

DATE: 2ND JUNE 2017

NEW SPORTS GROUP LIMITED
(as Company)

and

CHINA GOLDJOY SECURITIES LIMITED
(as Placing Agent)

PLACING AGREEMENT
for
one-year 12% coupon straight bonds
in an aggregate principal amount of up to a maximum amount of
HK\$130,000,000 in multiple tranches of
New Sports Group Limited

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Execution

Schedule

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THIS AGREEMENT is made on 2nd June 2017

BETWEEN:-

- (1) **NEW SPORTS GROUP LIMITED**, an exempted company with limited liability incorporated under the laws of Cayman Islands and whose registered office is at CRICKET SQUARE, HUTCHINS DRIVE, P.O. BOX 2681, GRAND CAYMAN, KY1-1111, CAYMAN ISLANDS and the head office and principal place of business in Hong Kong is at Unit 2602, Tower One, Lippo Centre, Admiralty, Hong Kong (the “**Company**”) and
- (2) **CHINA GOLDJOY SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability and whose registered office is at 1704, 17/F, Infinitus Plaza, 199 Des Voeux Road Central, Hong Kong (the “**Placing Agent**”).

WHEREAS:

- (A) The Company has at the date of this Agreement an authorised share capital of HK\$200,000,000 divided into 80,000,000,000 Shares of which 34,052,135,118 Shares have been issued and are fully paid up or credited as fully paid up.
- (B) The Company intends to issue the Bonds (as defined below), with a tenure of one (1) year at a coupon rate of 12% in an aggregate principal amount of up to a maximum of HK\$130,000,000 in multiple tranches of a minimum denomination of HK\$1,000,000 each with an early redemption by the Company after first 6 months.
- (C) The Company has agreed to appoint the Placing Agent (as defined below) and the Placing Agent has agreed to act as a placing agent, on a best effort basis, for the purposes of arranging the subscribers for the subscription of the Bonds up to an aggregate principal amount of HK\$130,000,000 on the terms and subject to the conditions contained in this Agreement.
- (D) In consideration of the Placing Agent agreeing to enter into this Agreement on the terms set out herein, the Company has agreed to, among other matters, give certain representations, warranties and undertakings for the benefit of the Placing Agent.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including the Recitals), the following expressions shall, unless the context otherwise requires, have the following meanings:

| | |
|-----------------------|--|
| “ Agreement ” | this placing agreement (including its Recitals and Schedules), as amended or supplemented from time to time; |
| “ Associates ” | has the meaning ascribed thereto in the Listing Rules; |
| “ Bondholder ” | a person in whose name a Bond is registered in the |

register of Bondholders, and **“Holder”** in relation to a Bond has a corresponding meaning;

| | |
|----------------------------|--|
| “Bonds” | the one-year 12% coupon straight bonds in the aggregate principal amount of up to a maximum of HK\$130,000,000 in multiple tranches of a minimum denomination of HK\$1,000,000 each to be placed pursuant to this Agreement and to be created by the Instrument or, as the context may require, any part of the principal amount, which may be transferred or assigned to any third party; |
| “Business Day” | any day (excluding a Saturday, Sunday and public holiday) on which banks in Hong Kong are generally open for business throughout their normal business hours; |
| “Certificate(s)” | the certificate(s) in or substantially in the form set out in Schedule 1 of the Instrument issued in the name of the Holder(s) of one or more Bonds; |
| “Completion” | completion of the subscription of each tranche of the Bonds pursuant to Clause 5 and the Schedule 3; and “Completion Date” means the date of such completion; |
| “Completion Notice” | a notice in writing to be issued and served by the Placing Agent to the Company substantially in the form set out in Schedule 4 (subject to such amendments as the Placing Agent and the Company may reasonably agree in writing); |
| “Conditions” | the terms and conditions endorsed on the Bonds in definitive form as they may from time to time be modified in accordance with their provisions and/or of the Instrument, and reference in this Agreement to a particular numbered Condition shall be construed accordingly; |
| “Group” | the Company and its subsidiaries and “Group Company” , “Members of the Group” and cognate expressions shall be construed accordingly; |
| “Hong Kong” | the Hong Kong Special Administrative Region of the People’s Republic of China; |
| “Instrument” | the instrument to be executed by the Company by way of a deed poll constituting the Bonds substantially in the form set out in Schedule 1 (subject to such amendments as the Placing Agent and the Company may reasonably agree in writing), together with the schedules (as from |

time to time altered in accordance with the instrument) and any other document executed in accordance with the instrument (as from time to time so altered) and expressed to be supplemental to the instrument;

| | |
|-------------------------|--|
| “Issue Price” | the issue price of the Bonds, which shall be 100% of the principal amount of the Bonds; |
| “Listing Rules” | the Rules Governing the Listing of Securities on the Stock Exchange; |
| “Placee” | any person or entity to whom the Placing Agent or its agents shall procure or, as the case may be, shall have procured to subscribe for the Bonds; |
| “Placing” | the offer by way of a private placing of the Bonds in registered form to (save as provided in Clause 3.4(a)) selected independent individuals, corporate, institutional investors or other investors on the terms of this Agreement; |
| “Placing Period” | has the meaning ascribed in Clause 3.2; |
| “Placing Letter” | the letter of confirmation of the terms of placing of the Bonds to a Placee in the agreed form; |
| “SFC” | the Securities and Futures Commission of Hong Kong; |
| “Shareholders” | the holders of the Shares; |
| “Shares” | the existing ordinary shares of par value of HK\$0.0025 each of the Company and where applicable, the term shall also include shares of any class or classes resulting from any subdivision, consolidation or re-classification of those shares and a “Share” shall refer to each and any one of such shares; |
| “Stock Exchange” | The Stock Exchange of Hong Kong Limited; |
| “Warranties” | the representations, warranties and undertakings under Clauses 6 and 7 and Schedule 2; |
| “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong; and |
| “%” | per cent. |

1.2 In this Agreement:

- (a) references to costs, charges, remuneration or expenses shall include any value added tax, turnover tax or similar tax charged in respect thereof;
- (b) words denoting the singular number only shall include the plural number also and vice versa;
- (c) words denoting one gender only shall include the other genders and the neuter and vice versa;
- (d) words denoting persons shall include individuals, firms and corporations and vice versa;
- (e) references to any provision of any statute (including the Listing Rules) shall be deemed also to refer to any modification or re-enactment thereof or any instrument, order or regulation made thereunder or under such modification or re-enactment;
- (f) references to Clauses, Sub-clauses and Schedules are to clauses and sub-clauses of and the schedules to this Agreement; and
- (g) references to Paragraphs are to the paragraphs of the Schedule or Sub-clause in which the reference appears, reference to Sub-paragraphs are to the sub-paragraphs of the Paragraph in which the reference appears.

1.3 Headings shall be ignored in construing this Agreement.

1.4 The Recitals and Schedules are part of this Agreement and shall have effect accordingly.

2. CONDITIONS PRECEDENT

2.1 The obligations of the Placing Agent under this Agreement in respect of the issue of each tranche of the Bonds are conditional upon the following conditions being fulfilled (or, as the case may be, waived by the Placing Agent):

- (a) none of the Warranties under this Agreement having been breached in any material respect (or, if capable of being remedied, has not been remedied), or is misleading or untrue in any material respect; and
- (b) a Completion Notice for such tranche of the Bonds having been duly served by the Placing Agent.

2.2 The Placing Agent may at any time waive in writing the condition specified in Clause 2.1(a). The condition specified in Clause 2.1(b) is incapable of being waived. If the condition referred to in Clause 2.1(a) is not fulfilled (or waived by the Placing Agent) at or before 4:00 p.m. (Hong Kong time) on the Completion Date set out in the relevant Completion Notice or such later time or date as may be agreed between the Placing Agent and the Company in writing, the Placing Agent may, at any time, terminate its obligations with respect to the tranche of the Bonds to which the Completion Notice relates by notice in writing to the Company, whereupon the

obligations of the Placing Agent with respect to such tranche of the Bonds shall forthwith cease and terminate and neither the Company nor the Placing Agent shall have any claim against each other, save for any antecedent breach hereof.

3. PLACING OF THE BONDS

- 3.1 Subject to the conditions in Clause 2.1 being fulfilled (or, as the case may be, waived by the Placing Agent), the Company shall on each Completion create and issue the Bonds and in the first Completion only, execute the Instrument and the Placing Agent shall procure subscribers for the Bonds in accordance with the provisions set out in Clause 3.2.
- 3.2 Subject to the provisions of this Agreement, the Company hereby appoints the Placing Agent to the exclusion of others as the sole placing agent for the Bonds and the Placing Agent, relying on the representations, warranties and undertakings herein contained and subject as hereinafter mentioned, agrees to act as the sole agent for the Company during the period between the date of this Agreement and the date falling 365 calendar days after the date of the signing of this Agreement (or such other date as may be agreed by the parties in writing) (the “**Placing Period**”) to procure Placees to subscribe for the Bonds in multiple tranches, on a best efforts basis, at the Issue Price. The amount of the Bonds to be issued shall be an amount that is an integral multiple of HK\$1,000,000; and (ii) the maximum aggregate amount of the Bonds to be placed shall not exceed HK\$130,000,000.
- 3.3 The Bonds shall be offered to Placees in an aggregate principal amount of up to a maximum of HK\$130,000,000. The choice of Placees for the Bonds and the amount of the Bonds to be allocated to any particular Placee of up to the maximum principal amount of the Bonds agreed to be placed by the Placing Agent under Clause 3.2 shall be determined by the Placing Agent at its sole discretion subject to the requirement that, subject to Clause 3.4(a), such Placee shall be an independent institutional, corporate or private investor not connected to any of the directors, chief executives management shareholders or substantial shareholders of the Company or any of their subsidiaries or any of their respective Associates and subject to the requirements of the Listing Rules and any objection the Stock Exchange may have to any particular person or company being a Placee.
- 3.4 The Placing Agent shall use its best endeavours to ensure that:
- (a) It, and each of the sub-placing agents and selling agents or any agents appointed by it pursuant to Clause 4.3 below, will not offer or place any of the Bonds to or with any person which is a connected person (as that expression is defined in the Listing Rules) of the Company (other than in a situation where the consent from the Stock Exchange has been obtained and in compliance with the Listing Rules);
 - (b) the Placing shall only be conducted in Hong Kong and shall comply with all the applicable restrictions and requirements under the Listing Rules; and
 - (c) the terms of the Placing Letter will not be in breach of the terms of this Agreement.

4. AUTHORITY OF PLACING AGENT

- 4.1 The Company hereby confirms that the appointment of the Placing Agent pursuant to Clause 3.2 and confers on the Placing Agent all necessary powers, authorities and discretions on behalf of the Company which are necessary for or reasonably incidental to, the making of the Placing.
- 4.2 The Company hereby acknowledges that in performing its functions under this Agreement, the Placing Agent is authorised to appoint one or more sub-placing agent and selling agents and that such sub-agents and agents shall be agents of the Company in despatching documents and offering the Bonds to Placees and, subject to due compliance with all the terms of this Agreement, the Company hereby agrees and confirms that it shall on demand ratify and approve all actions lawfully taken or to be taken by such agents and sub-agents or in connection with the Placing in accordance with this Agreement. All fees of such sub-agents and agents shall be paid and borne absolutely by the Placing Agent. The Placing Agent may enter into any agreements with any of the sub-agents and agents (as the case may be) for such purpose.
- 4.3 Without prejudice to Clause 4.1, neither of the Placing Agent nor any of the selling agents or sub-placing agent appointed by it pursuant to Clause 4.2 shall have any authority to make any representation or warranty on behalf of the Company in connection with the Placing other than to inform the Placees of the Warranties in Clause 6 and Schedule 2 and information and statements in any announcement or circular to the Shareholders in connection with the transactions contemplated under this Agreement.
- 4.4 The Placing Agent hereby represents, warrants and undertakes to the Company that:
- (a) it has not offered or sold and will not offer or sell any of the Bonds in breach of any applicable statute or legislation, and it has not distributed and shall not distribute any document relating to the offering of the Bonds which would constitute a prospectus of the Company under applicable legislation;
 - (b) subject to Clause 3.4(a), it shall procure each Placee to confirm in writing that it, and (if applicable) its beneficial owners, is not a connected person of the Company and is independent of and not connected to any of the directors, chief executives, management shareholders or substantial shareholders of the Company or any of their subsidiaries or any of their respective Associates;
 - (c) it will make available and promptly supply, or procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange, the SFC and/or any other regulatory authority all information in relation to itself and the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority; and
 - (d) it will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange in relation to the Placing

(for the purposes of this Clause 4.4, “**chief executive**” and “**substantial shareholder**” shall have the same meaning ascribed thereto respectively under the Listing Rules and “**connected person**” shall have the same meaning ascribed thereto under of the Listing Rules).

5. COMPLETION

Each Completion shall take place at the head office and principal place of business of the Company in Hong Kong at 4:00 p.m. (Hong Kong time) on the date set out in each Completion Notice which shall be a Business Day (or such later time and date as the Placing Agent and the Company may agree in writing). At Completion, each party shall perform its respective obligations set out in Schedule 3.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Company represents, warrants and undertakes with the Placing Agent in the terms set out in this Clause 6.

6.2 The Company agrees and acknowledges that the Placing Agent is entering into this Agreement in reliance on the Warranties.

6.3 All Warranties are deemed to be made on the date of this Agreement and repeated and on each Completion. The Company undertakes to notify the Placing Agent upon it becoming aware prior to Completion of any event which could reasonably be expected as indicating that any of the Warranties may be or may have been incorrect, misleading or breached in any material respect.

7. UNDERTAKINGS

7.1 The Company hereby undertakes with the Placing Agent that the Company shall create, allot and issue the Bonds and shall issue Certificates in respect of the Bonds in accordance with the provisions of this Agreement and the Instrument.

7.2 Without prejudice to the foregoing obligations, the Company undertakes with the Placing Agent that it shall do all such other acts and things as may reasonably be required by the Placing Agent to be done by it to carry into effect the Placing in accordance with the terms thereof and the terms of this Agreement and the Instrument.

8. PAYMENT OF FEES, COMMISSIONS AND EXPENSES

8.1 In consideration of the services of the Placing Agent in relation to the Placing of the Bonds, the Company shall pay to the Placing Agent a placing commission equal to 2.0% of the Issue Price multiplied by such principal amount of the Bonds actually placed by the Placing Agent pursuant to Clause 3.2, out of which the Placing Agent will meet its selling concession and sub-placing commission obligations (if any) and any other out-of-pocket expenses.

8.2 The placing commission in relation to the Placing of the Bonds which are referred to in Clause 8.1 shall become payable on each relevant Completion. The Placing Agent is hereby authorised to deduct the amount due from the Company to it pursuant to

Clause 8.1 from the payment to be made by it to the Company under Clause 2 of the Schedule 3 of this Agreement.

9. **TERMINATION**

9.1 The Placing Agent may, by notice to the Company given at any time prior to expiry of the Placing Period, terminate this Agreement if, in the reasonable opinion of the Placing Agent, the success of the Placing contemplated hereunder would be materially and adversely affected by:

- (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the absolute opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Placing; or
- (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Placing Agent materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and makes it inexpedient or inadvisable to proceed with the Placing; or
- (iii) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of the Placing Agent is likely to materially or adversely affect the success of the Placing or otherwise makes it inexpedient or inadvisable to proceed with the Placing; or
- (iv) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (v) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 15 consecutive Business Days, excluding any suspension in connection with the clearance of the announcement, circular or other documents in connection with the subscription contemplated hereunder; or
- (vi) any material breach of any of the Warranties that comes to the knowledge of the Placing Agent.

9.2 If at any time prior to expiry of the Placing Period, any such notice as is referred to above is given by the Placing Agent, the obligations of all parties under this Agreement shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

9.3 Termination of this Agreement under this Clause 9 shall be without prejudice to any rights of any party in respect of any breach by the other prior to such termination.

10. FURTHER ASSURANCE

The Company undertakes to the Placing Agent to execute or procure to be executed all such documents and to do or procure to be done all such other acts and things as may be reasonable and necessary to give all parties the full benefit of this Agreement.

11. RESTRICTIONS ON ANNOUNCEMENTS

11.1 Each of the parties hereto undertakes that it will not at any time (save as required by law or any rule of any relevant stock exchange or regulatory body) make any announcement in connection with this Agreement unless the other parties hereto shall have given their respective consents to such announcement (which consents may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases and may be subject to conditions).

11.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the Listing Rules, the applicable law and regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority.

12. PARTIAL INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect in Hong Kong jurisdiction, the legality, validity and enforceability in Hong Kong jurisdiction or of the remaining provisions of this Agreement shall not be affected or impaired thereby.

13. ASSIGNMENT

This Agreement shall be binding on and endure for the benefit of the successors of each of the parties and should not be assignable.

14. CONTINUING EFFECT OF AGREEMENT

Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion and all Warranties and other representations and warranties and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

15. GENERAL

15.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the

consent of any third person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

- 15.2 This Agreement supersedes all and any previous agreements, arrangements or understanding between the parties relating to the matters referred to in this Agreement and all such previous agreements, understanding or arrangements (if any) shall cease and determine with effect from the date hereof and neither party shall have any claim in connection therewith.
- 15.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter (no party having relied on any representation or warranty made by any other party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the parties.
- 15.4 Time shall be of the essence of this Agreement but no failure by any party to exercise, and no delay on its part in exercising any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against the other. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 15.5 The exercise by the Placing Agent or any Bondholder of any right or remedy against, and the waiver of any right of or remedy in favour of, any person shall not release or be deemed to be a waiver of the obligations of any other person, whether such other person is under a joint, joint and several or several obligation towards the Placing Agent and/or the Bondholder.

16. NOTICES

- 16.1 Any notice claim, demand, court process, document or other communication to be given under this Agreement (collectively “**communication**” in this Clause) shall be in writing in the English language and may be served or given personally or sent to the facsimile numbers (if any) of the relevant party and marked for the attention and/or copied to such other person as specified in Clause 16.4.
- 16.2 A change of address or facsimile number of the person to whom a communication is to be addressed or copied pursuant to this Agreement shall not be effective until five days after a written notice of change has been served in accordance with the provisions of this Clause 16 on all other parties to this Agreement with specific reference in such notice that such change is for the purposes of this Agreement.
- 16.3 All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

Means of despatch

Time of deemed receipt

| | |
|-----------------------|-------------|
| Local mail or courier | 24 hours |
| Facsimile | on despatch |
| Air courier/Speedpost | 3 days |

Airmail

5 days

- 16.4 The initial addresses and facsimile numbers of the parties for the service of communications, the person for whose attention such communications are to be marked and the person to whom a communication is to be copied are as follows:

If to the Company:

Address: Unit 2602, 26/F., Tower One, Lippo Centre, No. 89
Queensway, Admiralty, Hong Kong

Facsimile no.: (852) 2877 8080

Attention: The Chief Financial Officer and Company Secretary

If to the Placing Agent:

Address: Unit 1704-06, 17/F., Infinitus Plaza, 199 Des Voeux
Road Central, Hong Kong

Facsimile no.: (852) 2813 6618

Attention: The Responsible Officers

- 16.5 A communication served in accordance with this Clause 16 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a report of satisfactory transmission printed out by the sending machine.

- 16.6 Nothing in this Clause shall preclude the service of communication or the proof of such service by any mode permitted by law.

17. GOVERNING LAW

- 17.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law.

- 17.2 The courts of Hong Kong are to have the sole jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly any legal action or proceedings arising out of or in connection with this Agreement may be brought in such courts.

18. COUNTERPARTS

This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an

original but all of which shall constitute one and the same instrument and is binding on all parties.

AS WITNESS where of this Agreement has been duly executed on the date first above written.

THE COMPANY

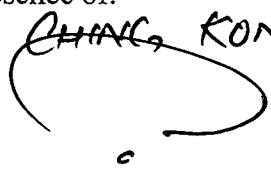
SIGNED by)

for and on behalf of)

NEW SPORTS GROUP LIMITED)

in the presence of:)

FONG CHANG KONG)



THE PLACING AGENT

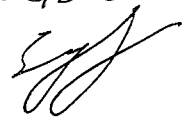
SIGNED by)

for and on behalf of)

CHINA GOLDJOY SECURITIES LIMITED)

in the presence of:)

EUGENE LEF)



SCHEDULE 1

The Instrument

SCHEDULE 2

The Warranties

In consideration of the Placing Agent entering into this Agreement and agreeing to perform its obligations hereunder, the Company hereby warrants and represents to and for the benefit of the Placing Agent as follows:

1. General

All statements in paragraph (A) of the Recitals are true and correct in all material respects as at the date of this Agreement.

2. The Agreement and the Bonds

- 2.1 The Company has power to enter into and perform this Agreement and this Agreement will, when executed, constitute binding obligations on the Company in accordance with its terms.
- 2.2 Subject to the fulfillment of the conditions precedent set out in Clause 2.1, the creation and issue of the Bonds have been authorised by the Company and, when executed, authenticated, issued and delivered in accordance with this Agreement, the Bonds will constitute valid and legally binding obligations of the Company against the Company enforceable in accordance with their own terms.
- 2.3 The execution and delivery of this Agreement, the issue of the Bonds and the consummation of the transactions in this Agreement do not, and will not, at the time of execution and delivery or issue (as the case may be), (i) contravene the memorandum of association and articles of association of the Company in any way; or (ii) infringe any existing applicable statute.

SCHEDULE 3

Completion requirements

1. Obligations of the Company

At each Completion, the Company shall deliver to the Placing Agent:

- (a) a copy of the Instrument executed by the Company;
- (b) the Certificates for the Bonds having been executed in accordance with the terms of the Instrument; and
- (c) (in respect of the first Completion) a copy of the board resolutions of the Company approving this Agreement, the Instrument and the Certificates for the Bonds, and all transactions contemplated thereunder.

2. Obligation of the Placing Agent

The Placing Agent shall, upon fulfilment by the Company of all of its obligations in this Schedule, settle with the Company in the manner as agreed between the Company and the Placing Agent for the principal amount of the Bonds placed by it (subject to deductions for the commissions, fees and expenses payable by the Company under Clause 8).

SCHEDULE 4

Completion Notice

Date:

To: New Sports Group Limited
Unit 2602, 26/F Tower One, Lippo Centre
No. 89 Queensway, Admiralty
Hong Kong
Attention: The Board of Directors

Dear Sirs,

We refer to the placing agreement (the “**Placing Agreement**”) dated 2 June 2017 entered into between New Sports Group Limited and China Goldjoy Securities Limited. Terms defined in the Placing Agreement have the same meanings when used in this notice.

This notice constitutes the Completion Notice referred to in Clause 2.1(b) of the Placing Agreement.

We hereby irrevocably give notice to your Company that Completion in respect of the Placing of the Bonds shall take place on the Completion Date stated below:

Completion Date¹ : [*]

The aggregate principal amount of Bonds to be issued : HK\$[*]

Name and address of the person/entity to hold the Bonds issued on Completion and the principal amount of Bonds to be issued to each person/entity :

| Name | Address | Principal amounts (HK\$) |
|------|---------|--------------------------|
| [*] | [*] | [*] |
| [*] | [*] | [*] |

Yours faithfully,

For and on behalf of
China Goldjoy Securities Limited

Name:
Title: Director

¹ This must be a date that is within two (2) Business Days from the date on which this Completion Notice is served on the Company, or waived by the Company.