

日期：二零零八年六月二十四日
致：陳科宇先生

續本公司作為買方與閣下作為賣方於二零零八年四月三日簽訂關於買賣 Sanxia International Energy Investments Limited 的全部已發行股份的買賣協議(「買賣協議」)。本函內之詞語將具買賣協議的涵義。

根據買賣協議第 3.2(6)條條款，完成買賣受限於根據買賣協議第 3.1 條條款所進行的審查之結果令買方滿意，買方有絕對酌情決定權決定是否滿意審查之結果。

由於有關根據第 3.1 條條款所進行的審查之結果未能令本公司滿意，故本公司作為買方現根據買賣協議第 3.4 條條款致本函通知閣下買賣協議由即日起停止生效，請閣下在收到本函後的 60 天內退還訂金港幣共 22,450,000 元予本公司。

本公司承諾於本公司收到閣下退還的訂金港幣 22,450,000 元的同時，本公司會即時簽署並向閣下交付以下文件：

- (1) 取消出售貸款轉讓協議的契約，有關認可版本請見附件一；及
- (2) 取消出售股份質押協議的契約，有關認可版本請見附件二。

Dragon Vision Group Limited(龍景集團有限公司)

For and on behalf of
DRAGON VISION GROUP LIMITED
龍景集團有限公司


.....
Authorized Signature(s)

代表：龐維新
職銜：董事

附件一

取消出售貸款轉讓協議的契約

Execution Copy

Dated _____

DRAGON VISION GROUP LIMITED
as Assignee

- in favour of -

CHEN KEYU
as Assignor

and

SANXIA INTERNATIONAL ENERGY INVESTMENTS LIMITED
as the Company

DEED OF RELEASE
of an
Assignment of Debt
dated 3 April 2008

THIS DEED OF RELEASE is made on the

2008.

BY:

- (1) **DRAGON VISION GROUP LIMITED**, a company incorporated in the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “Assignee”);

IN FAVOUR OF

- (2) **CHEN KEYU** (holder of PRC identity card no. 511202198110061375) of 中國重慶市渝北區龍華大道 1775 號 2 幢 5-1 (the “Assignor”);
- (3) **SANXIA INTERNATIONAL ENERGY INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands (the “Company”).

WHEREAS:

(A) By an agreement (the “**Agreement**”) dated 3 April 2008 made among, among others, the Assignor and the Assignee, the Assignee has agreed to pay to the Assignor an initial deposit (the “**Initial Deposit**”) in a sum of HK\$100,000 within three business days from the date of the Agreement and, at the Assignee’s discretion, such other sum of deposit (the “**Further Deposit**”) together with the Initial Deposit, the “**Deposit**”) in any event not more than HK\$26,700,000, payable by the Assignee to the Assignor from time to time from the date of the Agreement until the date of completion (the “**Completion Date**”) of the Agreement subject to and upon the terms and conditions therein for the sale and purchase of the entire issued share capital of Sanxia International Energy Investments Limited (the “**Company**”) and all obligations, liabilities and debts owing or incurred by the Company to the Assignor on or at any time prior to the Completion Date, whether actual, contingent or deferred and irrespective of whether or not the same is due and payable on Completion Date.

(B) By a debt assignment (the “**Debt Assignment**”) dated 3 April 2008 and entered into among the Assignor, the Assignee and the Company, the Assignor assigned to the Assignee all his rights, title, benefits and interests of the Debt (as defined in the Debt Assignment) as security for the Deposit and other amounts payable by the Company under the Agreement.

(C) The Assignor has requested and the Assignee has agreed to enter into this Deed.

NOW THIS DEED WITNESSES THAT the Assignee hereby:

- (1) **RELEASES AND DISCHARGES** the Assignor from all its present and future liabilities and obligations owing to the Assignee under the Debt Assignment; and
- (2) **RELEASES AND/OR DISCHARGES AND/OR REASSIGNS** unto the Assignor all the Assignor’s right, title, interest and benefit in and to the Debt Assignment and the Debt and any other subject matter as is mortgaged, charged and/or assigned by the Assignor to the Assignee under the Debt Assignment to hold the same henceforth unto the Assignor absolutely and unconditionally freed and discharged of and from the Debt Assignment.
- (3) By entering into this Deed, the Company agrees and acknowledges the release and/or discharge and/or reassignment as stipulated in Clauses (1) and (2) above.
- (4) This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

IN WITNESS WHEREOF this Deed has been executed by the Assignee and the Company and is intended to be and is hereby delivered on the day and year first above written.

SEALED with the COMMON SEAL of)
)
DRAGON VISION GROUP LIMITED)
)
and SIGNED by)
)
in the presence of:)

SEALED with the COMMON SEAL of)
)
SANXIA INTERNATIONAL ENERGY)
INVESTMENTS LIMITED)
)
and SIGNED by)
)
in the presence of:)

附件二

取消出售股份質押協議的契約

Execution Copy

Dated 2008

DRAGON VISION GROUP LIMITED

as Chargee

- in favour of -

CHEN KEYU
as Chargor

Deed of Release

MICHAEL LI & CO.
14/F Printing House
6 Duddell Street
Central
Hong Kong

CCL/CLO/082717

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THIS DEED OF RELEASE is made on

2008:

BY

DRAGON VISION GROUP LIMITED, a company incorporated in the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ; Facsimile no.:(852) 2187 3094 (the "**Chargee**");

IN FAVOUR OF

CHEN KEYU (holder of PRC identity card no. 511202198110061375) of 中國重慶市渝北區龍華大道 1775 號 2 幢 5-1; facsimile no.: (the "**Chargor**").

Whereas:

(A) By a share charge dated 3 April 2008 and executed by the Chargor in favour of the Chargee (the "**Share Charge**"), the Chargor granted security over the Charged Securities as security for the payment and discharge of the Secured Obligations.

(B) Upon the request of the Chargor, the Chargee has agreed to release the Charged Securities from the Share Charge and has agreed to do so on and subject to the terms of this Deed of Release.

Now this deed witnesseth as follows:

1. INTERPRETATION

Unless the context otherwise requires or unless otherwise defined in this Deed, capitalised terms in this Deed (including the Recitals) shall have the same meaning ascribed to them in the Share Charge.

2. RELEASE

2.1 The Chargee hereby **RELEASES, REASSIGNS AND DISCHARGES** unto the Chargor the Charged Securities and all and any right title interest property claim and demand whatsoever of the Chargee therein and thereto **TO HOLD** the same unto the Chargor absolutely freed and absolutely discharged of and from the Share Charge and of and from all principal, interest and other monies thereby secured and all claims and demands for and in respect of the same and in anywise relating thereto.

3. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

IN WITNESS whereof the parties have caused this Deed to be duly executed and delivered the day and year first above written.

SEALED with the **COMMON SEAL** of)
)
DRAGON VISION GROUP LIMITED)
)
and **SIGNED** by)
)
in the presence of:)