Dated the 27th day of July 2026

FINELAND LIVING SERVICES GROUP LIMITED

AND

SUBSCRIBERS NAMED HEREIN

SUBSCRIPTION AGREEMENT

relating to a maximum of 370,000,000 ordinary shares

in the share capital of

FINELAND LIVING SERVICES GROUP LIMITED

Contents

This Agreement is made on 27 July 2026

Between:

(1) **FINELAND LIVING SERVICES GROUP LIMITED**, a limited liability company incorporated under the laws of Cayman Islands whose registered address is at Windward 3, Regatta Office Park, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands and whose shares are listed on the Main Board of the Stock Exchange (stock code: 9978) (the "**Issuer**");

(2) **YONCAN CO., LTD.**, a limited liability company incorporated under the laws of the British Virgin Islands whose registered address is at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands ("**Yoncan**");

(3) **YSTEM OVERSEAS LIMITED** (BVI Company number: 2175513), whose registered address is at Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands ("**YSTEM**"); and

(4) **BEAMING LIGHT HOLDINGS LIMITED** (BVI Company number: 1934960), whose registered address is at Coastal Building Wickham's Cay II P.O. Box 2221, Road Town Tortola VG1110, British Virgin Islands("**Beaming Light**", together with Yoncan and YSTEM, the "**Investors**" and each an "**Investor**").

Whereas:

(A) The Issuer's share capital comprises ordinary shares of HK$0.01 each (the "**Shares**").

(B) On 7 July 2026, Yoncan has entered into a sale and purchase agreement (the "**SPA**") for the acquisition of 200,044,000 Shares (the "**Sale Shares**"), representing approximately 50.01% of the issued share capital of the Issuer as at the date of this Agreement. Subject to the closing under the SPA, the transactions contemplated under the SPA will trigger an obligation on the part of Yoncan to make an unconditional mandatory general offer (the "**Mandatory General Offer**") for the Shares which are not already owned by Yoncan and its concert parties in accordance with Rule 26 of the Takeovers Code (the "**Remaining Issued Shares**").

(C) The Issuer and the Investors wish to record the arrangements in relation to the proposed issue by the Issuer of up to 370,000,000 Shares (the "**Subscription Shares**") at the Subscription Price of HK$0.14 per Subscription Share (the "**Subscription Price**") (the "**Subscription**").

(D) The Subscription Shares will be allotted and issued pursuant to a specific mandate (the "**Specific Mandate**") to be sought from the independent shareholders of the Issuer, the Issuer shall convene the EGM (as defined below) to seek the approval of its independent shareholders for the Specific Mandate for the issue of the Subscription Shares.

(E) As at the date of this Agreement, Beaming Light and its sole shareholder are shareholders of the Issuer holding in aggregate 11,596,000 Shares, the Subscription by Beaming Light contemplated under this Agreement will be considered to be a special deal (the "**Special Deal**") under Rule 25 of the Takeovers Code.

It is agreed as follows:

1 Agreement to Subscribe

1.1 On and subject to the terms and conditions of this Agreement, each Investor severally (not jointly nor jointly and severally) agrees to subscribe for, and the Issuer agrees to issue to each Investor, the maximum number of Subscription Shares as set out against the Investor's name at the Subscription Price:

Investor	The maximum number of Subscription Shares
Yoncan	247,600,000
YSTEM	76,200,000
Beaming Light	46,200,000

1.2 If the allotment and issue of the maximum number of Subscription Shares to any Investor as set out in Clause 1.1 will cause the Issuer to be in breach of the Public Float Requirement (as defined below), the Issuer and the Investors shall as soon as reasonably practicable negotiate in good faith appropriate downward adjustment(s) to determine the final number of Subscription Shares to be allotted and issued to the Investor(s), provided that Yoncan will hold no less than 55% of the total issued Shares (as enlarged by the allotment and issue of the Subscription Shares) immediately after completion of the Subscription. For the avoidance of doubt, the Issuer is not obliged to adjust the number of Subscription Shares to be allotted and issued to each Investor by the same extent or in the same manner.

1.3 The Issuer undertakes to convene a general meeting of its shareholders (the "**EGM**") in accordance with its Articles of Association and the applicable requirements under the Listing Rules and the Takeovers Code as soon as reasonably practicable after the date of this Agreement at which the following resolutions with regard to this Agreement will be put to the Independent Shareholders (as defined in Clause 3.1.1):

1.3.1 that a Specific Mandate be granted to the directors of the Issuer for the issuance of up to 370,000,000 Subscription Shares (the "**Specific Mandate Resolution**"); and

1.3.2 that the Special Deal be approved (the "**Special Deal Resolution**").

1.4 For the purpose of this Agreement:

1.4.1 "**Business Day**" means a day on which the Stock Exchange is open for the transaction of business;

1.4.2 "**Listing Rules**" means the Rules Governing the Listing of Securities on the Stock Exchange;

1.4.3 "**PRC**" means the People's Republic of China (excluding for the purposes of this Agreement, the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan);

1.4.4 "**Public Float Requirement**" means the public float requirement under Rule 13.32B(1) of the Listing Rules, which stipulates at least 25% of the total number of Shares in issue shall be held by the public (as determined in accordance with Rule 8.24 of the Listing Rules);

1.4.5 a company is a "**subsidiary**" of another company, its "**holding company**", if that other company:

(i) holds a majority of the voting rights in it;

(ii) is a shareholder of it and has the right to appoint or remove a majority of its board of directors; or

(iii) is a shareholder of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it;

1.4.6 "**Stock Exchange**" means The Stock Exchange of Hong Kong Limited; and

1.4.7 "**Takeovers Code**" means the Hong Kong Code on Takeovers and Mergers issued by the Securities and Futures Commission.

2 Application for Listing

The Issuer shall, as soon as reasonably practicable, and in any event no later than five Business Days after (i) the close of the Mandatory General Offer; and (ii) (in the event allotment and issue of the maximum number of Subscription Shares will cause the Issuer to be in breach of the Public Float Requirement) the adjustments to be made (if any) pursuant to Clause 1.2 having been agreed by the Issuer and Investors in good faith, at its own cost, apply to the Stock Exchange for the listing of, and permission to deal in, the Subscription Shares and use reasonable endeavours to obtain such listing and such permission to deal by the Listing Committee of the Stock Exchange as soon as reasonably practicable, and shall inform the Investors as soon as reasonably practicable following the grant of the same.

3 Conditions Precedent

3.1 Completion of the Subscription and issue of the Subscription Shares on the terms and conditions of this Agreement ("**Completion**") is conditional on:

3.1.1 Specific Mandate

the Specific Mandate Resolution having been duly approved by the Issuer's independent shareholders (which will not include any shareholders who are required by the Listing Rules and/ or the Takeovers Code (as applicable) to abstain from voting) (the "**Independent Shareholders**") in accordance with requirements under the Listing Rules and the Takeovers Code (as applicable) at the EGM;

3.1.2 Special Deal

(i) the Special Deal Resolution having been duly approved by the Independent Shareholders at the EGM; and (ii) the Executive Director of the Corporate Finance Division of the Securities and Futures Commission or any delegate of the Executive Director (the "**Executive**") having granted consent under Rule 25 of the Takeovers Code in relation to the Special Deal, the conditions to such consent having been satisfied and such consent remaining in full force and effect;

3.1.3 Close of the Mandatory General Offer

the close of the Mandatory General Offer having occurred in accordance with the Takeovers Code;

3.1.4 Approval for listing

the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Subscription Shares (the "**Listing Approval**") and such approval not having been subsequently revoked or withdrawn;

3.1.5 Issuer regulatory approvals

all necessary internal and external approvals (including any approval required by the PRC regulatory authorities in connection with the Subscription (the "**Issuer Regulatory Approvals**") (if any)), authorisations, consents, filings and reports for the implementation or completion of the Subscription having been obtained or duly filed (as applicable) by the Issuer and such approvals and consents remaining in full force and effect;

3.1.6 Investor regulatory approvals

all necessary internal and external approvals (including that required by the PRC regulatory authorities in connection with the Subscription (if any)), authorisations, consents, filings and reports for the implementation or completion of the Subscription having been obtained or duly filed (as applicable) by each Investor and such approvals and consents remaining in full force and effect;

3.1.7 Compliance by the Issuer

on the Completion Date (as defined in Clause 4.1 below):

(i) the representations, warranties and undertakings of the Issuer set out in Clause 5.1 being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

(ii) the Issuer having performed or satisfied all of its agreements, undertakings and obligations under this Agreement to be performed on or before such date in all material respects;

3.1.8 Compliance by the Investors

on the Completion Date (as defined in Clause 4.1 below):

(i) the representations, warranties and undertakings of each Investor set out in Clause 5.2 being true, accurate and correct in all material respects and not misleading at, and as if made on, such date; and

(ii) each Investor having performed or satisfied all of its agreements, undertakings and obligations under this Agreement to be performed on or before such date in all material respects.

3.2 Responsibility for satisfaction

3.2.1 The Issuer shall use all reasonable endeavours to ensure satisfaction of the conditions set out in Clause 3.1 (the "**Conditions**") other than the Conditions contained in Clauses 3.1.2(ii), 3.1.3, 3.1.6 and 3.1.8 as soon as reasonably practicable.

3.2.2 Yoncan shall use all reasonable endeavours to ensure satisfaction of the Conditions set out in Clauses 3.1.2(ii) and 3.1.3 as soon as reasonably practicable.

3.2.3 Each Investor shall use all reasonable endeavours to ensure satisfaction of the Conditions set out in Clauses 3.1.6 and 3.1.8 as soon as reasonably practicable.

3.2.4 Each of the parties shall, at the request of the relevant regulatory authorities, furnish such information, supply such documents and do all such acts and things as may reasonably be required by such regulatory authorities in connection with the fulfilment of the Conditions.

3.3 Non-satisfaction/Waiver

3.3.1 The Issuer shall promptly give notice to the Investors (i) if it becomes aware that any of the Conditions set out in Clauses 3.1.1, 3.1.2(i), 3.1.4, 3.1.5 and 3.1.7 may not be satisfied and (ii) of the satisfaction of the Conditions set out in Clauses 3.1.1, 3.1.2(i), 3.1.4, 3.1.5 and 3.1.7 and provide copies of documents evidencing such satisfaction, where appropriate, in any event, within two Business Days of becoming aware of the same.

3.3.2 Yoncan shall promptly give notice to the Issuer (i) if it becomes aware that any of the Conditions set out in Clauses 3.1.2(ii) and 3.1.3 may not be satisfied and (ii) of the satisfaction of the Conditions set out in Clauses 3.1.2(ii) and 3.1.3 and provide copies of documents evidencing such satisfaction, where appropriate, in any event, within two Business Days of becoming aware of the same.

3.3.3 Each Investor shall promptly give notice to the Issuer (i) if it becomes aware that any of the Conditions set out in Clauses 3.1.6 and 3.1.8 may not be satisfied and (ii) of the satisfaction of the Conditions set out in Clauses 3.1.6 and 3.1.8 and provide copies of documents evidencing such satisfaction, where appropriate, in any event, within two Business Days of becoming aware of the same.

3.3.4 The Investors may, at their discretion and upon such terms as they think fit, unanimously waive compliance with the whole or any part of the Conditions set out in Clauses 3.1.5 and 3.1.7. The Issuer may, at its discretion and upon such terms as it thinks fit, waive compliance with the whole or any part of the Conditions set out in Clauses 3.1.6 and 3.1.8. For the avoidance of doubt, neither the Issuer nor the Investors may waive compliance with (i) the Conditions set out in Clauses 3.1.1 to 3.1.4 or (ii) any other Conditions in accordance with this Clause to the extent such waiver would render implementation of the Subscription illegal.

3.3.5 If the Conditions set out in Clause 3.1 are not satisfied or waived (as applicable) on or before 180 calendar days from the date hereof, either the Issuer or the Investors (acting unanimously) may in their sole and absolute discretion:

(i) terminate this Agreement (other than Clauses 10 to 14) in which case Clause 8.3 shall apply; or

(ii) effect Completion so far as practicable in accordance with Clause 4.

4 Completion

4.1 Completion Date

Subject to Clauses 8 and 4.5, Completion shall take place simultaneously for all Investors on the date which is five Business Days after the date on which all Conditions set out in Clause 3.1 (other than Clauses 3.1.7 and 3.1.8, the satisfaction or waiver shall take place on the Completion Date) have been fulfilled or waived in accordance with Clause 3, or such other date as agreed to in writing between the Issuer and the Investors (acting unanimously) (the "**Completion Date**").

4.2 Issuer board resolutions

On or before the Completion Date, the Issuer shall procure that its directors pass resolutions approving (and provide such relevant copies to the Investors) the Issuer entering into this Agreement, the allotment and issue to the Investors of the Subscription Shares, authorising the name of the Investors (or their respective nominees, as the case may be) to be entered into the register of members of the Issuer as respective holders of the Subscription Shares so allotted, and authorising the sealing of certificates in respect of such Shares (where applicable).

4.3 Issuer's obligations at Completion

Subject to each of the Investors having paid the aggregate Subscription Price in accordance with Clause 4.4, on the Completion Date, the Issuer shall:

4.3.1 issue and allot the Subscription Shares to the Investors (or their respective nominees, as the case may be) free and clear of all liens, charges, encumbrances, security interests or claims of third parties and credited as fully-paid on terms that they rank *pari passu* in all respects with the existing Shares (including, but not limited to, the right to rank in full for all distributions declared, paid or made by the Issuer after the allotment);

4.3.2 enter the name of the Investors (or their respective nominees, as the case may be) in the register of members of the Issuer as the registered holders of their respective Subscription Shares;

4.3.3 deliver to the Investors (or their respective nominees, as the case may be) definitive share certificates in respect of their respective Subscription Shares; and

4.3.4 deliver to the Investors a certified true copy by an authorised signatory of the Issuer of the Issuer's register of members as at the Completion Date evidencing the Investors' (or their respective nominees', as the case may be) holding of their respective Subscription Shares.

4.4 Investors' obligation at Completion

On the Completion Date, each Investor shall pay the aggregate Subscription Price (being an amount in HK$ equal to the product of the Subscription Price multiplied by the final number of Subscription Shares subscribed by each Investor) in Hong Kong dollars in immediately available funds to the following bank account or another bank account notified by the Issuer to the Investors in writing no later than two Business Days prior to the Completion Date:

Name:	Fineland Living Services Group Limited
Bank:	Bank of China (Hong Kong) Limited
Bank Account number:	012-742-1-027843-5
Bank Address:	1 Garden Road, Hong Kong
Swift Code:	BKCHHKHHXXX

4.5 Inter-conditional Completion

Completion is conditional upon simultaneous completion of the Subscription occurring in respect of all Investors on the Completion Date. If any Investor fails or is unable to complete its Subscription on the Completion Date for any reason, no other Investor shall be obliged to complete its respective Subscription on that date and the Issuer shall not be obliged to proceed with Completion on a partial basis in respect of any Investor. For the avoidance of doubt, Completion shall occur in respect of all Investors simultaneously or not at all.

5 Representations, Warranties, Undertakings and Indemnity

5.1 Representations, Warranties and Undertakings of the Issuer

The Issuer hereby represents, warrants and undertakes to the Investors that the following statements are true, accurate and not misleading:

5.1.1 Incorporation and capacity

the Issuer:

(i) is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(ii) is in material compliance with all laws and regulations to which it is subject;

(iii) is not in liquidation or receivership; and

(iv) has full power and authority to own its assets, to conduct its business, and to enter into and perform its obligations under this Agreement;

5.1.2 Validity of Agreement

this Agreement has been duly authorised, executed and delivered by the Issuer and constitutes valid and legally binding obligations of the Issuer enforceable against the Issuer in accordance with its terms;

5.1.3 Authorised share capital

the Issuer has, and will have at all relevant times, sufficient authorised but unissued share capital to satisfy the issue of the Subscription Shares;

5.1.4 Status of the Subscription Shares

the Subscription Shares, when issued and delivered in the manner contemplated by this Agreement:

(i) will be validly issued as fully-paid Shares;

(ii) will rank *pari passu* and carry the same rights and privileges in all respects among themselves and with Shares then in issue and shall be entitled to all dividends and other distributions declared, paid or made thereon;

(iii) will be free and clear of all liens, charges, encumbrances, security interests or claims of third parties and will not be subject to calls for further funds; and

(iv) will be duly listed, and admitted to trading, on the Main Board of the Stock Exchange;

5.1.5 estrictions

other than as set out in the Issuer's constitutional documents, there are no restrictions on the voting or transfer of any Shares or payment of dividends with respect to the Shares under applicable laws or regulations, or pursuant to any agreement or other instrument to which the Issuer is a party or by which it may be bound;

5.1.6 Listing

all of the currently outstanding Shares are listed on the Main Board of the Stock Exchange and the listing of the Shares has not been suspended, revoked or withdrawn by the Stock Exchange or cancelled (save for any temporary suspension in connection with the SPA, the Mandatory General Offer or this Agreement);

5.1.7 Consents

no consent, clearance, approval, authorisation, order, registration or qualification of or with any court, governmental agency or regulatory body having jurisdiction over the Issuer is required and no other action or thing is required to be taken, fulfilled or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) for the execution and delivery by the Issuer of this Agreement, the issue and delivery of the Subscription Shares, or the carrying out of the other transactions contemplated by this Agreement, except for all of those which have been, or will prior to the Completion Date be, obtained and are, or will on the Completion Date be, in full force and effect;

5.1.8 Compliance

the execution and delivery by the Issuer of this Agreement, the issue and delivery of the Subscription Shares, and the carrying out of the other transactions contemplated by this Agreement, subject to any adjustments as may be required and agreed upon under Clause 1.2, do not and will not:

(i) conflict with or result in a breach of any of the terms or provisions of, or constitute a default from time to time under the documents constituting the Issuer, or any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Issuer and its subsidiaries from time to time (the "**Group**") is a party or by which any of their respective assets are bound, other than any conflict, breach or default which does not and will not give rise to a Material Adverse Effect;

(ii) infringe any existing applicable law, rule, regulation, judgment, order, authorisation or decree of any government, governmental or regulatory body or court, domestic or foreign, having jurisdiction over the Issuer or any member of the Group or any of their respective assets;

(iii) infringe the rules of any stock exchange on which securities of the Issuer are listed; or

(iv) result in the Issuer being non-compliant with the Public Float Requirement,

except (a) the issue and subscription of the Subscription Shares shall be subject to (i) the Specific Mandate Resolution having been duly approved by the Independent

Shareholders at the EGM; (ii) the Listing Approval having been granted by the Listing Committee of the Stock Exchange and (iii) all necessary Issuer Regulatory Approvals (if any) having been obtained by the Issuer; and (b) the Special Deal shall be subject to the Special Deal Resolution having been duly approved by the Independent Shareholders at the EGM, the consent of the Executive of the Special Deal and the conditions to such consent having been satisfied;

5.1.9 Compliance with securities laws

save for (i) the Mandatory General Offer triggered by the transactions contemplated under the SPA; (ii) the Subscription; and (iii) the proposed issuance of 77,000,000 warrants, each carrying a right to subscribe for one Share at the exercise price of HK$0.5 to Mattar Hill Development X Limited, and the respective transactions contemplated thereunder, the Issuer is not in possession of information relating to, or to the securities of, the Issuer which has not been made public and which if it were made public would be likely to have a significant effect on the price (including the value) of such securities or information which is otherwise relevant information (as defined in section 245 of the Securities and Futures Ordinance (Cap.571)) in relation to the Issuer;

5.1.10 Use of proceeds

the use by the Issuer of the proceeds from the issue of the Subscription Shares will not violate any existing laws or regulations of any relevant jurisdiction;

5.1.11 No repurchases

the Issuer has not made any repurchases of shares in the 30-day period prior to the date of this Agreement,

and, for the purposes of this Clause 5.1 and Clause 8, "**Material Adverse Effect**" means a condition, a development or a circumstance which, individually or in aggregate, would have a material adverse effect on (a) the condition (financial or otherwise), prospects, results of operations, general affairs or assets of the Issuer and members of the Group taken as a whole; or (b) the ability of the Issuer to perform any of its obligations under this Agreement.

5.2 Representations, Warranties and Undertakings of the Investors

Each Investor, in respect of itself only and on a several (and not joint nor joint and several) basis hereby represents, warrants and undertakes to the Issuer that the following statements are true, accurate and not misleading:

5.2.1 Incorporation and capacity

The Investor:

(i) is a company duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(ii) is in material compliance with all laws and regulations to which it is subject;

(iii) is not in liquidation or receivership; and

(iv) has full power, capacity and absolute authority to own its assets, to conduct its business, and to enter into and perform its obligations under this Agreement.

5.2.2 Validity of Agreement

this Agreement has been duly authorised, executed and delivered by the Investor, and constitutes its valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

5.2.3 Independence

each of the Investors will pay the aggregate Subscription Price in respect of the Subscription Shares to be allotted and issued to it with its internal financial resources and none of the Investors is accustomed to take instructions from any other core connected person (as defined in the Listing Rules) in relation to the acquisition, disposal, voting or other disposition of any Shares registered in its name or otherwise held by it. Each of YSTEM and Beaming Light further represents that it shall not become a core connected person (as defined in the Listing Rules) of the Issuer immediately upon Completion.

5.3 Repetition

Subject to Clause 8, the representations, warranties and undertakings contained in, or given pursuant to, Clauses 5.1 and 5.2 shall be made on the date of this Agreement and be deemed to have been repeated on the Completion Date taking into account facts and circumstances subsisting on the Completion Date.

5.4 Reliance

5.4.1 The Issuer acknowledges that each Investor has entered into this Agreement in reliance on the representations, warranties and undertakings of the Issuer set out in this Agreement.

5.4.2 Each Investor acknowledges that the Issuer has entered into this Agreement in reliance on the representations, warranties and undertakings of each Investor set out in this Agreement.

5.5 Notice

The Issuer shall forthwith notify the Investors if, at any time prior to Completion, anything occurs which renders or may render untrue or incorrect in any material respect any of its representations, warranties and undertakings herein, and will forthwith take such steps as the Investors may reasonably require to remedy.

6 Post-closing Filings

The Issuer shall prepare and submit the filing report in relation to the Subscription and any transactions contemplated under this Agreement (the “**CSRC Filing Report**”) and any relevant supporting materials (including, but not limited to, the PRC legal opinion to be issued by the counsel for the Issuer on PRC laws, where applicable) (together with the CSRC Filing Report and including any amendments, supplements and/or modifications thereof, the “**CSRC Filings**”) to the China Securities Regulatory Commission (the “**CSRC**”) pursuant to the applicable requirements under the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC on 17 February 2023 (as amended, supplemented or otherwise modified from time to time, the “**CSRC Filing Rules**”).

The Issuer acknowledges and undertakes that in connection with the CSRC Filings to be made to the CSRC in respect of the Subscription, it and its directors shall:

(a) comply with the requirements under the CSRC Filing Rules in the preparation and submission of the CSRC Filings;

(b) ensure that all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will remain true, accurate and complete and not misleading, and that no material information or facts have been omitted or withheld; and

(c) ensure that (i) there are not and will not be any conflicting, inconsistent or materially different descriptions of facts contained in the CSRC Filings, (ii) the CSRC Filings contain and will contain detailed analysis on the fulfillment of Article 15 of the CSRC Filing Rules and descriptions of all material events as required to be reported pursuant to the CSRC Filing Rules or other applicable laws, regulations and rules, and (iii) the CSRC Filings and all other documents filed with the CSRC or issued by or on behalf of the Issuer in connection with the Subscription and any transactions contemplated by this Agreement do not and will not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of the PRC.

7 Taxes

All payments due from the Investors or the Issuer under this Agreement are to be made in Hong Kong dollars and are stated exclusive of any forms of taxes whether income taxes, withholding taxes, value added taxes, goods and services taxes, business or services taxes or similar taxes and all penalties, charges, costs and interest relating thereto, whenever or wherever imposed (whether imposed by way of withholding or deduction for or on account of tax or otherwise), other than taxes imposed in respect of net income by a taxing jurisdiction wherein the recipient is incorporated or resident for tax purposes.

8 Termination

8.1 Investors' Ability to Terminate

If at any time prior to Completion:

8.1.1 the Issuer is in material breach of its obligations under this Agreement;

8.1.2 the Issuer is in breach of any representation, warranties or undertakings given by it in this Agreement in any material respect;

8.1.3 the allotment of the maximum number of Subscription Shares to the Investors will cause the Issuer to be in breach of the Public Float Requirement and the Issuer and the Investors fail to agree on adjustment(s) to the number of Subscription Shares in accordance with Clause 1.2;

8.1.4 there shall develop, occur, exist or come into effect a suspension of dealings in any of the Shares or listing of any of the Shares on the Stock Exchange (save for any temporary suspension in connection with the SPA, the Mandatory General Offer or this Agreement);

8.1.5 a statute, rule, regulation, order, decree, ruling or injunction has been enacted, entered, promulgated, endorsed, threatened or is pending by or before any governmental entity or regulatory authority which in any material respect restricts, prohibits or threatens to restrict or prohibit the consummation of any of the transactions contemplated by this Agreement;

8.1.6 there is any change which gives rise to a Material Adverse Effect; or

8.1.7 there shall have occurred any of the following:

(i) a suspension or material limitation in trading in securities generally on the Stock Exchange; or

(ii) a general moratorium on commercial banking activities in Hong Kong declared by the relevant authorities, or a material disruption in commercial banking or securities settlement or clearance services in Hong Kong;

then the Investors shall be entitled (but not bound) by unanimous written notice to the Issuer to elect to treat such event, breach or failure as terminating this Agreement notwithstanding any other provisions of this Agreement.

8.2 Issuer's Ability to Terminate

If at any time prior to Completion:

8.2.1 any Investor is in material breach of its obligations under this Agreement; or

8.2.2 any Investor is in breach of any representation, warranties or undertakings given by it in this Agreement in any material respect; or

8.2.3 the allotment of the maximum number of Subscription Shares to the Investors will cause the Issuer to be in breach of the Public Float Requirement and the Issuer and the Investors fail to agree on adjustment(s) to the number of Subscription Shares in accordance with Clause 1.2;

then the Issuer shall be entitled (but not bound) by written notice to the Investors to elect to treat such event, breach or failure as terminating this Agreement notwithstanding any other provisions of this Agreement.

8.3 Consequences of Termination

Upon notice being given by the Investors or the Issuer (as the case may be) pursuant to Clause 3.3.5 or 8.1 or 8.2, this Agreement (other than Clauses 10 to 14) shall terminate and be of no further effect and no party shall be under any liability to any other in respect of this Agreement (other than Clauses 10 to 14), except that termination does not affect any party's accrued rights and obligations at the date of termination.

9 Survival of Representations and Obligations

The representations, warranties, agreements, undertakings and indemnities in this Agreement shall continue in full force and effect despite completion of the arrangements for the Subscription and issue of the Subscription Shares or any investigation made by or on behalf of any Investor.

10 Communication

10.1 Addresses

Any communication shall be given by letter or e-mail in the case of notices to the Issuer, to it at:

FINELAND LIVING SERVICES GROUP LIMITED
Address: Unit B, 17/F., United Centre 95 Queensway, Admiralty, Hong Kong

Attention: Mr. Han Shuguang

E-mail: faster@fydc.cn

and in the case of notices to the Investors at:

YONCAN CO., LTD.
Address:

1804, 18/F, OfficePlus at Wan Chai, 303 Hennessy Road, Wan Chai, Hong Kong

Attention: Mr. Gong Weili

E-mail: william@verycloud.cn

YSTEM OVERSEAS LIMITED
Address: Workshop 60, 3/F, Block A, East Sun Industrial Centre, No. 16 Shing Yip Street, Kowloon

Attention: Mr. Deng Han

E-mail: jesse.deng@ystemcapital.com

BEAMING LIGHT HOLDINGS LIMITED
Address: Unit B, 17/F., United Centre 95 Queensway, Admiralty, Hong Kong

Attention: Mr. Chen Xi

E-mail: 536299@qq.com

10.2 Effectiveness

Any such communication shall take effect, in the case of a letter delivered by hand, registered post or courier, at the time of delivery, and in the case of e-mail, at the time of sending provided that receipt shall not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

11 Governing Law and Jurisdiction

11.1 Governing law

This Agreement, as to which time shall be of the essence, shall be governed by and construed in accordance with Hong Kong law.

11.2 Dispute resolution

11.2.1 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

11.2.2 The law of this arbitration clause shall be Hong Kong law.

11.2.3 The seat of arbitration shall be Hong Kong.

12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

13 Confidentiality

13.1 Confidentiality

13.1.1 Subject to Clause 13.1.2, each of the Issuer and the Investors shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to:

(i) the existence and the provisions of this Agreement and of any agreement entered into pursuant to this Agreement; and

(ii) the negotiations relating to this Agreement (and any such other agreements).

13.1.2 Clause 13.1.1 shall not prohibit disclosure or use of any information if and to the extent:

(i) the disclosure or use is required by law, any governmental or regulatory body or the rules of any stock exchange on which the shares of any party (or their holding company) are listed (including but not limited to the Listing Rules and the Takeovers Code);

(ii) the disclosure or use is required for the purpose of any arbitral or judicial proceedings arising out of this Agreement;

(iii) the disclosure is made to the professional advisers of any party on a need-to-know basis; or

(iv) the other parties have given prior written approval to the disclosure or use,

provided that prior to disclosure or use of any information pursuant to this Clause 13.1.2, the party concerned shall, where not prohibited by law, promptly notify the other parties of such requirement with a view to providing the other parties with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

14 Miscellaneous

14.1 Several liability

The obligations of each Investor under this Agreement shall be on a several basis. For the avoidance of doubt, each Investor will be responsible under this Agreement on a several (and not joint nor joint and several) basis only for its own obligations or liabilities and will not be responsible in any manner for any obligations or liabilities of any other Investor. None of the Investors will be liable for any failure on the part of any other Investors to perform its obligations under this Agreement. Notwithstanding the foregoing, each Investor shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any other Investors.

14.2 Further assurances

Each party hereto undertakes to execute and perform such further documents and acts as the other parties may reasonably require to give effect to the provisions of this Agreement.

14.3 Entire agreement

This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement amongst the parties in relation to the matters dealt with in this Agreement.

14.4 Variation of this Agreement

No variation to this Agreement shall be valid unless it is in writing and signed by and on behalf of the parties hereto.

14.5 Third party rights

A party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of, or enjoy any benefit under, this Agreement.

This Agreement has been entered into on the date stated at the beginning.

SIGNED by **Han Shuguang** for and on behalf of **FINELAND LIVING SERVICES GROUP LIMITED**	}	Signature

SIGNED by **Gong Weili**
for and on behalf of
Yoncan Co., Ltd.

Signature

SIGNED by **Deng Han**
for and on behalf of
YSTEM OVERSEAS LIMITED

Signature

SIGNED by **Chen Xi**
for and on behalf of
BEAMING LIGHT HOLDINGS LIMITED

}

Signature