

DATED 22 March 2019

SHANGHAI DONGZHENG AUTOMOTIVE FINANCE CO., LTD.*
(上海東正汽車金融股份有限公司)

CHINA ZHENG TONG AUTO SERVICES HOLDINGS LIMITED
(中國正通汽車服務控股有限公司)

JOY CAPITAL HOLDINGS LIMITED

MR. WANG MUQING (王木清)

MR. WANG WEIZE (王伟泽)

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED (中國國際金融香港證券有限公司)**

CREDIT SUISSE (HONG KONG) LIMITED

MORGAN STANLEY ASIA LIMITED
(摩根士丹利亞洲有限公司)

and

THE HONG KONG UNDERWRITERS
(whose names appear in Schedule 1)

Amendment Agreement to Hong Kong Underwriting Agreement

**relating to a public offering in Hong Kong of
initially 53,334,000 H Shares of nominal value of
RMB1.00 per Share in the capital of
Shanghai Dongzheng Automotive Finance Co., Ltd.*
(上海東正汽車金融股份有限公司),
being part of a global offering of initially
533,336,000 H Shares**

** For identification purposes only*

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THIS AGREEMENT is made on 22 March 2019

BETWEEN:

- (1) **SHANGHAI DONGZHENG AUTOMOTIVE FINANCE CO., LTD.*** (上海東正汽車金融股份有限公司, a limited liability company established in the PRC and registered as a joint stock company with limited liability having its registered address at Unit ABC, 30/F, Mirae Asset Tower, No. 166, Lu Jia Zui Ring Road, Shanghai, PRC (the "**Company**"));
 - (2) **CHINA ZHENG TONG AUTO SERVICES HOLDINGS LIMITED** (中國正通汽車服務控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability having its registered address at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose shares are listed on the Main Board of SEHK (Stock Code: 01728) and a controlling shareholder of the Company ("**ZhengTong**");
 - (3) **JOY CAPITAL HOLDINGS LIMITED**, a limited liability company incorporated in the British Virgin Islands having its registered address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands and a controlling shareholder of the Company ("**Joy Capital**");
 - (4) **MR. WANG MUQING** (王木清), holder of Hong Kong identity card number M681744(6) and a controlling shareholder of the Company;
 - (5) **MR. WANG WEIZE** (王伟澤), holder of Hong Kong identity card number M435737(5) and a controlling shareholder of the Company;
- ("ZhengTong", "Joy Capital", Mr. Wang Muqing and Mr. Wang Weize, each a "**Controlling Shareholder**" and together, the "**Controlling Shareholders**")
- (6) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** (中國國際金融香港證券有限公司) of 29/F, One International Finance Centre, 1 Harbour View Street Central, Hong Kong ("**CICC**");
 - (7) **CREDIT SUISSE (HONG KONG) LIMITED** of Level 88, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong ("**Credit Suisse**");
 - (8) **MORGAN STANLEY ASIA LIMITED** (摩根士丹利亞洲有限公司) of 46/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong ("**Morgan Stanley**"); and
 - (9) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the "**Hong Kong Underwriters**").

RECITALS:

- (A) The Parties are parties to the Hong Kong Underwriting Agreement dated 13 March 2019 (the "**Original Hong Kong Underwriting Agreement**"), pursuant to which, among others, the Hong Kong Underwriters have agreed to severally underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions contained therein.
- (B) The Parties wish to amend the Original Hong Kong Underwriting Agreement pursuant to the terms of this Agreement.

In consideration of the mutual covenants and agreement contained herein, the Parties hereby agree to amend the Original Hong Kong Underwriting Agreement as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Defined terms and expressions:** In this Agreement, unless otherwise defined, terms and expressions defined in the Original Hong Kong Underwriting Agreement shall have the same meanings wherever used in this Agreement.
- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
 - 1.4.1 references to an "**affiliate**", in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; for the purposes of the foregoing, "**control**" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and "**controlled by**" and "**under common control with**" shall be construed accordingly;
 - 1.4.2 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 whenever the words "**include**," "**includes**" or "**including**" are used in this Agreement, they shall be deemed to be followed by the words "**without limitation**";
 - 1.4.4 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

- 1.4.5 the term “**or,**” is not exclusive;
- 1.4.6 references to “**persons**” shall include bodies corporate, unincorporated associations and partnerships;
- 1.4.7 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.8 references to a document being “**in agreed form**” shall mean in the form of the draft thereof agreed in writing between the Company and the Joint Global Coordinators;
- 1.4.9 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the legal counsel to the Company;
- 1.4.10 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.11 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.12 references to one gender shall include the other genders; and
- 1.4.13 references to the singular shall include the plural and vice versa.

2 AMENDMENTS TO THE ORIGINAL HONG KONG UNDERWRITING AGREEMENT

- 2.1 Clause 1.1 of the Original Hong Kong Underwriting Agreement shall be amended by the insertion of the following new definitions or, if such term has already been defined in the Original Hong Kong Underwriting Agreement, by the replacement of the existing definition with the following new definition (as the case maybe):-
 - (a) “**Application Forms**” means the white, yellow and green application forms in agreed form to be used in connection with the Hong Kong Public Offering and the blue application forms in the agreed form to be used in connection with the Preferential Offering (including any supplement or amendment thereto), as amended and supplemented by the Confirmation Forms;
 - (b) “**Conditions Precedent Documents**” means the documents listed in Part A, Part A1 and Part B of Schedule 3;
 - (c) “**Confirmation Date**” means 27 March 2019;

- (d) **“Confirmation Forms”** means the white and blue confirmation forms on which the Hong Kong Public Offering Applications and Preferential Offering Applications are confirmed by the Eligible Applicants;
- (e) **“Eligible Applicants”** means applicants who have made valid applications for the Hong Kong Offer Shares and Qualifying ZhengTong Shareholders who have made valid applications for the Reserved Shares;
- (f) **“Hong Kong Prospectus”** means the prospectus in agreed form, relating to the Hong Kong Public Offering and the Preferential Offering, to be issued by the Company and as amended and supplemented by the Supplemental Prospectus;
- (g) **“Hong Kong Prospectus Date”** means the date of issue of the Hong Kong Prospectus on 14 March 2019 or the date of issue of the Supplemental Prospectus (which is expected to be on or around 25 March 2019), as the case may be;
- (h) **“Hong Kong Public Offering Documents”** means the Hong Kong Prospectus, the Application Forms, the Supplemental Prospectus (where applicable), the Confirmation Forms for the Hong Kong Offer Shares (where applicable);
- (i) **“Listing Date”** means the first day on which the H Shares commence trading on the SEHK (which is expected to be on 3 April 2019);
- (j) **“Preferential Offering Documents”** means the Hong Kong Prospectus, the Application Forms, the Supplemental Prospectus and the Confirmation Forms for the Reserved Shares, any announcements in the agreed form issued or to be issued by the Company and/or ZhengTong in connection with the Preferential Offering (including any supplement or amendment thereto);
- (k) **“Preliminary Offering Circular”** means the proof dated 12 March 2019 of the offering circular, relating to the International Offering, issued by the Company and stated therein to be subject to amendment and completion (including the proof dated 12 March 2019 of the Hong Kong Prospectus (except for the letter regarding the unaudited pro forma financial information) contained therein and made a part thereof), as amended and supplemented by a supplement dated 25 March 2019 (including the proof dated 25 March 2019 of the Supplemental Prospectus (except for the letter regarding the unaudited pro forma financial information) contained therein and made a part thereof), and as amended or supplemented by any other amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);
- (l) **“Receiving Banks Agreement”** means the agreement entered into on 13 March 2019 among the Company, the Receiving Banks, the Joint Global Coordinators and the Nominee and the Hong Kong Registrar

for the appointment of the Receiving Banks and the Nominee in connection with the Hong Kong Public Offering and the Preferential Offering, as amended and supplemented by a supplemental agreement dated 22 March 2019 entered into by the same parties;

- (m) “**Supplemental Prospectus**” means the supplemental prospectus in agreed form to be issued by the Company in connection with the Hong Kong Public Offering and the Preferential Offering on the Supplemental Prospectus Date;
- (n) “**Supplemental Prospectus Date**” means the date of issue of the Supplemental Prospectus (which is expected to be on or about 25 March 2019);

2.2 Clause 2.1.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following new Clause 2.1.1:

“2.1.1 the Joint Global Coordinators (on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) or their legal advisers as to Hong Kong law receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3, Part A(1) of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Global Coordinators, not later than 6:00 p.m. on 13 March 2019, no later than 6:00 p.m. on the Business Day immediately before the Supplemental Prospectus Date, and no later than 6:00 p.m. on the Business Day immediately before the Listing Date, respectively;”

2.3 The following new Clause 2.1.2A shall be inserted immediately after Clause 2.1.2 of the Original Hong Kong Underwriting Agreement:

“2.1.2A the issue by the SEHK of a certificate of authorisation of registration in respect of the Supplemental Prospectus and the Confirmation Forms and the registration by the Registrar of Companies in Hong Kong of one copy of each of the Supplemental Prospectus and the Confirmation Forms, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the board of directors of the Company and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, not later than 6:00 p.m. on the Business Day before the Hong Kong Prospectus Date;”

2.4 Clause 2.3.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Joint Global Coordinators may determine (in which case the Joint Global Coordinators shall be entitled to extend the other dates or deadlines

referred to in this Agreement in such manner as it deems appropriate, provided that no extension shall be made beyond 15 April 2019 and any such extension and the new timetable shall be notified by the Joint Global Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or”

- 2.5 Clause 2.5 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“2.5 **Determination of Offer Price:** The Company and the Joint Global Coordinators (on behalf of the Hong Kong Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Joint Global Coordinators reach agreement on the said price, which is expected to be agreed by 21 March 2019 and in any event no later than 2 April 2019, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 5:00 p.m. on 2 April 2019, the provisions of Clause 2.4 shall apply.”

- 2.6 The following paragraph shall be inserted at the end of Clause 4.1 of the Original Hong Kong Underwriting Agreement:

“The Company will, on the Supplemental Prospectus Date, issue or make available via the Receiving Banks to the public sufficient copies of the Supplemental Prospectus and the Confirmation Forms to satisfy public demand during the period from the Supplemental Prospectus Date to the Confirmation Date and/or cause such number of copies of the Supplemental Prospectus and the Confirmation Forms as the Joint Sponsors (together with Joint Global Coordinators) may direct to be delivered to the Joint Sponsors and/or Joint Global Coordinators or as they may direct.”

- 2.7 Clause 4.5 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors (together with the Joint Global Coordinators) shall have the exclusive right, in their sole and absolute discretion, (i) upon and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement, to reject or accept in whole or in part any Hong Kong Public Offering Application as confirmed by Eligible Applicants for Hong Kong Offer Shares and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares and (ii) upon and subject to the terms and conditions of the Preferential Offering Documents and the International Underwriting Agreement, to reject or accept in whole or in part any

Preferential Offering Application as confirmed by Eligible Applicants for Reserved Shares and, where the number of Reserved Shares being applied for exceeds the total number of the Reserved Shares, to determine the basis of allocation of the Reserved Shares. The applications so determined as validly made and confirmed by the Eligible Applicants in accordance with the Supplemental Prospectus and the Confirmation Forms shall be referred to herein as “Accepted Hong Kong Public Offering Applications” or “Accepted Preferential Offering Applications”.

The Company shall, and shall use its best endeavours to procure that the Receiving Banks and the Hong Kong Registrar shall, as soon as practicable after the close of the Application Lists and the Confirmation Date respectively, provide the Joint Sponsors and the Joint Global Coordinators with such information, calculations and assistance as the Joint Sponsors and the Joint Global Coordinators may require for the purposes of determining, inter alia:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; and
- 4.5.3 in the event of an under-subscription in the Preferential Offering, the number of Reserved Shares which have not been applied for pursuant to Accepted Preferential Offering Applications; or
- 4.5.4 in respect of an over-subscription in the Preferential Offering, the number of times by which the number of Reserved Shares which have been applied for pursuant to Accepted Preferential Offering Applications exceeds the total number of Reserved Shares initially available for subscription under the Preferential Offering and the basis of allocation of the Reserved Shares.

If there is an under-subscription by the Qualifying ZhengTong Shareholders in the Preferential Offering, the Joint Sponsors (together with the Joint Global Coordinators) may (but shall have no obligation to), in their sole and absolute discretion, make available all or any of the Unsold Reserved Shares for purchase by the International Underwriters to satisfy demand under the International Offering.”

2.8 Clause 4.6 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Confirmation Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications or in respect of which payment has not been cleared (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”) in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that:

4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$\left[N = T \times \frac{(C - P)}{(AC - AP)} \right]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Joint Global Coordinators may determine to avoid fractional H Shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;

- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the determination of the Joint Global Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters."

2.9 Clause 4.7 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

"4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the Application Form(s) having been marked with the name of such Hong Kong Underwriter and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) and confirmed pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4. "

2.10 Clause 4.8 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.8 **Accepted Application Forms:** The Company agrees that all duly completed and submitted Application Forms received prior to the closing of the Application Lists which are subsequently confirmed by the Eligible Applicants and accepted by the Joint Sponsors (together with the Joint Global Coordinators) pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.”

2.11 Clause 4.9 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Joint Global Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the Hong Kong Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Confirmation Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 deliver to the Joint Sponsors and the Joint Global Coordinators duly completed Application Form(s) and the Confirmation Forms for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering),

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on 2 April 2019 (the date specified in the Supplemental Prospectus for the despatch of share certificates), duly allot and issue to the said Eligible Applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong Registrar to duly issue and deliver in no event later than 9:00 a.m. on 2 April 2019 (the date specified in the Supplemental Prospectus for the despatch of share certificates) valid share certificates (or where appropriate,

HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Joint Global Coordinators) in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.”

- 2.12 Clause 4.11.3 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“4.11.3if (i) the International Offer Shares are not fully subscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed; or (ii) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are oversubscribed with the Hong Kong Public Offering Over-Subscription representing less than 15 times of the number of H Shares initially available for subscription under the Hong Kong Public Offering, the Joint Global Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate International Offer Shares originally included in the International Offering to the Hong Kong Public Offering in such number as it deems appropriate, provided that the number of International Placing Shares reallocated to the Hong Kong Public Offering must not exceed 53,334,000 H Shares, representing approximately 10% of the Offer Shares initially available under the Global Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 106,668,000 H Shares.”

- 2.13 Clause 5.1 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“5.1 **Issue of Hong Kong Offer Shares and Reserved Shares:** Upon receipt by the Hong Kong Registrar of the Application Forms and Confirmation Forms for the Accepted Hong Kong Public Offering Applications and Accepted Preferential Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and the announcement of the Preferential Offering and in any event no later than 9:00 a.m. on 2 April 2019 (the date specified in the Supplemental Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Joint Global Coordinators on terms that they rank *pari passu* in all respects among themselves, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;

- 5.1.2 duly allot and issue, conditional upon the fulfilment of the conditions of the International Offering (unless waived in accordance with the terms of the International Offering Agreement), the Reserved Shares in accordance with the relevant sections of the Preferential Offering Documents, International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Joint Global Coordinators on terms that they rank pari passu in all respects among themselves, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank pari passu in all respects with the Hong Kong Offer Shares and other International Offer Shares;
- 5.1.3 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.4 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Joint Global Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Joint Global Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents, Preferential Offering Documents and this Agreement.”
- 2.14 Clause 5.5 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:
- “5.5 **Refund cheques:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants (including those applicants who do not confirm their applications prior to the Confirmation Date pursuant to the Supplemental Prospectus and the Confirmation Forms) under the Hong Kong Public Offering and the Preferential Offering (as applicable) who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents and the terms of the Preferential Offering specified in the Preferential Offering Documents (as applicable).”

2.15 The following new Clause 8.2.4A, 8.2.4B and Clause 8.2.4C shall be inserted immediately after Clause 8.2.4 of the Original Hong Kong Underwriting Agreement:

“8.2.4A on the date of registration of the Supplemental Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.4B on the Supplemental Prospectus Date;

8.2.4C on the Confirmation Date;”

2.16 Clause 10.1.5 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“10.1.5making available for inspection at the offices of Kirkland & Ellis, legal advisers to the Company as to Hong Kong Laws, the documents referred to in the section of the Hong Kong Prospectus headed “Documents delivered to the Registrar of Companies and available for inspection” and as amended and supplemented by the Supplemental Prospectus for the period and at the address stated therein; ”

2.17 Clause 10.1.11 of the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:

“10.1.11 during the period commencing on the Listing Date and ending on the date on which the Company publishes its financial results for the first full financial year commencing after the Listing Date in compliance with Rule 13.46 of the Listing Rules, unless with prior written consent of the Joint Global Coordinators (which shall not be unreasonably withheld), using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” and as amended and supplemented by the Supplemental Prospectus.”

2.18 The following paragraph shall be inserted at the end of the Clause 11.1 of the Original Hong Kong Underwriting Agreement:

“11.1 The Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Joint Sponsors have consented to the proposed issue and distribution of the Supplemental Prospectus and Confirmation Forms by the Company and confirm that such issue and distribution of the Supplemental Prospectus and Confirmation Form shall not constitute a termination event under Clause 11.1.”

2.19 The following paragraph shall be inserted immediately after Part A of Schedule 3 of the Original Hong Kong Underwriting Agreement:

“Part A(1)

1. four certified true copies of the resolutions of the Board or a committee duly authorized by the Board approving and authorizing, among other things, the revised structure of the Global Offering, the issue and distribution of the Supplemental Prospectus and Confirmation Forms, and the supplement to the Preliminary Offering Circular dated 25 March 2019, the publication of the announcement in connection with the revised structure of the Global Offering and execution of the supplemental agreement to the Original Hong Kong Underwriting Agreement.
2. four printed copies of each of the Supplemental Prospectus and the Confirmation Forms each duly signed by two directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.
3. four certified true copies of each of the material contracts duly signed by the parties thereto referred to in the section of the Supplemental Prospectus headed “Amendments to the Prospectus – Statutory and General Information”.
4. four certified true copies of each of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Supplemental Prospectus and the Confirmation Forms and the authorisation to register the Supplemental Prospectus and the Confirmation Forms issued by the SEHK.
5. four signed originals of the letter from the Reporting Accountants, dated the Supplemental Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets and fully diluted forecast earnings per Share, the text of which is contained in Appendix I to the Supplemental Prospectus.
6. four signed originals of the letter from the Reporting Accountants, dated the Supplemental Prospectus Date and addressed to the Company, the Joint Sponsors and the Joint Global Coordinators, and in form and substance satisfactory to the Joint Global Coordinators, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus (as amended and supplemented by the Supplemental Prospectus) and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Company's working capital contained in the Hong Kong Prospectus (as amended and supplemented by the Supplemental Prospectus).
7. four signed originals of the comfort letter from the Reporting Accountants, dated the date of the Supplemental Prospectus and addressed to the Joint Sponsors and the Joint Global Coordinators, and in form and substance satisfactory to the Joint Global Coordinators, which letter shall cover, without limitation, the various financial information disclosed in the Supplemental Prospectus.

8. four certified true copies of the memorandum on the profit forecast for the year ending 31 December 2019 and the working capital forecast for the year ending 31 December 2019 and the six months ending 30 June 2020 approved by the Board.
 9. four certified true copies of the letter from each of the experts stated in the section headed “Expert and Consent” in the Supplemental Prospectus, dated the Supplemental Prospectus Date, consenting to the issue of the Supplemental Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.
 10. four certified true copies of the Supplemental Receiving Banks Agreement duly signed by the parties thereto.
 11. four certified true copies of each of the certificate given by the relevant translator relating to the translation of the Supplemental Prospectus and the Confirmation Forms and a certificate by Toppan Merrill Corporation as to the competency of such translator.
 12. four signed originals of the supplemental verification notes in connection with the Supplemental Prospectus duly signed by or on behalf of the Company and Directors.”
- 2.20 The following paragraph shall be inserted immediately after Part B of Schedule 3 of the Original Hong Kong Underwriting Agreement:
18. four certified true copies of the resolutions of the board of directors or a committee duly authorized by the board of directors of each of the Controlling Shareholders (other than individuals) approving and authorizing, among other things, the revised structure of the Global Offering and execution of the supplemental agreement to the Original Hong Kong Underwriting Agreement.
 19. four original letters signed by the Company addressed to the Joint Sponsors and the Joint Global Coordinators (for and on behalf of themselves and the Underwriters) dated the Listing Date confirming that, all written submissions and replies to questions from the SEHK and the SFC in connection with the application for listing of the H Shares given to the SEHK or the SFC by the Joint Sponsors or other parties involved in the Global Offering were and remain true, accurate, complete and not misleading or deceptive, such letter to be in the form previously approved by the Joint Sponsors and the Joint Global Coordinators (for themselves and on behalf of the Underwriters).
- 2.21 Paragraph 2 of Schedule 4 to the Original Hong Kong Underwriting Agreement shall be deleted in its entirety and replaced with the following:
- “2. In order to qualify as Hong Kong Underwriter’s Applications, such applications must be made on one or more validly completed Application Form(s) and delivered to the Receiving Banks together

with a cheque or cheques or banker's cashier order or orders complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares and Reserved Shares" in the Hong Kong Prospectus payable to "Ting Hong Nominees Limited – Dongzheng AFC Public Offer" for the amount payable in full on application (including the Brokerage, the Trading Fee and the Transaction Levy) by not later than 12:00 noon on the Acceptance Date and confirmed by not later than 5:00 p.m. on the Confirmation Date in accordance with the Supplemental Prospectus and Confirmation Forms, and be validly accepted as validly made in accordance with Clause 4.4. Copies of such Application Form(s) and cheque(s) or banker's cashier order(s) will have to be faxed to CICC marked for the attention of the Joint Global Coordinators (for and on behalf of Hong Kong Underwriters) and at the same time as the delivery to the Receiving Banks. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the Application Form(s) "Hong Kong Underwriter's Application". These applications will subsequently be notified to the Receiving Banks by 5:00 p.m. on the Confirmation Date."

3 NOTICES

3.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

3.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 3.3 and if so addressed, shall be deemed to have been duly given or made as follows:

3.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

3.2.2 if sent by post, two Business Days after the date of posting;

3.2.3 if sent by airmail, five Business Days after the date of posting;

3.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

3.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 3.4, are as follows:

If to the Company, to:

Address : Unit ABC, 30/F, Mirae Asset Tower, No. 166, Lu Jia
Zui Ring Road, Shanghai, PRC
Fax : 86-21-20689996
Attention : Mr. Shao Yongjun

If to Mr. Wang Muqing to:

Address : Unit 5905, 59/F, The Center, 99 Queen's Road Central,
Hong Kong
Fax : 852 2851 2538
Attention : Mr. Wang Muqing

If to Mr. Wang Weize to:

Address : Unit 5905, 59/F, The Center, 99 Queen's Road Central,
Hong Kong
Fax : 852 2851 2538
Attention : Mr. Wang Muqing

If to CICC, to:

Address : 29/F, One International Finance Centre, 1 Harbour View
Street, Central, Hong Kong
Fax : +852 2872 2100
Attention : Mr. Zhizheng Wang, Executive Director

If to Credit Suisse, to:

Address : Level 88, International Commerce Centre, 1 Austin
Road West, Kowloon, Hong Kong
Fax : +852 2284 7184
Attention : Investment Banking & Capital Markets

If to Morgan Stanley, to:

Address : 46/F, International Commerce Centre, 1 Austin Road
West, Kowloon, Hong Kong
Fax : +852 3407 9897
Attention : Tommy Hsu

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1.

- 3.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 3.3, provided that such notification shall only be effective on:

- 3.4.1 the date specified in the notification as the date on which the change is to take place; or
- 3.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

4 GOVERNING LAW; DISPUTE RESOLUTION

- 4.1 **Governing law:** This Agreement, including this Clause, shall be governed by and construed in accordance with the laws of Hong Kong, without regard to conflict of law principles.
- 4.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement, existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to (and including any such dispute, controversy, difference or claim between any affiliates of a party and another party or its affiliates) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. This arbitration Clause shall be governed by the laws of Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. Any award of the arbitration tribunal shall be final and binding upon the parties from the day it is made. The parties undertake to carry out each and every arbitral award without delay. For the avoidance of doubt, the rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 4.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Each party retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.
- 4.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the jurisdiction of any court of competent jurisdiction in which proceedings for provisional and/or conservatory relief may be sought in support of such arbitration.
- 4.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of forum non conveniens or otherwise) which it may now or hereafter have to any court of competent jurisdiction in which proceedings for provisional and/or conservatory relief may be sought in support of such arbitration and further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

- 4.5 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 3.
- 4.6 **Process agent:** The Controlling Shareholders irrevocably appoint Mr. Raymond Lee of Unit 5905, 59/F, The Center, 99 Queen's Road Central, Hong Kong as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for the Controlling Shareholders, the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Global Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Global Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law. Where proceedings for provisional and/or conservatory relief are taken against the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Global Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Joint Global Coordinators shall be entitled to appoint such agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving of notice of such appointment to the Controlling Shareholders.
- 4.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or the Controlling Shareholders may now or hereafter have, or can claim for itself or its assets, properties or revenues, any immunity whether based on sovereignty or any other grounds under the laws of any jurisdiction from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed) under the laws of any jurisdiction, the Company or the Controlling Shareholders hereby irrevocably waive and agree not to plead or claim any

such immunity in relation to any such proceedings, and declare that such waiver shall be effective to the fullest extent permitted by such laws.

5 VARIATION TO ORIGINAL HONG KONG UNDERWRITING AGREEMENT

- 5.1 The Parties agree that the Original Hong Kong Underwriting Agreement continues to be in full force and effect and nothing in this Agreement shall in any way vary the Original Hong Kong Underwriting Agreement unless expressly stated to do so in this Agreement.

6 GENERAL PROVISIONS

- 6.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 6.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 6.3 **Assignment:** Each of the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12 of the Original Hong Kong Underwriting Agreement (as amended and supplemented by this Agreement), respectively, to any of the persons who have the benefit of the indemnities in Clause 12 of the Original Hong Kong Underwriting Agreement and any successor entity to such Joint Sponsor, Joint Global Coordinator or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 6.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 of the Original Hong Kong Underwriting Agreement (as amended and supplemented by this Agreement) or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Joint Global Coordinators, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this

Agreement or constitute a waiver or modification, or result in the loss, of any rights hereunder of the Joint Global Coordinators or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or otherwise prejudice any other rights of the Joint Global Coordinators or the Joint Sponsors or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 6.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).
- 6.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 6.7 **Entire agreement:** This Agreement, the Original Hong Kong Underwriting Agreement, together with, in the case of the Joint Sponsors, their respective engagement letters effective from 29 April 2018 between the Company and the Joint Sponsors, constitute the entire agreement amongst the Company, the Controlling Shareholders, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement.
- 6.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 6.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 6.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full

force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

- 6.11 **Taxation:** All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the Hong Kong Underwriters or the Joint Global Coordinators, as applicable. If a Hong Kong Underwriter or a Joint Global Coordinator is required by any PRC Authority to pay any PRC Taxes as a result of this Agreement, the Company will pay an additional amount to such Hong Kong Underwriter or Joint Global Coordinator so that the full amount of such payments as agreed in this Agreement to be paid to such Hong Kong Underwriter or Joint Global Coordinator is received by such Hong Kong Underwriter or Joint Global Coordinator and will further, if requested by such Hong Kong Underwriter or Joint Global Coordinator, use commercially reasonable efforts to give such assistance as such Hong Kong Underwriter or Joint Global Coordinator may reasonably request to assist such Hong Kong Underwriter or Joint Global Coordinator in discharging its obligations in respect of such PRC Taxes, including by making filings and submissions on such basis and such terms as such Hong Kong Underwriter or Joint Global Coordinator reasonably request, promptly making available to such Hong Kong Underwriter or Joint Global Coordinator notices received from any PRC Authority and, subject to the receipt of funds from such Hong Kong Underwriter or Joint Global Coordinator, by making payment of such funds on behalf of such Hong Kong Underwriter or Joint Global Coordinator to the relevant PRC Authority in settlement of such PRC Taxes.
- 6.12 **Authority to the Joint Global Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Joint Global Coordinators) hereby authorises the Joint Global Coordinators to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Joint Global Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 6.13 **Recognition of the U.S. Special Resolution Regimes:** In the event that:
- 6.13.1 any Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States; and

- 6.13.2 any Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 6.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:
- 6.14.1 waives any right of contribution or recovery or any claim, demand or action he/it may have or be entitled to take against the Company as a result of any claim or demand or action made or taken against him/it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 6.14.2 acknowledges and agrees that the Company shall have no liability to him/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 6.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against him/it under this Agreement) not to make any claim against any director, officer or employee of the Company on whom he/it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company is or would be vicariously liable.
- 6.15 **Contracts (Rights of Third Parties) Ordinance:** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 6.15:
- 6.15.1 Indemnified Parties may enforce and rely on Clause 12 of the Original Hong Kong Underwriting Agreement to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 6.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 6.15.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 6.15.1.
- 6.16 **Survival:** The provisions in this Clause 6 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and

arrangements referred to or contemplated in the Original Hong Kong Underwriting Agreement or this Agreement or the termination of the Original Hong Kong Underwriting Agreement and this Agreement.

- 6.17 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Joint Global Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Global Coordinator, Joint Sponsor or Underwriter. Any certificate signed by Mr. Wang Muqing, Mr. Wang Weize or any officer of the Controlling Shareholders which is not a natural person and delivered to the Joint Global Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby, to each Joint Global Coordinator, Joint Sponsor or Underwriter.

Schedule 1
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriter</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong Fax number: +852 2872 2100	See below	See below
Credit Suisse (Hong Kong) Limited Level 88, International Commerce Centre 1 Austin Road West Kowloon, Hong Kong Fax number: +852 2284 7184	See below	See below
Morgan Stanley Asia Limited 46/F, International Commerce Centre 1 Austin Road West Kowloon, Hong Kong Fax number: +852 3407 9897	See below	See below
	<u>Total</u>	
	<u>53,334,000</u>	<u>100%</u>

The Hong Kong Public Offering Underwriting Commitment shall be determined in the manner set out below:

$$A = B/C \times 53,334,000$$

where:

“A” is the number of Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that (a) any fraction of a Share shall be rounded to the nearest whole number of a Share; (b) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 53,334,000; (c) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

“B” is the number of International Firm Shares (as defined in the International Underwriting Agreement) which the relevant Underwriter or any of its affiliates agrees to purchase or procure purchasers for pursuant to the International Underwriting Agreement; for the avoidance of doubt, B is deemed to be zero if neither the relevant Underwriter nor any of its affiliates is an International Underwriter under the International Underwriting Agreement; and

“C” is the aggregate number of International Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates, as International Underwriters, agree to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

THE COMPANY

SIGNED by LIN Fan (林帆)

)



)

director and duly authorised

)

for and on behalf of

)

SHANGHAI DONGZHENG AUTOMOTIVE FINANCE

)

CO., LTD.*(上海东正汽车金融股份有限公司)

)

**THE CONTROLLING
SHAREHOLDERS**

SIGNED by LI Zhubo (李著波)



director and duly authorised

for and on behalf of

CHINA ZHENG TONG AUTO

SERVICES HOLDINGS LIMITED 中國正通汽車服務控股有限公司

in the presence of: Jin Zhen Bo





**THE CONTROLLING
SHAREHOLDERS**

SIGNED by WANG Weize (王伟泽)

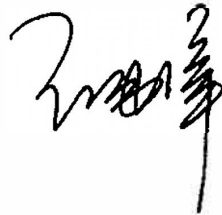
director and duly authorised

for and on behalf of

JOY CAPITAL HOLDINGS LIMITED

in the presence of: 


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THE CONTROLLING SHAREHOLDERS

SIGNED by

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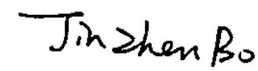
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)

WANG Muqing (王木清)

) 

in the presence of:



)



THE CONTROLLING SHAREHOLDERS

SIGNED by

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WANG Weize (王伟泽)

)

in the presence of: Jin Zhen Bo

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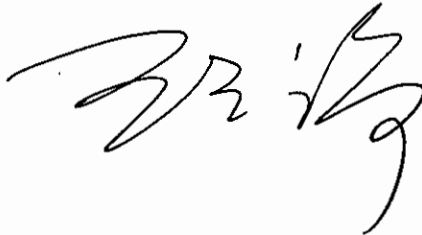
SIGNED by Wang Sheng 王晟)
Managing Director)
for and on behalf of)
CHINA INTERNATIONAL)
CAPITAL CORPORATION)
HONG KONG SECURITIES)
LIMITED (中國國際金融香港證券有限公司))
in the presence of: -)



Lei Yui


SIGNED by Wang Zhizheng 王之诤)
Executive Director)
for and on behalf of)
CHINA INTERNATIONAL)
CAPITAL CORPORATION)
HONG KONG SECURITIES)
LIMITED (中國國際金融香港證券有限公司)
in the presence of: -)

Li Yin



SIGNED by Kevin Rumjahn
Managing Director
for and on behalf of
**CREDIT SUISSE (HONG KONG)
LIMITED**
in the presence of: - ZONG Yue

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SIGNED by Tommy Hsu)
Managing Director)
for and on behalf of)
MORGAN STANLEY ASIA)
LIMITED)
摩根士丹利亞洲有限公司)
in the presence of: -)

