

**DATE: 11 November 2010**

**ORIENTAL CITY GROUP HOLDINGS LIMITED**  
**(as the Company)**

**AND**

**KINGSTON SECURITIES LIMITED**  
**(as Underwriter)**

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**TERMINATION AGREEMENT**  
**in relation to the**  
**Underwriting Agreement relating to a rights issue of**  
**300,000,000 Rights Shares**  
**of HK\$0.01 each in the capital of**  
**ORIENTAL CITY GROUP HOLDINGS LIMITED**  
**on the basis of one Rights Share for every two Shares held on the Record Date**  
**(with Bonus Shares in the proportion of one Bonus Share**  
**for every one Rights Share taken up under the Rights Issue)**

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**THIS AGREEMENT is dated 11 November 2010**

**BETWEEN:**

- (1) **ORIENTAL CITY GROUP HOLDINGS LIMITED**, an exempted company incorporated in the Cayman Islands with limited liability and having its registered office at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and having its head office and principal place of business in Hong Kong at 16<sup>th</sup> Floor, Queen's Road Centre, 152 Queen's Road Central, Hong Kong (the "**Company**"); and
- (2) **KINGSTON SECURITIES LIMITED**, a company incorporated in Hong Kong and having its registered office at Suite 2801, 28<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (the "**Underwriter**").

**WHEREAS:**

- (A) Pursuant to an agreement (the "**Underwriting Agreement**") dated 24 September 2010 (as supplemented by the supplemental agreement dated 21 October 2010) and entered into between the Company and the Underwriter relating to the proposed offer of 300,000,000 Rights Shares to holders of Shares on the basis of one (1) Rights Share for every two (2) Shares held on the Record Date together with the Bonus Shares, the Underwriter has agreed to underwrite the Underwritten Shares on the terms and conditions set out therein.
- (B) The parties to the Underwriting Agreement have agreed to terminate the Underwriting Agreement pursuant to the terms and conditions of this agreement (this "**Agreement**").

**NOW IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS**

- 1.1 In this Agreement and unless the context otherwise requires, definitions and interpretations used in the Underwriting Agreement shall have the same meaning herein.
- 1.2 Reference to a Clause shall be a clause of the Underwriting Agreement.

**2. TERMINATION OF THE UNDERWRITING AGREEMENT**

- 2.1 Each party to this Agreement hereby irrevocably and unconditionally agrees that, on and with effect from the date hereof, the Underwriting Agreement shall terminate and cease to have effect.
- 2.2 Each party to this Agreement hereby releases and discharges the other party from all its obligations duties and liabilities (whether accrued before the date hereof or otherwise) whatsoever under the Underwriting Agreement and from all actions proceedings claims demands damages costs and expenses arising from such obligations duties and liabilities.

**3. GENERAL**

- 3.1 Each party to this Agreement shall pay its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement.
- 3.2 This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party hereto has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

**4. GOVERNING LAW AND JURISDICTION**

- 4.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 4.2 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong but this Agreement may be enforced in any other court in competent jurisdiction.



IN WITNESS WHEREOF this Agreement has been entered into the day and year first above written.

**THE COMPANY**

SIGNED by )  
 )  
for and on behalf of )  
 )  
**ORIENTAL CITY GROUP HOLDINGS** )  
**LIMITED** )  
 )  
in the presence of: )

**THE UNDERWRITER**

SIGNED by *CHOW SWEET FONG* )  
 )  
for and on behalf of )  
 )  
**KINGSTON SECURITIES LIMITED** )  
 )  
in the presence of: )

