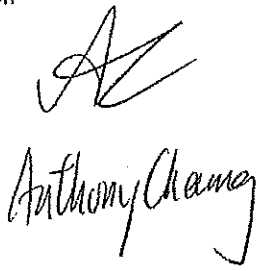
18.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreement, arrangement, or understanding between BRRD Party and Creditor or Counterparty of BRRD Party, Creditor or Counterparty of BRRD Party acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts and agrees to be bound by:

18.1.1 the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of BRRD Party to Creditor or Counterparty of BRRD Party under this agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

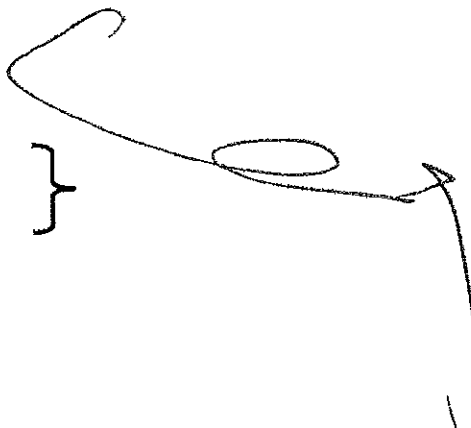
- (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
- (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of BRRD Party or another person, and the issue to or conferral on Creditor or Counterparty of BRRD Party of such shares, securities or obligations;
- (iii) the cancellation of the BRRD Liability;
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

18.1.2 the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

SIGNED by
for and on behalf of
FOURTH STAR FINANCE CORP.
In the presence of:

A large, stylized handwritten signature or set of initials, possibly 'S. J.', is written in black ink. To the left of the main signature is a closing curly bracket '}', and to the right is a vertical oval shape.A handwritten signature consisting of the initials 'AC' above the full name 'Anthony Chang' written in a cursive script.

SIGNED by
TAN SRI DR CHEN LIP KEONG
in the presence of:



A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

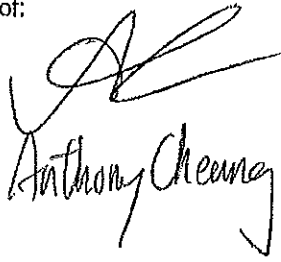


A smaller, more compact handwritten signature in black ink.

Anthony Cheong

IN WITNESS WHEREOF this Agreement has been entered into the day and year first before written.

SIGNED by
for and on behalf of
NAGACORP LTD.
In the presence of:


Anthony Cheung

} 

SIGNED by Jerome Leleu
for and on behalf of
MORGAN STANLEY & CO.
INTERNATIONAL PLC
in the presence of:

}





Jerome Leleu
Managing Director





James Huang

SIGNED by Edmund Sim
for and on behalf of
**CHINA MERCHANTS SECURITIES
(HK) CO., LIMITED**
招商證券(香港)有限公司
in the presence of:



A handwritten signature in black ink, appearing to be 'Edmund Sim', is written below the text. To its right, a blue handwritten signature is visible. A large right-facing curly bracket is positioned to the right of the signature, extending from the level of the company name down to the 'in the presence of:' line.

SIGNED by  Richard
for and on behalf of Moriart
UNION GAMING SECURITIES ASIA
LIMITED }
in the presence of: 

SCHEDULE
PROFESSIONAL INVESTOR TREATMENT NOTICE
Part 1

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules (Cap 571D of the Laws of Hong Kong) as follows:
- (a) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent in any foreign currency) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - (b) a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent in any foreign currency) or a portfolio of at least HK\$8 million (or equivalent in any foreign currency) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
 - (c) a corporation the sole business of which is to hold investments and which is wholly owned by any one or more of the following persons (i) a trust corporation that falls within paragraph (a) above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph (b) above; and (iii) a corporation or partnership that falls within paragraph (c) above.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate.

2. As a consequence of your categorisation as a Professional Investor, certain requirements may not be applicable (or may be waived or may be agreed otherwise) under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so:

2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

2.2 Risk disclosures

We are not required to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required to promptly confirm with you the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

If you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Hong Kong Stock Exchange under the Nasdaq-Amex Pilot Program, we shall not provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of sales related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of sales related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to us.

4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

6. By entering into this Agreement, you hereby agree and acknowledge that we, the Placing Agents and the Settlement Agent will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

PROFESSIONAL INVESTOR TREATMENT NOTICE

Part 2

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules (Cap 571D of the Laws of Hong Kong) as follows:
 - (a) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent in any foreign currency) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - (b) a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent in any foreign currency) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - (c) a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent in any foreign currency) or a portfolio of at least HK\$8 million (or equivalent in any foreign currency) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
 - (d) a corporation the sole business of which is to hold investments and which is wholly owned by any one or more of the following persons (i) a trust corporation that falls within paragraph (a) above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph (b) above; and (iii) a corporation or partnership that falls within paragraph (c) above.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate.

2. As a consequence of your categorisation as a Professional Investor, certain requirements may not be applicable (or may be waived or may be agreed otherwise) under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so:

- 2.1 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

- 2.2 Prompt confirmation

We are not required to promptly confirm with you the essential features of a transaction after effecting a transaction for you.

- 2.3 Nasdaq-Amex Pilot Program

If you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Hong Kong Stock Exchange under the Nasdaq-Amex Pilot Program, we shall not provide you with documentation on that program.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to us.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a

Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

5. By entering into this Agreement, you hereby agree and acknowledge that we, the Placing Agents and the Settlement Agent will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

Contents

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	2
2	APPOINTMENT OF THE SOLE GLOBAL COORDINATOR, THE PLACING AGENTS AND THE PLACING.....	6
3	ANNOUNCEMENT	7
4	COMPLETION OF THE PLACING	8
5	SUBSCRIPTION	9
6	CONDITIONS OF SUBSCRIPTION	10
7	COMPLETION OF THE SUBSCRIPTION	11
8	UNDERTAKINGS OF THE VENDOR AND THE COMPANY AND THE GUARANTORS' GUARANTEE	11
9	PAYMENT OF FEES, COMMISSIONS AND EXPENSES	13
10	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	15
11	NO FIDUCIARY RELATIONSHIP	25
12	INDEMNITY	26
13	TERMINATION.....	27
14	TIME OF THE ESSENCE	29
15	NOTICES	29
16	MISCELLANEOUS.....	30
17	APPLICABLE LAW AND JURISDICTION.....	31
18	BRRD Liability	32
	SCHEDULE PROFESSIONAL INVESTOR TREATMENT NOTICE	1
