

Dated 10th day of February 2010

SRE INVESTMENT HOLDING LIMITED

and

SINOPOWER INVESTMENT LIMITED

and

SRE GROUP LIMITED

TERMINATION AGREEMENT

WOO, KWAN, LEE & LO
Solicitors & Notaries
26th Floor Jardine House
1 Connaught Place
Central
Hong Kong
SSTL/TS/CT/R70423660/09

This Termination Agreement is made on 10 February 2010.

BETWEEN :

- (1) **SRE INVESTMENT HOLDING LIMITED**, a company incorporated in the British Virgin Islands, whose registered office is at Pasea Estate, Road Town, Tortola, British Virgin Islands (“**SRE Investment**”);
- (2) **SINOPOWER INVESTMENT LIMITED**, a company incorporated in the British Virgin Islands with limited liability whose registered office is at Pasea Estate, Road Town, Tortola, British Virgin Islands (“**Sinopower**”); and
- (3) **SRE GROUP LIMITED**, a company incorporated in Bermuda with limited liability whose registered office is at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda and whose place of business in Hong Kong is at Room 2501, 25th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong.

WHEREAS:

- (A) By a sale and purchase agreement dated 21 January 2010 between the same parties to this Termination Agreement (the “**Sale and Purchase Agreement**”), (a) SRE Investment agreed to sell and Sinopower agreed to purchase 1 share of US\$1 in the capital of Gao Feng Limited (the “**Company**”); and (b) SRE Investment agreed to sell and assign and Sinopower agreed to purchase and take an assignment of the unsecured, non-interest bearing and repayable on demand loan in the sum of US\$15,648,699 owing by the Company, on the terms and conditions set out in the Sale and Purchase Agreement.
- (B) In consideration of the mutual promises set out herein, the parties hereto agree to enter into this Termination Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Termination Agreement:
 - (i) unless otherwise defined, expressions defined in the Sale and Purchase Agreement shall have the same respective meanings when used herein; and
 - (ii) unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender or the neuter include both genders and the neuter.
2. The parties hereto mutually and irrevocably agree that the Sale and Purchase Agreement be terminated with immediate effect and the Sale and Purchase Agreement shall lapse and be of no further effect and no party to the Sale and Purchase Agreement shall have any claim against or liability or obligation to the other parties to the Sale and Purchase Agreement in respect of any matter or thing arising out of or in connection with the Sale and Purchase Agreement, including but not limited to any antecedent breaches of the Sale and Purchase Agreement.
3. The parties hereto also mutually and irrevocably agree that they shall bear their own


costs and disbursements whatsoever of and incidental to and in connection with the preparation, negotiation and execution of the Sale and Purchase Agreement and this Termination Agreement.

4. This Termination Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
5. This Termination Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF this Termination Agreement has been executed on the day and year first before written.


SIGNED by Mr. Shi Jian)
for and on behalf of)
SRE INVESTMENT HOLDING LIMITED)
in the presence of: Mr. Yang Yong Gang)

 x 施

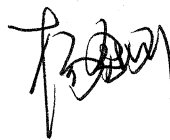
 x 見證人(楊)

SIGNED by Mr. Shi Jian)
for and on behalf of)
SINOPOWER INVESTMENT LIMITED)
in the presence of: Mr. Yang Yong Gang)

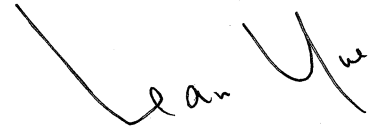
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SEALED with the Common Seal of)
SRE GROUP LIMITED)
and SIGNED by Mr. Shi Jian)
and Mr. Yue Wai Leung, Stan)
in the presence of: Mr. Yang Yong Gang)

 x 見證人(楊)

 x 施

 Yue Wai Leung

