

Mr. Jin Bing Rong

Dear Mr. Jin,

Non-Executive Directorship

Thank you very much for agreeing to serve as a non-executive director of SRE Group Limited (the "Company").

I am pleased to confirm the terms of your appointment whereby you agree :-

1. to serve, subject as hereinafter provided, the Company as a non-executive director for a period of two years commencing on 1 July 2010.
2. your appointment is subject to the provisions of the Company's bye-laws. In particular, your office is liable to be vacated in certain circumstances and your appointment will be subject to your re-election following retirement by rotation at any subsequent annual general meeting at which you may be required to retire by rotation in accordance with the terms contained therein (you may, however, offer yourself for re-election).
3. to perform such functions and exercise such powers as are appropriate to your position as a non-executive director of the Company. These will include attending board meetings and general meetings of the Company and meetings of any board committees of which you become a member.
4. to comply with all laws and regulations applicable to the Company including, without prejudice to the generality of the foregoing, the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all other laws and regulations from time to time in force with respect to confidentiality, dealings in securities and notifications required to be made by a director to the Company and/or any other regulatory body. In addition, you will observe, and use your best endeavours to procure that the Company observe, the rules and regulations of The Stock Exchange of Hong Kong Limited and the Hong Kong Codes on Takeovers and Mergers and Share Repurchases in force from time to time.
5. to comply with the Code on Corporate Governance Practices (Appendix 14 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited ("Listing Rules")) in relation to board practices and procedures.
6. to comply with your obligations under the Model Code for Securities Transactions by Directors of Listed Issuers (Appendix 10 of the Listing Rules).
7. You shall not, either during the term of your appointment as a non-executive director of the Company or at any time thereafter:
 - (a) use or divulge or communicate, or permit the use, divulge or communication, to any person any trade secret or confidential information concerning the business or affairs of the Company and its subsidiaries (except to employees or directors

of the Company and its subsidiaries whose province is to know the same or to the professional advisers or agents of the Company and its subsidiaries owing a duty of confidentiality to the Company and its subsidiaries) which may have come to your knowledge; or

- (b) use, or permit the use, for your own purpose or for any purposes other than those of the Company and its subsidiaries any information or knowledge of a confidential nature which you may from time to time acquire in relation to Company and its subsidiaries but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through your default).

During the term, you shall also serve as chairman or a member of one or more board committees of the Company.

As required by the Listing Rules, the directors of the Company are prohibited under its bye-laws from voting at or being counted towards quorum of directors' meeting in respect of any resolution in which they or their associates (as defined under the Listing Rules) are interested.

You will receive a director's fee of HK\$330,000.00 per year for your directorship, payable in arrear at the end of the financial year. The Company will reimburse you for all expenses properly and reasonably incurred by you in the conduct of the Company's business or in the discharge of your duties as a director including any expenses you incur from taking advice from the Company's financial and legal advisers or other independent financial and legal advisers in relation to the performance of your duties.

Your appointment hereunder will terminate on whenever is the earlier of (i) the date of expiry of the period specified in paragraph 2 above; (ii) your ceasing to be a director for any reason pursuant to the Company's bye-laws or any other applicable law; and (iii) one month's written notice by either party.

Please note that the terms of this letter are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.

If you are agreeable to the above terms, please sign and return the duplicate copy of this letter to indicate your acceptance of its terms.


Yours sincerely,
For and on behalf of
SRE Group Limited

X



Shi Jian
Director

I accept the terms of my appointment as set out above.

Signed : 

Mr. Jin Bing Rong

Date : 2 JUN 2010
