Dated the 20th day of October 2016

Sparkle Roll Holdings Limited
and
北京耀萊投資有限公司
(Beijing Sparkle Roll Investment Limited)
(as Vendors)

Mr. QI Jian Hong (綦建虹)
(as Guarantor)

and

Sparkle Roll Group Limited
(耀萊集團有限公司)
and
北京耀萊新天地商業發展有限公司
(Sparkle Roll Xin Tian Di Commerce Development Limited)
(as Purchasers)

Sale and Purchase Agreement

relating to

Shares in Bang & Olufsen A/S
and
Equity Interest in Balanorm Beo (Beijing) Trading Development Limited
(衡准寶聲（北京）貿易發展有限公司)

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THIS AGREEMENT is dated the 20th day of October 2016

BETWEEN:

(1) The following entities (collectively the "**Vendors**"):

(a) **Sparkle Roll Holdings Limited**, a BVI business company incorporated in the BVI with company no. 1046407 and whose registered office is at P. O. Box 3444, Portcullis TrustNet Chambers, Road Town, Tortola, BVI ("**Offshore Vendor**" or, with reference to the Offer, "**Offeror**");

(b) 北京耀萊投資有限公司 **(Beijing Sparkle Roll Investment Limited)**, a company established in the PRC with limited liability (holder of business licence no. 110101011408900) whose legal address is at 中国北京市朝阳区幸福二村 40 号楼 4 层 40-241 ("**Onshore Vendor**");

(2) **Mr. QI Jian Hong (綦建虹)**, a PRC national (holder of PRC identity card number 110101196706282017) residing at 中国北京市东城区安德路 55 号 27 栋 206 号 ("**Guarantor**"); and

(3) The following entities (collectively the "**Purchasers**"):

(a) **Sparkle Roll Group Limited (耀萊集團有限公司)**, a company incorporated under the laws of Bermuda having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and whose shares are listed and traded on the Main Board of the HK Stock Exchange (stock code: 970) ("**Listco**"); and

(b) 北京耀萊新天地商業發展有限公司 **(Sparkle Roll Xin Tian Di Commerce Development Limited)**, a company established in the PRC with limited liability (holder of business licence no. 91110228551414760H) whose legal address is at 中国北京市密云区河南寨镇密顺路 18 号产业基地办公楼 420 室- 49 ("**Onshore Purchaser**).

WHEREAS:

(A) The Guarantor is the sole beneficial owner of the Offshore Vendor and the Onshore Vendor. The Guarantor is also the single largest shareholder of Listco, owning 863,088,000 issued Listco Shares, which constitute about 28.96% of the total issued Listco Shares as at the date hereof.

(B) The Onshore Purchaser is a direct or indirect wholly-owned subsidiary of Listco.

(C) B&O is the manufacturer of the "Bang & Olufsen" and "B&O PLAY" branded audio and visual consumer electronics products. Through the Offshore Vendor and other entities controlled by him, the Guarantor indirectly owns 8,923,544 B&O Shares, constituting about 20.66% of the total B&O Shares.

(D) The PRC JV is an equity joint venture formed by Listco and the Guarantor. The PRC JV is a non-exclusive retailer of "B&O PLAY" branded audio and visual consumer electronics products in the PRC.

(E) Through the Onshore Vendor, the Guarantor indirectly owns the Sale Equity, being 49% of the entire paid up capital in the PRC JV.

(F) Listco indirectly owns 51% of the entire paid up capital in the PRC JV.

(G) Subject to and upon the terms and conditions of this Agreement,

(1) the Offshore Vendor has agreed to sell and Listco has agreed to acquire the Sale Shares, constituting about 15.09% of the total B&O Shares; and

(2) the Onshore Vendor has agreed to sell and the Onshore Purchaser has agreed to acquire the Sale Equity, which will result in Listco indirectly owing 100% of the paid up capital in the PRC JV.

(H) The Consideration will be settled by the issue and allotment of the Consideration Shares, credited as fully paid at the Issue Price each, by Listco to the Offshore Vendor.

(I) As at the date hereof, Listco has an authorized capital of HK$500,000,000 divided into 250 billion Shares of HK$0.002 each, of which 2,979,828,850 Shares have been issued and are fully paid.

(J) The Consideration Shares will constitute about 28.04% of the total issued Listco Shares, as enlarged by the issue and allotment of the Consideration Shares. Assuming and as a result of Completion of this Agreement, the Offeror will incur a mandatory obligation under the Takeover Code to make an Offer for all the issued Listco Shares (other than Listco Shares owned by the Offeror and parties acting in concert with it).

(K) The Guarantor has agreed to guarantee the obligations of the Offshore Vendor and the Onshore Vendor under this Agreement by becoming a Party to this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

1.1 In this Agreement, including the Recitals, except where the context otherwise requires:

"**Acquisition**" means the purchase of the Sale Shares and the Sale Equity by the Purchasers from the Vendors, subject to the terms and conditions of this Agreement;

"**Acquisition Circular**" means the circular to Listco Shareholders to be issued by Listco in relation to, among other things, the Acquisition and the transactions contemplated under this Agreement pursuant to the applicable requirements contained in the Listing Rules;

"**acting in concert**" has the meaning given to it in the Takeovers Code;

"**Announcement**" means the joint announcement of Listco and the Offeror in relation to, among others, the Acquisition, the Offer, this Agreement and the transactions contemplated hereby;

"**associates**" has the meaning given to it as directed by Chapter 1 of the Listing Rules;

"**B&O**" means Bang & Olufsen A/S, a company incorporated in Denmark, whose registered office is at Peter Bangs Vej 15 DK-7600, Denmark and whose shares are listed and traded on Nasdaq Copenhagen;

"**B&O Shares**" means shares of a nominal value DKK 10 each in the issued share capital of B&O;

"**Business Day**" means a day (excluding Saturday and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a "black" rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours;

"**BVI**" means the British Virgin Islands;

"**CCASS**" means the central clearing and settlement system operated by Hong Kong Securities Clearing Co. Ltd.;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

"**Completion**" means completion of the sale and purchase of the Sale Shares and the Sale Equity in accordance with the provisions of Clause 6;

"**Completion Date**" means the fifth Business Day after the date on which the last of the outstanding Condition Precedent shall have been fulfilled or (as applicable) waived or such other date as the Parties may agree on which Completion shall occur;

"**Conditions Precedent**" means the conditions precedent set out in Clause 4.1;

"**connected persons**" has the meaning given to it as directed by Chapter 1 of the Listing Rules;

"**Consideration**" means HK$522,633,868.65, being the aggregate of the Sale Shares Consideration and the Sale Equity Consideration;

"**Consideration Shares**" means a total of 1,161,408,597 new Listco Shares to be allotted and issued by Listco to the Offshore Vendor in accordance with Clause 3.2;

"**Disinterested Shareholder**" means any Listco Shareholders that is not required by the Listing Rules to abstain from voting at the SGM on the proposed resolution for approval of the Acquisition and the issue and allotment of the Consideration Shares on terms of this Agreement as a connected transaction of Listco;

"**Disposal**" means any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever and includes any agreement so to do and "**Dispose**" shall be construed accordingly;

"**Encumbrance**" means any mortgage, charge, pledge, lien (otherwise than arising by

statute or operation of law), hypothecation, equities, adverse claims, or other encumbrances, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest or any agreement for any of same and "**Encumber**" shall be construed accordingly;

"**Equity Transfer Agreement**" means an agreement to be entered into by the Onshore Vendor, the Onshore Purchaser and (where applicable) other appropriate parties on or before Completion to regulate and effectuate the transfer of the Sale Equity in the PRC JV from the Onshore Vendor to the Onshore Purchaser;

"**Event**" means any act, omission, transaction or circumstance occurring or subsisting at the relevant time;

"**Executive**" means the executive director of the Corporate Finance Division of the SFC from time to time and any delegate of such executive director;

"**HK Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Issue Price**" means HK$0.45 per Consideration Share;

"**JV Agreement**" means the agreement in Chinese dated 29 January 2013 entered into by the Guarantor and Listco regulating formation of the PRC JV;

"**JV Termination Agreement**" means an agreement to be entered into by the Guarantor and Listco terminating JV Agreement, which shall be in form and substance satisfactory to the Onshore Purchaser and be drawn up by the Onshore Purchaser's legal advisers;

"**Listco Shares**" means shares of nominal value HK$0.002 each in the ordinary capital of Listco;

"**Listco Shareholder(s)**" means the holder(s) of Listco Shares in the issued share capital of Listco and includes, with reference to the Offer, other class of securities issued by Listco to whom the Offer is required, by virtue of the Takeovers Code, to be extended;

"**Listing Committee**" means the listing sub-committee of the board of directors of the HK Stock Exchange;

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

"**Lock-up Period**" means the period of twenty four (24) months after the Completion Date;

"**Long Stop Date**" means 31 March 2017, or such later date as the Parties may agree;

"**Offer**" means the conditional cash offer to be made by or on behalf of the Offeror (subject to Completion) to the Listco Shareholders (other than the Offeror and parties acting in concert with it) for their Listco Shares in compliance with the Takeovers

Code;

"**Offer Circular**" has the meaning given to it in Clause 9.1;

"**Parties**" means the named parties to this Agreement;

"**PRC**" means the People's Republic of China, which for the purpose of this Agreement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;

"**PRC JV**" means Balanorm Beo (Beijing) Trading Development Limited (衡准寶聲（北京）貿易發展有限公司), a joint venture established in the PRC whose brief particulars are given in Schedule 1;

"**Pre-completion Period**" means the period from the date of this Agreement to the Completion Date;

"**Purchaser Group**" means the group of companies comprising the Onshore Purchaser, the Listco and its subsidiaries and "**member of the Purchaser Group**" shall be construed accordingly;

"**Qualified Lender**" has the meaning defined in section 308 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

"**Relief**" includes any relief, allowance, set-off or deduction in computing profits or any credit or right to repayment of Taxation available to the PRC JV granted by or pursuant to any legislation concerning or otherwise relating to Taxation;

"**Sale Equity**" means a portion in the paid up capital of the PRC JV to the extent of RMB24,500,000, constituting 49% of the entire paid up capital in the amount of RMB50,000,000 in the PRC JV, contributed by and registered in the name of the Onshore Vendor;

"**Sale Equity Consideration**" means the sum specified in Clause 3.1(2) as the consideration for the sale and purchase of the Sale Equity;

"**Sale Shares**" means a total of 6,519,358 B&O Shares beneficially owned by the Offshore Vendor;

"**Sale Shares Consideration**" means the sum specified in Clause 3.1(1) as the consideration for the sale and purchase of the Sale Shares;

"**SFC**" means the Securities and Futures Commission of Hong Kong;

"**SGM**" means the special general meeting of Listco to be convened for the purpose of approving, among other matters, the Acquisition, the issue and allotment of the Consideration Shares, this Agreement and the transaction contemplated hereby;

"**subsidiary**" means an entity determined as such in accordance with section 15 of the Companies Ordinance and "**subsidiaries**" shall be construed accordingly;

"**Surviving Provisions**" means provisions contained in Clauses 1, 11, 13, 15 to 18;

"**Takeovers Code**" means the Code on Takeovers and Mergers and Share Buy-backs issued by the SFC;

"**Tax**" and "**Taxation**" mean:

(1) any form of taxation whenever created or imposed and of any part of the world and without prejudice to the generality of the foregoing includes, but is not limited to, profits tax, provisional profits tax, interest tax, salaries tax, property tax, real estate tax, land use fees, land appreciation tax, taxes on income, sales tax, capital gains tax, business tax, value-added tax, consumption tax, inheritance tax, capital duty, estate duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and generally other liabilities payable to the revenue, customs or fiscal authorities in any part of the world and whenever imposed;

(2) an amount equal to any deprivation of any Relief, allowance, set off, deduction in computing profits or right to repayment of taxation granted by or pursuant to any legislation concerning or otherwise relating to taxation; and

all costs, charges, interest, fines, penalties and expenses incidental or relating to taxation or any liability thereto or any Relief, allowance, set off or deduction in computing profits or right to repayment of taxation which is the subject of the Warranties to the extent that they are payable or suffered by the PRC JV;

"**Warranties**" means the warranties and representations given by the Vendors in the terms of Schedule 2.

1.2 In this Agreement:

(1) any action, remedy or method of judicial proceedings for the enforcement of rights of creditors shall include, in respect of any jurisdiction other than Hong Kong, references to such action, remedy or method of judicial proceedings for the enforcement of rights or creditors available or appropriate in such jurisdiction as shall most nearly approximate thereto

(2) any document expressed to be "in the approved terms" means a document the terms of which have been approved by or on behalf of the Parties and a copy of which has been signed for the purposes of identification by or on behalf of the Parties;

(3) references to Clauses, Sub-clauses and Schedules are to clauses and sub-clauses of and the schedules to this Agreement;

(4) reference to a Sub-clause is, unless otherwise stated, to the sub-clause of the Clause in which the reference appears;

(5) reference to a Paragraph is to the paragraph of the Schedule in which the reference appears;

(6) references to time are to Hong Kong time;

(7) reference to any Ordinance, regulation or other statutory provision in this

Agreement includes reference to such Ordinance or regulation or provision as modified, consolidated or re-enacted from time to time (except to the extent where any such modification, consolidation or re-enactment increases the liability of the Parties under this Agreement);

(8) words denoting the singular include the plural and vice versa, words denoting one gender include both genders and the neuter and words denoting persons include corporations and, in each case, vice versa; and

(9) headings and the index page are for ease of reference only and do not form part of this Agreement.

1.3 In this Agreement:

(1) "RMB" denotes Renminbi; the lawful currency of the PRC;

(2) "HK$" denotes Hong Kong dollar(s), the lawful currency of Hong Kong;

(3) "DKK" denotes Danish Krone, the lawful currency of the Kingdom of Denmark; and

(4) "%" denotes per cent.

1.4 References to a "**company**" include any company, corporation or other body corporate wherever and however incorporated or established.

1.5 References to a "**person**" include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).

1.6 The expressions "**Vendor**", "**Purchaser**", "**Guarantor**" and "**Listco**" in this Agreement shall, where the context permits, include their respective successors and permitted assigns.

1.7 The definitions and designations adopted in the recitals and introductory statements preceding this Clause shall apply throughout this Agreement.

1.8 The Schedules form an integral 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 Schedules.

1.9 The English names of the Onshore Vendor and the Onshore Purchaser are stated in this Agreement for identification purposes only as these entities do not have official English names.

2. Sale and Purchase

2.1 Subject to the terms and conditions of this Agreement

(1) the Offshore Vendor as beneficial owner shall sell and Listco shall purchase the Sale Shares; and

(2) the Onshore Vendor as beneficial owner shall sell and the Onshore Purchaser shall purchase the Sale Equity,

with effect from the Completion Date free from all Encumbrances together with all rights of any nature attaching thereto on or after the Completion Date, including but not limited to all dividends or distributions which may be paid, declared or made in respect thereof at any time on or after the Completion Date.

2.2 None of the Purchasers shall be obliged to purchase any of the Sale Shares nor the Sale Equity unless the sale and purchase of all the Sale Shares and the Sale Equity are completed simultaneously.

2.3 If necessary, the Purchasers and the Vendors are obliged to enter into one or more subsidiary agreements, subject to the terms and conditions in compliance with those in this Agreement as may be agreed between the parties, in relevant jurisdictions to give effect to the transactions as contemplated under this Agreement.

3. Consideration and Settlement

3.1 The Consideration shall be HK$522,633,868.65, of which:

(1) HK$494,145,496.35 shall be allocated as the Sale Shares Consideration, and shall be payable by Listco; and

(2) HK$28,488,372.30, being the remainder, shall be allocated as the Sale Equity Consideration, and shall be payable by the Onshore Purchaser.

3.2 The whole of the Consideration shall be settled by the Purchasers on the Completion Date by Listco issuing the Consideration Shares, credited as fully paid at the Issue Price each, to the Offshore Vendor.

3.3 The Consideration Shares shall be allotted and issued at the Issue Price each, credited as fully paid and shall rank *pari passu* among themselves and with all other Listco Shares in issue at the Completion Date.

3.4 The Vendors and the Purchasers hereby acknowledge and agree that payment of the Consideration in the manner stipulated in Clauses 3.2 will constitute a complete and full discharge of the obligations of the Purchasers to pay the Consideration to the Vendors under this Agreement. As between the Vendors, the Offshore Vendor shall become indebted to the Onshore Vendor in an amount equal to the Sale Equity Consideration so discharged as a result of receipt by the Offshore Vendor of the relevant part of the Consideration Shares issued as settlement for the Sale Equity Consideration.

3.5 Listco shall inform the Offshore Vendor of the date of satisfaction of all the Conditions Precedent and within one Business Day after having been so informed by the Listco:

(1) the Offshore Vendor shall notify Listco in writing the board lot denomination of the share certificate(s) in respect of the Consideration Shares as may be required by the Offshore Vendor to be issued; or

(2) if the Offshore Vendor shall require the Consideration Shares to be issued in the name of HKSCC Nominees Limited and deposited into CCASS, subject to such allotment being permissible under and compliance with all applicable rules and regulations of CCASS, the Offshore Vendor will notify Listco of the stock account of the CCASS participant which is designated for the deposit and credit of the Consideration Shares for the account of the Offshore Vendor.

4. Conditions Precedent

4.1 Completion is subject to the following conditions being fulfilled (save as may be waived by the Purchasers pursuant to Clause 4.5):

(1) the Purchasers having received legal opinions issued by:

(a) their legal advisers on Danish laws confirming that the acquisition by the Purchaser Group of the Sale Shares under this Agreement will not constitute a violation of any Danish laws and regulations, including those with respect to foreign ownership or investment in Danish enterprises and foreign exchange control; and

(b) their legal advisers on PRC laws confirming that the acquisition by the Purchaser Group of the Sale Equity under this Agreement and issue of the Consideration Shares as settlement of the Sale Equity Consideration will not constitute a violation of any PRC laws and regulations, including those with respect to foreign ownership or investment in PRC enterprises and foreign exchange control;

(2) the approval by the Listco Shareholders and (wherever applicable) the Disinterested Shareholders of the Acquisition, this Agreement and the transactions contemplated hereby (including without limitation issue of the Consideration Shares) at the SGM to be convened in accordance with, and all other consents and acts required under, the Listing Rules being obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules being obtained from the HK Stock Exchange;

(3) the Listing Committee having granted listing of and permission to deal in the Consideration Shares;

(4) Listco having received written confirmation from the HK Stock Exchange (if applicable) and the SFC that they have no further comment on the Announcement in respect of the transactions contemplated under this Agreement and that the Announcement having been uploaded to the website of the HK Stock Exchange;

(5) all approvals, consents and acts (whether required under laws, codes, regulations, the Listing Rules or otherwise) for the purpose of or in connection with the Completion being obtained and completed by each of the Vendors, the Onshore Purchaser and Listco or, as the case may be, the relevant waiver from compliance with any of such provisions being obtained from the relevant authority (including without limitation the HK Stock Exchange);

(6) as at the date on which the last of the outstanding Condition Precedent (other than this condition precedent) shall have been fulfilled or (as applicable) waived:

(a) no indication having been received by Listco from the HK Stock Exchange or the SFC that Completion and the terms of and the transactions contemplated under this Agreement will lead to the listing of the Listco Shares on the HK Stock Exchange to be withdrawn or to be objected to (including without limitation any declaration that the Listco Shares will not be regarded as suitable for listing), whether or not conditions will or may be attached thereto; and

(b) no indication having been received by Listco from the HK Stock Exchange that the transactions contemplated under this Agreement will be treated or, as the case may be, ruled by the HK Stock Exchange as a "reverse takeover" under the Listing Rules;

(7) the B&O Shares remaining listed and traded on Nasdaq Copenhagen for the duration of the Pre-completion Period save for temporary suspensions of not more than 15 consecutive trading days of Nasdaq Copenhagen;

(8) as at the date on which the last of the outstanding Condition Precedent (other than this condition precedent) shall have been fulfilled or (as applicable) waived, there is no occurrence of Event indicating that Completion and the terms of and the transactions contemplated under this Agreement will lead to the listing of the B&O Shares on Nasdaq Copenhagen to be withdrawn or to be cancelled;

(9) all requisite waivers, consents and approvals from any relevant governments or regulatory authorities in the PRC, Hong Kong, Denmark or other relevant third parties in connection with the Acquisition and all other transactions contemplated by this Agreement having been obtained; and

(10) as at the date on which the last of the outstanding Condition Precedent (other than this condition precedent) the Purchasers being satisfied that, the Warranties contained in paragraph 2.2 of Schedule 2 remaining true and accurate and no Events having occurred that would result in any breach of any such Warranties.

4.2 The Purchasers shall use all their respective reasonable endeavours to procure the fulfillment of the Conditions Precedent contained in Clauses 4.1(1) to (6), and (9), in so far as these Conditions Precedent apply to the Purchasers, on or before 12:00 noon on the Long Stop Date.

4.3 The Vendors and the Guarantor shall use all their respective reasonable endeavours to procure the fulfillment of the Conditions Precedent contained in Clause 4.1(1)(b), (5), (9) and (10), in so far as these Conditions Precedent apply to the Vendors and the Guarantor, on or before 12:00 noon on the Long Stop Date.

4.4 The Parties shall provide to the others of them all information, documents, confirmation and undertakings required pursuant to the Listing Rules and all other applicable rules, codes and regulations whether in connection with the preparation of the Acquisition Circular, other circulars, reports, independent advice or otherwise as

required by the Stock Exchange and other relevant regulatory authorities.

4.5 The Purchasers may at their sole and absolute discretion and at any time waive, by notice in writing to the Vendors and the Guarantor, the Conditions Precedent contained in Clause 4.1(1), (7), (8) and (10). Such waiver may be made subject to such terms and conditions as are determined by the Purchasers. None of the other Conditions Precedent may be waived by any Party unilaterally.

4.6 Each Party shall promptly give written notice to the other Parties of the satisfaction of the Conditions Precedent for which it is responsible for securing fulfillment.

4.7 If any of the Conditions Precedent has not been satisfied (or, as the case may be, waived by the Purchasers) on or before 12:00 noon on the Long Stop Date, this Agreement shall cease and terminate (except that the Surviving Provisions shall remain in full force and effect) and none of the Parties shall have any obligations and liabilities hereunder save for any antecedent breaches of the terms hereof.

5. Matters Pending Completion

5.1 Each of the Vendors and the Guarantor undertakes to the Purchasers that, during the Pre-completion Period and up to the time of Completion, (i) it shall use its best efforts to procure that (in so far as it is able to) the business of B&O and the PRC JV will be operated in a normal and prudent basis and in the ordinary course of business and, subject always to compliance with any mandatory requirements under any applicable laws, rules and codes, it will procure (in so far as it is able to) B&O and the PRC JV not to do anything that may delay, hinder or frustrate the Completion and the consummation of any other transactions contemplated under this Agreement.

5.2 Each of the Purchasers undertakes to the Guarantor that, during the Pre-completion Period and up to the time of Completion, it shall use its best efforts to procure that the business of the Purchaser Group will be operated in a normal and prudent basis and in the ordinary course of business and that no member of the Purchaser Group will do or omit to do (or allow to be done or to be omitted to be done) any act or thing which is material in the context of the Purchaser Group taken as a whole and except to give effect to the transactions contemplated under this Agreement or in the ordinary course of business, subject to the foregoing, procure in particular (but without limiting the generality of the foregoing) that no member of the Purchaser Group shall prior to Completion, without having obtained from the Guarantor his prior written consent (such consent not to be unreasonably withheld or delayed):

(1) do any act which is prohibited by Rule 4 of the Takeovers Code; nor

(2) issue or agree to issue any shares, warrants or other securities or loan capital of Listco or its subsidiaries, or grant or agree to grant any option over or right to acquire or convertible into any share or loan capital of Listco or its subsidiaries, or redeem any option;

subject always to compliance with mandatory requirement of any applicable laws, rules and codes, each of the Purchasers further undertakes to the Guarantor that during the Pre-completion Period and up to the time of Completion, not to do anything that may delay, hinder or frustrate the Completion and the consummation of any other

transactions contemplated under this Agreement.

5.3 If at any time before Completion, any of the Vendors or the Guarantor comes to know of any fact or Event which:

(1) is in any way inconsistent with any of the undertakings given by it;

(2) suggests that any fact warranted under the Warranties may not be as warranted or may be misleading;

(3) might affect the willingness of a prudent purchaser for value of the Sale Shares or the Sale Equity to complete the Acquisition or the amount of the Consideration which such purchaser would be prepared to pay for the Sale Shares or the Sale Equity,

it shall immediately give written notice thereof to the Purchasers in which event the Purchasers may within 14 days of receiving such notice rescind this Agreement by written notice to the Vendors and the Guarantor.

5.4 The Onshore Vendor and the Guarantor shall procure that:

(1) on or before Completion, any arrangements and agreements between the Onshore Vendor, the Guarantor and their respective associates on one part and the PRC JV on the other part, other than those arrangements and agreements as (i) contemplated under this Agreement; or (ii) agreed by the Onshore Purchaser in writing, shall be terminated with effect from the Completion Date by agreement between the respective parties thereto without liability on the part of the PRC JV;

(2) on or before Completion, the Onshore Vendor, the Guarantor and their respective associates and the directors, officers and employees thereof will each have discharged in full any indebtedness of such person to the PRC JV (whether or not then due for payment); and

(3) on or before Completion, the PRC JV shall be released and discharged, without payment by or other cost to the PRC JV, from:

(a) all debts, liabilities and obligations (actual or contingent) owing to the Onshore Vendor, the Guarantor and any of their associates; and

(b) all other debts, liabilities and obligations (actual or contingent) arising from any and all guarantees, indemnities, mortgages and surety or security arrangements of any kind given by the PRC JV for the account of the Onshore Vendor, the Guarantor and any of their associates.

5.5 The Vendors and the Guarantor shall jointly and severally indemnify the Onshore Purchaser (for itself and as trustee for benefit of the PRC JV) and keep them fully indemnified, upon demand, from and against all losses, costs, expenses and liabilities which the Onshore Purchaser and/or the PRC JV may suffer or incur as a result of or in connection with any failure by the Vendors or the Guarantor to observe or comply fully with the provisions of Clause 5.4 or where such documents delivered to the Onshore Purchaser are unauthorized or otherwise ineffective.

5.6 At or before Completion, the Onshore Vendor shall enter into with the Onshore Purchaser and (where applicable) other appropriate parties the Equity Transfer Agreement to regulate the transfer of the Sale Equity in the PRC JV from the Onshore Vendor to the Onshore Purchaser. The Equity Transfer Agreement shall be in form and substance appropriate and effectual for the transfer of legal title and beneficial ownership in the Sale Equity (which shall be drawn up by the Onshore Purchaser's legal advisers) and expressed to be governed by PRC laws. The Equity Transfer Agreement shall contain stipulations imposing obligation on the Onshore Vendor to bear all PRC Tax arising from its sale or disposal of the Sale Equity and to seek all necessary approval from the PRC government, including foreign exchange approval, to the receipt or deemed receipt by it or the Offshore Vendor of the Sale Equity Consideration or any part thereof.

6. Completion

6.1 Subject to Clause 4.1 and the continuous fulfillment of the Conditions Precedent up to the Completion Date, Completion shall take place at or before 3:00 p.m. on the Completion Date at the principal place of business in Hong Kong of Listco for the time being or at such other time and place as shall be agreed by the Parties in writing (time in either case being of the essence) when all (but not part only) of the business set forth in Clauses 6.2, 6.3 and 6.4 shall be transacted.

6.2 At Completion:

(1) in respect of the Sale Shares, the Offshore Vendor shall deliver or procure delivery of the following to Listco:

(a) valid instrument of transfer (or like instrument of whatever description) in form and substance appropriate and effectual for the transfer of legal title and beneficial ownership in the Sale Shares (which shall be drawn up by Listco's legal advisers) duly executed by the Offshore Vendor, (where applicable) authenticated and legalized in the manner required, in favour of Listco (or its nominees) accompanied by the relevant certificates for the Sale Shares;

(b) all powers of attorney or other evidence of due authorization under which the instrument of transfer in respect of the Sale Shares have been executed by or on behalf of the Offshore Vendor;

(c) such waivers, consents or other documents as may be required under the applicable laws, rules and regulations or market practice to give and transfer good and indefeasible title to the Sale Shares to Listco and to enable Listco or its nominees to be registered as the holders of the Sale Shares;

(d) evidence satisfactory to Listco that all relevant transfer tax and transaction levy (if any) chargeable on the sale and transfer of the Sale Shares and payable by the Offshore Vendor has been or will be duly paid;

(e) an application letter duly executed by the Offshore Vendor for the

Consideration Shares;

(f) copy, certified as true and correct by a director of the Offshore Vendor of the resolutions of its board of directors authorizing the execution of this Agreement, the instrument of transfer and all other documents required to be executed and delivered by the Offshore Vendor on Completion, and where required, under its common seal;

(2) in respect of the Sale Equity, the Onshore Vendor shall deliver or procure delivery of the following to the Onshore Purchaser:

(a) unless already delivered to the Onshore Purchaser prior to Completion, the Equity Transfer Agreement complying with the requirements of Clause 5.6 duly executed by the Onshore Vendor and (where applicable) other appropriate parties, (where applicable) authenticated and legalized in the manner required together with all documents and materials which are on terms of the Equity Transfer Agreement required to be delivered by the Onshore Vendor to the Onshore Purchaser;

(b) such documents (including share certificates or equivalent documents in the relevant jurisdiction and filings with State Administration for Industry and Commerce (or the equivalent body), waivers or consents of the PRC or any other relevant authority) as may be required to give a good and effective transfer of title of the Sale Equity to the Onshore Purchaser to enable the Onshore Purchaser to become the registered holder of the Sale Equity; and procure that all such documents are properly made up and filed;

(c) to the extent in the possession of the Onshore Vendor:

(i) certificates of incorporation and business registration certificates or such like (if any, including all application forms therefor) of the PRC JV;

(ii) all statutory records and minute books (which shall be written up to date as at the Completion);

(iii) all corporate and constitutional documents (including state registration certificate, foreign investment corporate company certificate, certificate(s) of change of name (if any), articles of association, business licences, tax registration certificates and all relevant governmental approvals) of the PRC JV;

(iv) the common seal, corporate seal and all rubber stamps, cheque books, cheque stubs and bank statements, receipt books, all current insurance policies and premium receipts, books and accounts and title deeds and evidence of ownership to all assets and all current contracts and all other accounting records

(v) copies of all tax returns and assessments (receipted where the

due dates for payment fell on or before the Completion Date);

(vi) all correspondence and other documents belonging to the PRC JV,

or if applicable, written authorities in favour of the Onshore Purchaser for the collection of such documents;

(d) if so requested by the Onshore Purchaser, duly signed and sealed letters of resignation in a form satisfactory to the Onshore Purchaser from such existing legal representative, directors and (if any) secretary of the PRC JV as were appointed at the nominated of the Onshore Vendor, to take effect immediately after Completion, acknowledging that they have no claims whatsoever (whether contractual or statutory) against the PRC JV for loss of office, directorship or secretary or otherwise;

(e) the JV Termination Agreement duly executed by the Guarantor, (where applicable) authenticated and legalized in the manner required;

(f) evidence satisfactory to the Onshore Purchaser that the requirements of Clause 5.4 are complied with and fulfilled;

(g) certified copies of the resolutions of the board of directors of the PRC JV referred to in Clause 6.3(2); and

(h) copy, certified as true and correct by a director of the Onshore Vendor of the resolutions of its board of directors authorizing the execution of this Agreement, the Equity Transfer Agreement, the JV Termination Agreement and all other documents required to be executed and delivered by the Offshore Vendor on Completion under this Agreement and the Equity Transfer Agreement, and where required, under its common seal.

6.3 At Completion, the Onshore Vendor shall:

(1) if so requested by the Onshore Purchaser, cause the legal representative of the PRC JV and such existing directors and (if any) secretary of the PRC JV as were appointed at the nominated of the Onshore Vendor to resign and such other person as shall be nominated by the Onshore Purchaser to be duly appointed as the new legal representative, directors and (if any) secretary of the PRC JV on and with effect from Completion; and

(2) procure the directors of the PRC JV appointed at the nomination of the Onshore Vendor to attend a board meeting of the PRC JV to be held and to vote in favour of the following resolutions (where appropriate):

(a) approving and registering the transfer of the Sale Equity to the Onshore Purchaser;

(b) accepting the resignation of existing directors appointed at the nomination of the Onshore Vendor and appointment of new directors nominated by the Onshore Purchaser of the PRC JV to take effect

immediately after the Completion (if any);

(c) dealing with such other matters as the Onshore Purchaser shall reasonably require for the purposes of giving effect to the provisions of this Agreement and the Equity Transfer Agreement;

(3) take such action and give such authorization as may be requisite and desirable to ensure that new business licenses of the PRC JV shall be issued by PRC authorities subsequent to the transfer of the Sale Equity in the PRC JV from the Onshore Vendor to the Onshore Purchaser.

6.4 At Completion and against compliance by the Vendors with the provisions of Clauses 6.2 and 6.3:

(1) where applicable under the applicable laws, rules and regulations or market practice governing the transfer of the Sale Shares, Listco shall deliver or procure delivery to the Offshore Vendor an acceptance of the Sale Shares duly executed by Listco, (where applicable) authenticated and legalized in the manner required;

(2) Listco shall allot and issue to the Offshore Vendor the Consideration Shares, all as fully paid each ranking *pari passu* in all respects among themselves and with all other Listco Shares in issue on the Completion Date, and Listco shall:

(a) if the Offshore Vendor shall pursuant to Clause 3.05(1) require share certificates in respect of the Consideration Shares to be issued:

(i) procure that the name of the Offshore Vendor be registered in the branch register of members of Listco in Hong Kong as holder of the Consideration Shares subject to the Memorandum of Association and Bye-laws of Listco;

(ii) deliver to the Offshore Vendor the share certificate(s) in respect of the Consideration Shares, each denominated in the board lot size or an integral multiple thereof as shall be notified by the Offshore Vendor to Listco under Clause 3.5(1) or, failing such notification, one share certificate in respect of all the Consideration Shares; or

(b) if so advised by the Offshore Vendor under Clause 3.5(2), deliver a written direction to the Hong Kong branch registrars of Listco to send an allotment advice to such CCASS participant as may be notified to Listco under Clause 3.5(2) in respect of the allotment of the Consideration Shares to the Offshore Vendor;

which shall fully discharge the obligations of the Purchasers under Clause 3;

(3) the Purchasers shall procure that:

(a) a meeting of the board of directors of Listco shall be convened at which resolutions shall be passed to approve:

(i) the allotment and issue to the Offshore Vendor of the Consideration Shares, credited as fully paid free from all Encumbrances and ranking *pari passu* with all Listco Shares then in issue in all respects together with all right and benefits at any time accruing thereto;

(ii) the registration of the Offshore Vendor as member of Listco in respect of the Consideration Shares in the branch register of members of Listco in Hong Kong as holder of the Consideration Shares subject to the Memorandum of Association and Bye-laws of Listco; and

(iii) (where applicable) the issue to the Offshore Vendor the share certificate(s) in respect of the Consideration Shares;

(b) a meeting of the board of directors of the Onshore Purchaser shall be convened at which resolutions shall be passed to approve the entering into and the execution by such person(s) and completion of this Agreement and all documents incidental thereto.

(4) the Purchasers shall deliver to the Vendors a copy, certified as true and complete by a director of the Onshore Purchaser and Listco, of the minutes of meeting or written resolutions of the board of directors of the Onshore Purchaser and Listco approving, among other matters, this Agreement, (in the case of Listco, issue of the Consideration Shares) and the transactions contemplated hereby and authorising the execution (under seal, if required) by any of directors of the Onshore Purchaser and Listco of this Agreement and other documents ancillary thereto.

6.5 If any of the provisions of Clauses 6.2, 6.3 and 6.4 is not fully complied with, the non-defaulting Party may, without prejudice to its other rights:

(1) without prejudice to any other remedies available to the non-defaulting Party, defer Completion to a date not more than 28 days after the Completion Date (and so that the provisions of this Clause 6 shall apply to Completion as so deferred);

(2) without prejudice to any other remedies available to the non-defaulting Party, proceed to Completion so far as practicable having regard to the defaults which have occurred and treat this Agreement as completed (without prejudice to its rights under this Agreement) subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify; or

(3) rescind this Agreement with respect to that Party's obligations under this Agreement and no Party shall have any claim against any other Party save in respect of any antecedent breach of the terms or any conditions of this Agreement.

7. Specific Performance

7.1 Without prejudice to any other remedies available to the Purchasers, if, following

satisfaction or waiver of the Conditions Precedent, any of the Vendors fails to complete this Agreement on the Completion Date (otherwise than as a result of the sole wilful default of the Purchasers), each of the Purchasers shall have the right to seek specific performance of this Agreement.

7.2 If the Purchaser elects to exercise its right to specific performance of this Agreement:

(1) Each of the Vendors and the Guarantor acknowledges and confirms that an alternative remedy of monetary compensation shall not be regarded as compensation or sufficient compensation for default by a Vendor in the performance of the terms and conditions of this Agreement; and

(2) The Vendors and the Guarantor shall fully indemnify the Purchasers and keep the Purchasers fully and effectively indemnified in respect of all fees, costs and expenses (including legal fees) incurred by the Purchasers in connection with the exercise of their rights of specific performance.

8. Rescission

8.1 If at any time before Completion any of the Warranties are found to be incorrect, untrue, inaccurate or misleading or have not been fully carried out in any material respect, or in the event of any of the Vendors becoming unable or failing to do anything that is material to the transactions contemplated hereby and required under this Agreement to be done by it at or before the Completion Date or unable to perform any of its obligations arising after Completion, any of the Purchasers may rescind this Agreement by notice in writing to the Vendors and the Guarantor. If any of the Purchasers shall elect to rescind this Agreement, the Vendors and the Guarantor shall jointly and severally fully indemnify the Purchasers and keep the Purchasers fully and effectively indemnified in respect of all fees, costs and expenses (including legal fees) incurred by the Purchasers in connection with the negotiation, preparation, execution and rescission of this Agreement.

8.2 The Purchasers' rights under Clause 8.1 are in addition to and without prejudice to all other rights and remedies available to them and any partial exercise of or failure to exercise such rights shall not constitute a waiver of such rights or of any other rights whether conferred under this Agreement or otherwise.

9 General Offer by the Offeror

9.1 Subject to Completion and to the Offeror and persons acting in concert with it incurring a bid obligation under Rule 26 of the Takeovers Code in relation to Listco, the Offeror undertakes to the Purchasers (for themselves and as agents for the benefit of Listco) and Listco that the Offeror will (and the Guarantor hereby guarantees to the Purchasers (for themselves and as agents for the benefit of Listco) and Listco that the Offeror will) make or procure the Offer to be made on behalf of the Offeror at a price equal to the Issue Price (or such other higher price as may be agreed by the Offeror) per Listco Share within such time and on such terms as are required under the Takeovers Code (subject to any such modification, waiver or extension as may be granted by the Executive) and shall use all reasonable endeavours to procure that a circular containing the Offer be despatched by or on behalf of the Offeror as soon as reasonably practicable after the announcement of the terms thereof and within the time

limit required by the SFC and the Takeovers Code (or such later date as may be approved by the SFC) as part of a composite document containing the Offer, and the Purchasers shall use their best endeavours to procure Listco to despatch such circular containing such information regarding the Offer and as required by the SFC, the Takeovers Code, the Executive, the Listing Rules and the Stock Exchange ("**Offer Circular**") to the Listco Shareholders on the register of members of Listco on the date of the Offer Circular and otherwise on such terms as the Offeror may see fit but so that the Offer and the Offer Circular shall comply in all respects with the requirements of the Takeovers Code.

9.2 Listco will take all action necessary and provide all information and assistance reasonably required by the Offeror to prepare the Offer Circular and to enable the Offeror to procure the posting of the Offer Circular in accordance with Clause 9.1.

10. Representations, Warranties, Undertakings and Indemnities

10.1 The Vendors hereby jointly and severally warrant, represent and undertake to each of the Purchasers (for itself and for the benefit of its successors and assigns) that (to the intent that the provisions of this Clause shall continue to have full force and effect notwithstanding Completion) the Warranties are true, complete and correct in all material respects and not misleading (unless otherwise specified in the relevant Paragraph of Schedule 2) as at the date hereof and will continue to be so up to and including the Completion Date.

10.2 Each of the Warranties is without prejudice to any other Warranty and, except where expressly stated otherwise, no provision contained in this Agreement shall govern or limit the extent or application of any other provision.

10.3 The Warranties shall survive Completion insofar as the same are not fully performed on Completion. The rights and remedies of the Purchasers in respect of any breach of any of the Warranties shall continue to survive after and notwithstanding Completion.

10.4 The Vendors hereby jointly and severally undertake to indemnify and keep indemnified each of the Purchasers (for itself and for the benefit of any members of the Purchaser Group) against any loss, liability, charges, penalty, claim, expenses or costs suffered or reasonably incurred by the Purchasers and/or any member of the Purchaser Group as a result of or in connection with any breach of any of the Warranties.

10.5 The Vendors shall not do, allow or procure any act or permit any omission by their representatives and agents, B&O and/or the PRC JV before the Completion Date which would constitute a breach of any of the Warranties if they were given at the time of such act or omission on or at the Completion Date or which would make any of the Warranties inaccurate or misleading if they were so given. Subject to the requirements of the applicable laws and regulations, the Vendors hereby jointly and severally undertake to disclose to the Purchasers in writing any matter occurring prior to the Completion Date which constitutes or may lead to a breach of or is inconsistent with any of the Warranties or which may render any of the Warranties inaccurate or misleading (or which would constitute a breach of or be inconsistent with any of the Warranties, or render any of them inaccurate or misleading, if the Warranties were

given at the time of such occurrence) immediately upon becoming aware of the same.

10.6 None of the Warranties shall be deemed in any way modified or discharged by reason of any investigation or inquiry made or to be made by or on behalf of any of the Purchasers or their agents and advisers, and no information relating to any matter herein of which any of the Purchasers has knowledge (actual or constructive), shall prejudice any claim which a Purchaser shall be entitled to bring or shall operate to reduce any amount recoverable by a Purchaser hereunder.

10.7 The Vendors and the Guarantor hereby jointly and severally undertakes to each of the Purchasers that it/he shall complete all relevant filings and registrations, whether in the PRC, Denmark, Hong Kong or other jurisdictions to which he/it is subject, his/its holding, acquisition and/or Disposal of the Sale Shares and/or the Sale Equity and (where applicable) the acquisition, disposal and/or holding of the Consideration Shares and the execution, delivery and performance of the obligations under this Agreement by the Vendor. Without affecting the generality of the above, each of the Vendors and the Guarantor will duly comply with its/his obligations under any applicable tax filing requirements in respect of its/his sale of the Sale Shares and/or the Sale Equity, and shall be responsible for and shall comply with the relevant payment obligation in respect of, all tax arising from such sale. The Vendors and the Guarantor further agrees and undertakes to indemnify and keep each of the Purchasers (for itself and as trustee for the members of the Purchaser Group) indemnified against any losses, costs (including legal costs), claims, damages, liabilities, interests and expenses that a Purchaser or any members of the Purchaser Group may suffer or incur arising from and in connection with the non-compliance by the Vendors or the Guarantor of any of the above obligations.

10.8 For the avoidance of doubt, the provisions of this Clause 10 shall survive Completion.

11. Performance Guarantee by the Guarantor

11.1 In consideration of the Purchasers agreeing to enter into this Agreement and to purchase the Sale Shares and the Sale Equity from the Vendors, the Guarantor hereby unconditionally and irrevocably guarantees to each of the Purchasers the due and punctual performance and discharge by the Vendors of all their obligations (whether present or future, actual or contingent) under or pursuant to this Agreement including, without limiting the generality of the foregoing, the Offeror's obligations contained in Clauses 9.1 and 9.2 and the payment of all moneys that may at any time be or become due and payable to any of the Purchasers by the Vendors pursuant to the terms of this Agreement (all of which obligations are hereinafter called "**Vendors' Obligations**") such that, should any of the Vendors fails duly and punctually to perform or discharge any of the Vendors' Obligations, the Guarantor shall forthwith upon written demand from any of the Purchasers perform and discharge or procure the performance and discharge of such Vendors' Obligations, so that the same benefits are conferred on each of the Purchasers as it would have received if such obligation had been performed and satisfied by the Vendors.

11.2 In addition and without prejudice to the guarantee contained in Clause 11.1, the Guarantor hereby unconditionally and irrevocably undertakes, as a primary obligation, to indemnify each of the Purchasers and to hold the Purchaser Group harmless from and against all reasonable costs, expenses, losses or actual damages (and not

incidental or punitive damages) incurred by any of the Purchasers or a member of the Purchaser Group as a result of any failure by any of the Vendors to make any payment or any non-performance by any of the Vendors of its obligations under this Agreement when due, together with all expenses which any of the Purchasers may incur in proceedings against the Vendors or the Guarantor.

11.3 The Guarantor shall be liable under Clauses 11.1 and 11.2 as if it was the primary obligor and the liability of the Guarantor shall not be affected or discharged by:

(1) any amendment or variation of this Agreement;

(2) the granting of time or any other indulgence to any of the Vendors or to any other person;

(3) any amendment, variation, compounding, compromise or release of the Vendors' Obligations;

(4) the invalidity or unenforceability of any of the Vendors' Obligations;

(5) any waiver or exercise of, or omission to exercise, any rights against any of the Vendors or any other person or any failure to take, perfect or exercise any other security for the Vendors' Obligations;

(6) any illegality, invalidity or unenforceability of any obligation of any person under this Agreement;

(7) any other person being or becoming a guarantor of the Vendors' Obligations or any of the Purchasers obtaining or exercising other security for the Vendors' Obligations;

(8) the insolvency, winding up, liquidation, receivership, or loss of legal capacity of any of the Vendors; or

(9) any other act, matter, event or omission which but for this provision would or might operate to discharge, impair or otherwise affect the Guarantor's liability hereunder.

11.4 The Guarantor hereby unconditionally and irrevocably waives any right available to it under any applicable law which is inconsistent with any provision of the guarantee and indemnity contained in Clauses 11.1 and 11.2 or which might otherwise require any of the Purchasers to proceed against the Vendors or any other person before making a demand on the Guarantor.

11.5 The guarantee herein contained shall be a continuing guarantee and shall remain in full force and effect until all of the Vendors' Obligations have been duly performed and discharged notwithstanding the winding up, liquidation, receivership or any incapacity or change in status of any of the Vendors or other matter whatsoever. Such guarantee is in addition to and independent of, and shall not be affected by any dealing with, any other guarantee or other security now or at any time hereafter held by the Purchasers.

11.6 So long as any of the Vendors' Obligations remain outstanding, the Guarantor shall

not exercise any right of subrogation or any other right of a surety or enforce any security or other right or claim against any of the Vendors or any other person whether in respect of their liability under the guarantee herein contained or otherwise or claim in the liquidation of any of the Vendors in competition with the Purchasers.

11.7 All payments under the guarantee herein shall be made in full without set-off or counterclaim or any restriction or condition.

11.8 Any settlement or discharge between the Purchasers and the Guarantor shall be conditional upon no security or payment to any of the Purchasers by any of the Vendors or any other person being rescinded, avoided, reduced or otherwise returned by virtue of any provision or enactment relating to bankruptcy or otherwise and each of the Purchasers shall be entitled to recover the value or amount of any such security or payment from the Guarantor subsequently as if such settlement or discharge had not occurred.

12. Non-disposal Undertaking by the Offshore Vendor

12.1 The Offshore Vendor hereby irrevocably undertakes to and covenants with Listco that, save with the prior written approval of Listco, the Offshore Vendor will not at any time prior to expiry of the Lock-up Period sell, transfer or otherwise Dispose of (or enter into any agreement to Dispose of), any of the Consideration Shares or any interest therein, nor permit the registered holder of the Consideration Shares to sell, transfer or otherwise Dispose of (or enter into any agreement to Dispose of) any of the Offshore Vendor's direct or indirect interests in the Consideration Shares.

12.2 The undertaking and restriction contained in Clause 12.1 do not apply to:

(1) the creation by the Offshore Vendor of Encumbrances on the Consideration Shares in favour of a Qualified Lender as security for a bona fide commercial loan (including without limitation any security for a loan used or to be used in connection with the Offer); nor

(2) the sale, transfer or Disposal of the Consideration Shares pursuant to an exercise of power of sale contained in an Encumbrance permitted under paragraph (1) above and in accordance with the terms thereof.

12.3 In connection with any Encumbrance created by the Offshore Vendor over the Consideration Shares within the permission contained in Clause 12.2(1), the Offshore Vendor hereby irrevocably undertakes to and covenants with Listco as follows:

(1) if and when the Offshore Vendor creates any such Encumbrance, the Offshore Vendor will promptly inform Listco in writing of such Encumbrance together with the quantity of Consideration Shares which are made subject to such Encumbrance; and

(2) if and when the Offshore Vendor receives indications, either verbal or written, from a Qualified Lender that the Encumbrance held by it has become enforceable and that any of the Encumbered Consideration Shares will be sold, transferred or Disposed of, immediately inform Listco in writing of such indications.

12.4 The Offshore Vendor hereby further irrevocably undertakes to and covenants with Listco that, in the event of any sale, transfer or Disposal by the Offshore Vendor of any Consideration Shares or interest thereof after expiry of the Lock-up Period, all reasonable steps will be taken to ensure that such sale, transfer or Disposal will not create a false or disorderly market in the Listco Shares.

13. Confidentiality

13.1 Save pursuant to the Announcement, the Acquisition Circular, the Offer Circular and such other announcement and circular as shall be required to be sent to the Listco Shareholders under the Listing Rules or the Takeovers Code, or otherwise required by law or in order to comply with any legal or regulatory requirements, each of the Vendors and the Guarantor of the one part and the Purchasers of the other part undertakes to the others that it/he will not, at any time after the date of this Agreement, divulge or communicate to any person other than to his/its professional advisers, or when required by law or any applicable regulatory requirements, or to his/its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others, B&O and the PRC JV which may be within or may come to his/its knowledge and he/it shall use their/his/its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

13.2 Save for the Announcement, the Acquisition Circular, the Offer Circular and such other announcement and circular as shall be required to be sent to the Listco Shareholders under the Listing Rules or the Takeovers Code, or otherwise required by law or in order to comply with any legal or regulatory requirements, 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 applicable law and the regulations or the requirements of the HK Stock Exchange or any other applicable regulatory body or authority. Any announcement by any Party required to be made pursuant to any relevant law or regulation or the requirements of the HK Stock Exchange or any other regulatory body or authority shall be issued only after such prior consultation with the other Parties as is reasonably practicable in the circumstances.

14. Further Assurance

14.1 Each of the Vendors shall execute such documents and perform such further acts as any of the Purchasers may reasonably require effectively to vest in the Purchasers the legal and beneficial ownership of the Sale Shares and Sale Equity, free from all Encumbrances and with all rights now and hereafter attaching thereto and/or to give effect to all the transactions as contemplated under this Agreement.

14.2 Listco shall execute such documents and perform such further acts as the Offshore Vendor may reasonably require effectively to vest in the Offshore Vendor the legal and beneficial ownership of the Consideration Shares free from all Encumbrances and with all rights attaching thereto with effect from the date of their allotment and issue, and/or to give effect to all the transactions as contemplated under this Agreement.

15. Costs and Expenses

15.1 All costs and expenses incurred by the Purchasers in seeking the legal opinions referred to in Clause 4.1(1) shall be borne by the Purchasers.

15.2 The Offshore Vendor of the one part and Listco of the other part shall bear any stamp duty, transfer tax or transaction levy payable on the sale and purchase of the Sale Shares in equal shares.

15.3 All costs and expenses arising from or incidental to the making, performance and consummation of the Offer shall be borne by the Offeror and the Guarantor save that the costs and expenses arising from or incidental to the preparation, issue, printing and despatch of the Offer Circular shall be borne by the Purchasers,

15.4 Save as otherwise provided in this Agreement and subject to any indemnity for costs and expenses explicitly provided for in this Agreement, all expenses incurred by or on behalf of the Parties including all fees of agents, representatives, legal advisers and accountants employed by them in connection with the negotiation, preparation, execution or completion of this Agreement, shall be borne solely by the Party who incurred the liability.

16. Notices

16.1 Any notice, claim, demand, court process, document or other communication (collectively "**communication**" in this Clause 16) to be given under this Agreement shall be in writing in the English or Chinese language and may be left at or sent to the relevant Party at the address, facsimile number or e-mail address (if any) set out below and marked to the attention of the person named below and/or such other address, facsimile number or e-mail address as may have been last notified in writing by such Party specifically referring to this Agreement:

To the Purchasers:

Address:	care of Sparkle Roll Group Limited, Suites 2028-36, 20th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong
Facsimile number:	(852) 2802 8577
Attention:	Mr. Ivan Tong/Mr. Samuel Li

To the Vendors or the Guarantor:

Address:	7F Tower B Sparkle Roll Center, No. 40 Xingfuercun, Chaoyang district, Beijing PRC
Facsimile number:	+86 10 6518 7503
Attention:	Gao Liang

16.2 Any communication so addressed to the relevant Party shall be deemed to have been received within the time stated adjacent to the relevant means of dispatch:

Means of despatch	Time of deemed receipt
Local mail or courier	24 hours after despatch
Facsimile or E-mail	on despatch
Air courier/Speedpost	3 days after despatch

Airmail	5 days after despatch

16.3 A communication served in accordance with Clause 16.1 shall be deemed to have been sufficiently served and in proving service and/or receipt of a communication, it shall be sufficient to prove that such communication was, as the case may be, 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 or e-mail to the addressee. A communication served by facsimile shall be deemed properly despatched on receipt of a satisfactory transmission report printed out by the sending facsimile machine. A communication served by e-mail shall be deemed properly despatched, when the sender receives a return receipt from the mail server of the recipient indicating that the e-mail has been transmitted to and deposited in the recipient's incoming mail box.

16.4 Nothing in this Clause 16 shall preclude the service of communication or the proof of such service by any mode permitted by law.

17. Miscellaneous

17.1 This Agreement supersedes all previous agreements between the Parties or any of them in relation to the Acquisition and the other matters referred to in this Agreement and the Parties acknowledge that no claim shall arise in respect of any agreement so superseded.

17.2 This Agreement (including the documents referred to herein) contains the entire agreement between the Parties relating to the Acquisition and there are no other representations, warranties, conditions or terms whatsoever applicable thereto whether express or implied.

17.3 Any variation to this Agreement shall be binding only if recorded in a document signed by the Parties. Notwithstanding any term of this Agreement, the consent of any third person who is not a Party is not required to rescind or vary this Agreement at any time.

17.4 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 any person under the same liability whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17.5 This Agreement shall be binding upon each Party's successors and assigns and personal representatives. None of the Parties may assign or transfer any of their rights or obligations under this Agreement.

17.6 This Agreement may be executed in any number of counterparts by different Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.

17.7 Each of the Vendors and the Guarantor hereby acknowledges that Chiu & Partners are

acting only for the Purchasers in connection with this Agreement and the transactions contemplated hereby and that each of the Vendors and the Guarantor has been advised to seek independent legal representation in connection with the negotiation and entering into of this Agreement and the transactions contemplated hereby.

17.8 If the Equity Transfer Agreement is executed between the Onshore Vendor, the Onshore Purchaser and any other relevant parties, the performance of obligation under Equity Transfer Agreement by a Party will discharge that Party's same obligation under this Agreement, and vice versa.

17.9 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement and the Parties shall use all reasonable endeavours to replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

17.10 Unless expressly provided to the contrary in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

18. Governing Law, Jurisdiction and Process Agent

18.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and each of the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

18.2 Each of the Parties also irrevocably agrees to waive any objection which it may at any time have to the laying of the venue of any proceedings in any court referred to in this Clause 18 and any claim that any such proceedings have been brought in an inconvenient forum.

18.3 The Onshore Purchaser hereby irrevocably appoints Listco at its principal place of business for the time being in Hong Kong (currently at Suites 2028-36, 20th Floor, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong) as the Onshore Purchaser's process agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to Listco for service at Listco's principal place of business for the time being in Hong Kong. The Onshore Purchaser further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Vendors and the Guarantor informed of the name and address of such agent. Service on such agent of the Onshore Purchaser shall be deemed to be service on the Onshore Purchaser.

18.4 Each of the Vendors and the Guarantor hereby irrevocably appoints Sparkle Roll Aircraft Management (HONGKONG) Limited at its principal place of business for the time being in Hong Kong (currently at Room 2024-36, 20/F., Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong) as the Vendors' and the Guarantor's process agent to receive and acknowledge on its behalf service of any notice, writ, summons,

order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to Sparkle Roll Aircraft Management (HONGKONG) Limited for service at its principal place of business for the time being in Hong Kong. Each of the Vendors and the Guarantor further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Purchasers informed of the name and address of such agent. Service on such agent of the Vendors and the Guarantor shall be deemed to be service on the Vendors and the Guarantor.

Schedule 1

Particulars of the PRC JV

Company name	:	衡准寶聲（北京）貿易發展有限公司 (Balanorm Beo (Beijing) Trading Development Limited)
Place of incorporation	:	Beijing, the PRC
Date of incorporation	:	22 May 2008
Legal address	:	中國北京市東城區建國門內大街 18 號 24 層辦公樓一座 2401-13
Business license No.	:	911101016766463546
Operating period (營業期限)	:	From 22 May 2008 to 21 May 2028
Registered capital	:	RMB50,000,000
Paid-up capital	:	RMB50,000,000
Director	:	(i) 趙小東; (ii) 綦建虹 (iii) 陳凌
Legal representative	:	陳凌

Registered shareholder and percentage of equity held	:	(A1) 耀萊在線(北京)商業服務有限公司	RMB13,000,000	26%
		(A2) 耀萊尊榮滙(北京)商務會所有限公司	RMB9,920,000	19.84%
		(A3) 耀萊博策貿易發展有限公司	RMB1,290,000	2.58%
		(A4) 北京亞通瑞博科技有限公司	RMB1,290,000	2.58%
		(B) 北京耀萊投資有限公司	RMB24,500,000	49%

Schedule 2

Warranties

1. Recitals and general

1.1 The matters stated in the Recitals with respect to the Vendors and the Guarantor, and in Schedule 1 are true and accurate in all material respects.

1.2 All information given by any of the Vendors, the Guarantor or their respective authorised agents to the Purchasers or its authorised agents relating to B&O and the PRC JV was, when given, and is at the date hereof or, will, upon the occurrence of such an Event as expressly stated herein, become accurate and comprehensive in all material respects and there is no fact or matter which has not been disclosed which renders any such information untrue, inaccurate or misleading in any material respect at the date of this Agreement.

1.3 The Warranties contained in this Schedule shall be deemed to be repeated immediately before Completion and to relate to the facts and circumstances then existing.

2. The Vendors, the Guarantor and B&O Shares

2.1 Each of the Vendors and the Guarantor has full legal capacities and has obtained all necessary approvals and consents to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement will, when executed by each of them, be a legal, valid and binding agreement on him in accordance with its terms.

2.2 The share capital and equity interest represented by the Sale Shares and the Sale Equity are issued fully paid or credited as fully paid and beneficially owned by the respective Vendors free from all Encumbrances and the same are freely transferable by the relevant Vendor without the consent, approval, permission, licence or concurrence of any third party.

2.3 The Sale Shares constitute not less 15.09% of the total B&O Shares.

2.4 Each of the Vendor and (where applicable) the Guarantor has obtained all necessary approvals, consents and permissions and completed all filings and registrations, whether in PRC, Denmark, Hong Kong or other jurisdictions to which he/it is subject, in respect of his/its holding, acquisition and/or Disposal of the Sale Shares, the Sale Equity and (where applicable) the acquisition, disposal and/or holding of the Consideration Shares and the execution, delivery and performance of the obligations under this Agreement by each of the Vendors and/or the Guarantor shall not:

(1) violate, conflict or result in any breach of any of his/its obligations to any person (including without limitation, under any contract, security document, undertaking, agreement, instrument or otherwise) or any order or decree directly relating to him/it;

(2) violate or result in any breach of any laws or regulations applicable to him/it; or

(3) attract any Tax or duties (which have not been disclosed to the Purchasers in writing before the date of this Agreement) payable immediately or in future by any of the Purchaser or their respective successors.

3. Disputes and litigation

3.1 None of the Sale Shares and the Sale Equity is the subject of any legal proceedings (including litigation, arbitration and prosecution) and no such proceedings are pending or threatened, nor are there any facts likely to give rise to such proceedings known or which would on reasonable enquiry be known to the Vendors or their representatives.

3.2 There is no dispute with or, to the knowledge of the Vendors and the Guarantor having made all reasonable enquiries, any investigation proceedings by any revenue or official department in Denmark, the PRC, Hong Kong or any other part of the world involving its/his holdings in the Sale Shares or the Sale Equity.

3.3 None of the Vendors and the Guarantor is insolvent and no order has been made or resolution passed for the bankruptcy of the Vendors and there is no any outstanding petition for the bankruptcy of the Vendors nor the Guarantor or any receivership of the whole or any part of the undertaking and assets of the Vendors nor the Guarantor and there are no circumstances which would entitled any person to present such a petition or to appoint such receiver.

3.4 No unsatisfied judgment, order or award is outstanding against the Vendors nor the Guarantor and no distress or execution has been levied on, or other process commenced against, any assets of the Vendors and the Guarantor.

EXECUTION PAGE

IN WITNESS whereof the Parties entered into this Agreement the day and year first above written.

Offshore Vendor

SIGNED by Mr. QI Jian Hong (綦建虹))
for and on behalf of)
Sparkle Roll Holdings Limited)
in the presence of :)

Mr. QI Jian Hong (綦建虹)

Onshore Vendor

SIGNED by Mr. QI Jian Hong (綦建虹))
for and on behalf of)
北京耀萊投資有限公司 **(Beijing Sparkle**)
Roll Investment Limited))
in the presence of :)

Mr. QI Jian Hong (綦建虹)

Guarantor

SIGNED by **Mr. QI Jian Hong (綦建虹)**)
alias Mr. KEI Kin Hung)
in the presence of:)

Mr. QI Jian Hong (綦建虹)

Listco

SIGNED by Mr. Zheng Hao Jiang)
for and on behalf of)
Sparkle Roll Group Limited)
(耀萊集團有限公司))
in the presence of :)

Mr. Zheng Hao Jiang

Onshore Purchaser

SIGNED by 刘晶晶)
for and on behalf of)
北京耀萊新天地商業發展有限公司)
(Sparkle Roll Xin Tian Di Commerce)
Development Limited) in the presence of :)

刘晶晶

EXECUTION PAGE

IN WITNESS whereof the Parties entered into this Agreement the day and year first above written.

Offshore Vendor
SIGNED by Mr. QI Jian Hong (綦建虹))
for and on behalf of)
Sparkle Roll Holdings Limited)
in the presence of :)_____
Mr. QI Jian Hong (綦建虹)

Onshore Vendor
SIGNED by Mr. QI Jian Hong (綦建虹))
for and on behalf of)
北京耀萊投資有限公司 **(Beijing Sparkle**)
Roll Investment Limited))
in the presence of :)_____
Mr. QI Jian Hong (綦建虹)

Guarantor
SIGNED by **Mr. QI Jian Hong (綦建虹)**)
alias Mr. KEI Kin Hung)
in the presence of:)_____
Mr. QI Jian Hong (綦建虹)

Listco
SIGNED by Mr. Zheng Hao Jiang)
for and on behalf of)
Sparkle Roll Group Limited)
(耀萊集團有限公司))
in the presence of :)_____
Mr. Zheng Hao Jiang

Onshore Purchaser
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北京耀萊新天地商業發展有限公司)
(Sparkle Roll Xin Tian Di Commerce)
Development Limited) in the presence of :)_____
刘晶晶