

DATED 22 JUNE 2016

THE PERSONS NAMED IN SCHEDULE 1

in favour of

**PROSPER CONSTRUCTION HOLDINGS LIMITED
(瑞港建設控股有限公司)
AND ITS SUBSIDIARIES**

DEED OF INDEMNITY

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EXECUTION

THIS DEED OF INDEMNITY is made on 22 June 2016

BY:

- (1) **THE PERSONS** whose names and correspondence addresses are set out in Schedule 1 hereto ("**Indemnifiers**")

IN FAVOUR OF:

- (2) **Prosper Construction Holdings Limited (瑞港建設控股有限公司)** ("**Holdings**"), a company incorporated under the Companies Law, Cap 22 (Law 3 of 1961, as consolidated and revised) of the Cayman Islands as an exempted company with limited liability on 6 October 2015, the registered office of which is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose address for service and principal place of business in Hong Kong is Unit 504, 5/F., K. Wah Centre, 191 Java Road, North Point, Hong Kong for itself and as trustee for **THE SEVERAL COMPANIES** whose names are set out in Schedule 2 hereto (the "**Subsidiaries**").

WHEREAS:

- (A) Holdings intend to obtain listing ("**Listing**") of its shares ("**Shares**") in issue and shares to be issued on the Main Board of The Stock Exchange of Hong Kong Limited ("**Stock Exchange**") pursuant to the issue of the Prospectus.
- (B) The Indemnifiers have agreed to give certain indemnities in favour of Holdings and the Subsidiaries subject to the terms and in accordance with the conditions set out in this Deed.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Deed, including the Recitals, the following expressions shall have the following meanings except where the context otherwise requires:

- (a) "**Companies**" mean Holdings and the Subsidiaries and "**Company**" means any one of them;
- (b) "**Effective Date**" means the date on which the conditions referred to in Clause 2 are fulfilled;
- (c) "**Estate Duty**" means the estate duty payable under the Estate Duty Ordinance which includes any interest, penalty or other liability arising in connection with the imposition or non-payment or delay in payment of such duty;
- (d) references to "**Estate Duty Ordinance**" are references to the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) as in force at the date of this Deed but in the event of any repeal or amendment of such provisions such reference shall be read as including any provisions to the like effect respectively replacing or amending the same;
- (e) "**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

- (f) “**PRC**” means the People’s Republic of China (which, for the purposes of this Deed, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan);
- (g) “**Prospectus**” means the prospectus to be issued by Holdings in relation to the Listing;
- (h) a “**relevant transfer**” in relation to any person means any transfer made by that person of any property other than an interest limited to cease on his or her death or property which he or she transferred in a fiduciary capacity being made on or before the date of Listing and such transfer means any transaction of the kind described by the words “**a transfer of any property other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity**” in section 35 of the Estate Duty Ordinance interpreted in accordance with the provisions contained in section 3 of the Estate Duty Ordinance;
- (i) “**Relief**” includes any relief, allowance, concession, right to repayment, set-off, exemption or deduction in computing profits, income, expenditure or other assessable sum, event or circumstance against which a Taxation is assessed, income or expenditure credit or right to repayment of Taxation available to any of the Companies granted by or pursuant to any legislation concerning or otherwise relating to all forms of Taxation;
- (j) “**Taxation**” means:
- (1) Estate Duty and any liability of any of the Companies to any form of taxation and duty whenever created or imposed, whether of Hong Kong, or of any other part of the world, and without prejudice to the generality of the foregoing includes any tax computed on capital assets, profits tax, provisional profits tax, business tax on gross income, income tax, land appreciation tax, value added tax, interest tax, salaries tax, property tax, land appreciation tax, lease registration tax, capital gains tax, inheritance tax, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates, import, customs and excise duties, value added tax and generally any tax, duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities of local, municipal, provincial, national, state or federal level whether of Hong Kong or of any other part of the world;
 - (2) such amount or amounts as is or are referred to in Clause 1.2; and
 - (3) all fines, penalties, costs, charges, liabilities, expenses and interest incidental or relating to the liability to taxation or the deprivation of Relief or of a right to repayment of Taxation which is the subject of the indemnity contained in Clause 4 to the extent that the same is/are payable or suffered by the Companies or any of them;
- (k) “**Taxation Claim**” includes but is not limited to any claim, counterclaim, assessment, notice, demand or other documents issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong, or any other revenue, customs, fiscal, statutory or governmental authority whatsoever in Hong Kong or any other part of the world from which it appears that the Companies or any of them are liable or are sought to be made

liable for any payment of any form of Taxation or to be deprived of any Relief or right to repayment of any form of Taxation which Relief or right to repayment would but for the Taxation Claim have been available to the Companies or any of them; and

1.2 In the event of any loss, reduction, modification, cancellation or deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which a liability has arisen the amount of such Relief or repayment or (if smaller) the amount by which the liability to any such Taxation of the Companies or any of them would have been reduced by such Relief if there had been no such loss, reduction, modification, cancellation or deprivation as aforesaid (but only to the extent that the Relief would otherwise have been capable of full utilisation by any of the Companies), applying the relevant rates of Taxation in force in the period or periods in respect of which such Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and provided that the Companies or any of them (as the case may be) had sufficient profits, turnover or other assessable income or expenditure against which such Relief might be set off or given.

1.3 In this Deed:

- (a) reference to this Deed are to this deed of indemnity;
- (b) unless the context otherwise requires, words denoting the singular number include the plural thereof, words importing one gender include both genders and the neuter and references to persons include firms, companies and corporations, in each case vice versa;
- (c) references to Clauses and the Schedules are to the clauses of and the schedules to this Deed; and
- (d) headings are for ease of reference only and do not form part of this Deed.

2. CONDITIONS PRECEDENT

2.1 The provisions contained in this Deed are conditional on the conditions stated in the section headed "Structure and Conditions of the Share Offer" in the Prospectus being fulfilled or, to the extent permitted, waived by the relevant party. If such conditions are not fulfilled or, to the extent permitted, waived on or before the date falling 30 days from the date of the Prospectus, this Deed shall become null and void and cease to have effect. All such conditions shall be deemed fulfilled in full on the date on which dealings in the Shares first commence on the Stock Exchange.

3. ESTATE DUTY INDEMNITY

3.1 Each of the Indemnifiers hereby jointly and severally covenants and undertakes to each of the Companies that it will indemnify and at all times keep them and each of them fully indemnified on demand against any depletion in or reduction in value of their respective assets or increase in their respective liabilities, or loss or depreciation of any Relief of any of them as a consequence of, and in respect of any amount which the Companies or any of them may hereafter become liable to pay, being:

- (a) any duty which is or hereafter becomes payable by the Companies or any of them by virtue of section 35 of the Estate Duty Ordinance under the provisions of section 43 of the Estate Duty Ordinance or the equivalent thereof under the laws of any jurisdiction outside Hong Kong by reason of the death of any person and by reason of the assets of the Companies or any of such assets being deemed for the purpose of Estate Duty to be included in the property passing on his death by reason of that person making or having made a relevant transfer to the Companies or any of them at any time on or prior to the date of Listing; or
- (b) any amount recovered (now or hereinafter) against the Companies or any of them under the provisions of section 43(7) of the Estate Duty Ordinance in respect of any duty payable under section 43(1) of the Estate Duty Ordinance or the equivalent thereof under the laws of any jurisdiction outside Hong Kong by reason of the death of any person and by reason of the assets of the Companies or any of such assets being deemed for the purpose of Estate Duty to be included in the property passing on his death by reason of that person making or having made a relevant transfer to the Companies or any of them at any time on or prior to the date of Listing; or
- (c) any amount of duty which the Companies or any of them is obliged to pay by virtue of section 43(1)(c) of the Estate Duty Ordinance or the equivalent thereof under the laws of any jurisdiction outside Hong Kong in respect of the death of any person in any case where the assets of another company or any of them are deemed for the purpose of Estate Duty to be included in the property passing on that person's death by reason of that person making or having made a relevant transfer to that other company and by reason of the Companies or any of them having received any distributed assets of that other company on their distribution within the meaning of the Estate Duty Ordinance, in each case at any time on or prior to the date of Listing, but only to the extent to which the Companies or any of them are/is unable to recover an amount or amounts in respect of that duty from any other person under the provisions of section 43(7)(a) of the Estate Duty Ordinance.

3.2 Notwithstanding any other provision of this Deed, the Indemnifiers will not be liable for any penalty imposed on the Companies or any of them under section 42 of the Estate Duty Ordinance by reason of the relevant Company defaulting in any obligation to give information to the Commissioner of Estate Duty under section 42(1) of the Estate Duty Ordinance.

4. TAXATION INDEMNITY

4.1 Without prejudice to any of the foregoing provisions of this Deed and subject as hereinafter provided, the Indemnifiers hereby jointly and severally covenant with each of the Companies that they will jointly and severally indemnify and at all times keep them and each of them fully indemnified on demand against Taxation and Taxation Claim, together with all costs (including all legal costs), expenses or other liabilities which any of the Companies may incur in connection with (i) the investigation, assessment or the contesting of any Taxation Claim; (ii) the settlement of any claim under this Deed; (iii) any legal proceedings in which any of the Companies claims under or in respect of this Deed and in which judgment is given for any of the Companies; or (iv) the enforcement of any such settlement or judgment, falling on any of the Companies resulting from or by reference to any income, profits or gains earned, accrued or

received on or before the date of Listing or any transactions, events, matters or things entered into or occurring on or before the date of Listing, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation or Taxation Claim is chargeable against or attributable to any other person, firm, company or corporation.

4.2 The indemnity contained in Clause 4.1 above shall not apply:

- (a) to the extent that provision has been made for such Taxation in the audited accounts of the Companies or any of them up to 31 December 2015; or
- (b) to the extent that such Taxation or liability for such Taxation falling on any of the Companies in respect of their accounting periods or any accounting period commencing on or after 1 January 2016 and ending on the date of Listing, where such Taxation or liability would not have arisen but for some act or omission of, or transaction voluntarily effected by, any of the Companies (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) without the prior written consent or agreement of the Indemnifiers, other than any such act, omission or transaction:
 - (1) carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets on or after 1 January 2016; or
 - (2) carried out, made or entered into pursuant to a legally binding commitment created on or before 31 December 2015 or pursuant to any statement of intention made in the Prospectus; or
- (c) to the extent that such Taxation liability or Taxation Claim arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law, rules and regulations, or the interpretation or practice thereof by the Inland Revenue Department of Hong Kong or any other relevant authority (whether in Hong Kong or any other part of the world) coming into force after the date of this Deed or to the extent such Taxation Claim arises or is increased by an increase in rates of Taxation after the date of this Deed with retrospective effect; or
- (d) to the extent of any provision or reserve made for Taxation in the audited accounts of the Companies or any of them up to 31 December 2015 and which is finally established to be an over-provision or an excessive reserve in which case the Indemnifiers' liability (if any) in respect of such Taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied pursuant to this Clause 4.2(d) to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter.

5. OTHER INDEMNITIES

5.1 Each of the Indemnifiers hereby jointly and severally undertake to fully indemnify and keep indemnified on demand the Companies in respect of, among other matters, all claims,

payments, suits, damages, settlements, liabilities, losses, administrative or other charges, levies, payments and any associated costs and expenses which would be incurred or suffered by the Companies or any of them as a result of any litigation, arbitration and/or legal proceedings against any Company which was issued and/ or accrued and/or arising from any act, non-performance, omission, non-compliance, or otherwise of any Company on or before the date of Listing including, without limitation, the non-compliances as set out in the paragraph headed "Non-compliance" in the section headed "Business" in the Prospectus.

5.2 Each of the Indemnifiers hereby jointly and severally undertakes to indemnify and at all times keeps the Companies fully indemnified on demand from any depletion in or reduction in value of its assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which the Companies may incur or suffer arising from or in connection with the implementation of the reorganisation of the Companies for the purpose of the Listing.

5.3 Each of the Indemnifiers hereby jointly and severally undertakes to indemnify and at all times keeps the Companies fully indemnified on demand from and against damages, losses, liabilities, claims, expenses and costs arising from any eviction or restraint from use or early termination of any lease prior to expiry of its term in respect of any property owned or leased by any of the Companies, including all costs for relocation of any of the Companies and its assets from any property owned, leased, occupied or used by any of the Companies in case of it being subject to any eviction or restraint from use of such property in connection with any property owned, leased, occupied or used by any of the Companies as a result of the implementation of the reorganisation of the Companies for the purpose of the Listing or failure to obtain mortgagee's consent in respect of the lease of such properties.

6. NO DOUBLE CLAIMS

6.1 No claim under this Deed shall be made by more than one of the Companies in respect of the same (a) Taxation or Taxation Claim; or (b) claim ("Other Claim") under clause 5.1.

7. CLAIMS

7.1 In the event of any Taxation Claim or Other Claim arising under this Deed, the Companies or any of them shall by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder give or procure that notice thereof is as soon as reasonably practicable given to the Indemnifiers in the manner provided in Clause 13; and, as regards any such Taxation Claim or Other Claim, the Companies or any of them shall at the request of the Indemnifiers take such action, or procure that such action be taken, as the Indemnifiers may reasonably request to cause the Taxation Claim or Other Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Taxation Claim or Other Claim and any determination in respect thereof but subject to the Companies or any of them being indemnified and secured to its or their reasonable satisfaction by the Indemnifiers against all losses (including additional Taxation), costs, damages and expenses which may be thereby incurred.

7.2 Without the prior written approval of Holdings, the Indemnifiers shall make no settlement of any Taxation Claim or Other Claim nor agree on any matter in the course of disputing any Taxation Claim or Other Claim likely to affect the amount thereof or the future

taxation liability of any of the Companies.

8. PAYMENTS

8.1 If after the Indemnifiers have made any payment pursuant to Clause 4 hereof, any of the Companies shall receive a refund of all or part of the relevant Taxation (whether pursuant to section 79 of the Inland Revenue Ordinance of Hong Kong (Chapter 112 of the Laws of Hong Kong) ("Inland Revenue Ordinance") or similar legislation elsewhere or otherwise) such Company (if it shall receive such refund) shall repay or (if another of the Companies shall receive such refund) procure the repayment by such other Company, as the case may be, to the Indemnifiers a sum corresponding to the amount of such refund less:

- (a) any expenses, costs and charges properly incurred by the Companies or any of them in recovering such refund; and
- (b) the amount of any additional Taxation which shall not have been taken into account in calculating any other payment made or to be made pursuant to this Clause but which is suffered by any of the Companies in consequence of such refund.

8.2 Any payments due by the Indemnifiers pursuant to the foregoing provisions of this Deed shall be increased to include such interest on unpaid tax as the Companies or any of them shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance or similar legislation elsewhere.

8.3 Any payment made by or due from the Indemnifiers under this Deed shall be made gross, free from and clear of any rights of Taxation, counterclaim or set-offs and without any deduction or withholdings as may be required by law.

8.4 In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation, then the Indemnifiers shall be liable to pay to the relevant Company to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable shall, after making all deductions and withholdings from, or deducting liabilities to Taxation in respect of, such sums, leave the relevant Company with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities to Taxation.

9. BINDING EFFECT

9.1 The Deed shall bind the Indemnifiers and his/its personal representatives and successors and shall enure for the benefit of each party's successors and assigns.

10. FURTHER UNDERTAKING

10.1 The Indemnifiers jointly and severally undertake with each of the Companies that he/it will on demand do all such reasonable acts and things and execute all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the indemnities hereby contemplated.

11. ASSIGNMENT

11.1 The whole or any part of the benefit of this Deed may be assigned by the Companies or any of them but not by any other party hereto.

12. SEVERABILITY

12.1 Any provision of this Deed prohibited by or which is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

13. NOTICES

13.1 Any notice, claim, demand, court process, document or other communication required to be given under this Deed shall be in writing and shall be delivered personally or sent by facsimile or by registered or recorded delivery post, postage prepaid to the respective party at the address set out herein or such other address as may have been last notified in writing by or on behalf of such party to the other parties hereto with specific reference to this Deed. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post or facsimile at the time it would have been received in the normal course of post or facsimile.

14. GOVERNING LAW AND JURISDICTION

14.1 This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Deed.

14.2 The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Ordinance against the parties to it by any other person.

14.3 The Indemnifiers hereby severally and irrevocably appoints Mr. Cui Qi of Flat C, 29/F, Luna Sky, The Cullinan, 1 Austin Road West, Tsim Sha Tsui, Hong Kong (the "**Agent**") as their respective agent to receive and acknowledge on each of their behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. Each of the aforesaid parties agrees that any such legal process shall be sufficiently served on any of them if delivered to the Agent for service as the address of any of them for the time being in Hong Kong. In the event that the Agent cannot continue to act for any or all of them as agent for any reason, the relevant party shall forthwith appoint another agent in Hong Kong for the same purposes and notify such appointment to Holdings. Until such time as the relevant party has so appointed a new agent and notified Holdings accordingly, Holdings shall be entitled to serve on any or each of them any writ, summons, order, judgment or other notice of legal process in Hong Kong on their agent then on record.

IN WITNESS whereof this Deed of Indemnity has been duly executed the day and year first above written.

SCHEDULE 1

The Indemnifiers


<u>Name</u>	<u>Residential /registered address</u>
Solid Jewel Investments Limited	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands
Sky Hero Global Limited	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands
Mr. Cui Qi	Flat C, 29/F, Luna Sky, The Cullinan, 1 Austin Road West, Tsim Sha Tsui, Hong Kong

SCHEDULE 2

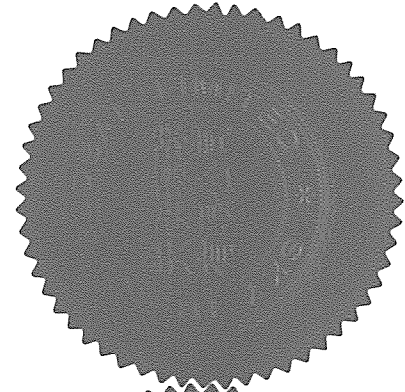
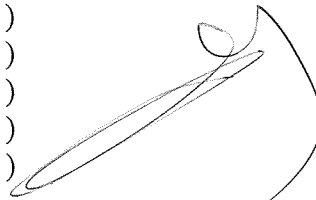
The Subsidiaries


<u>Name</u>	<u>Place of incorporation/ establishment</u>
Prosper Construction Group Ltd. (瑞港建設集團有限公司)	British Virgin Islands
Hong Kong River Engineering Company Limited (香港瑞沃工程有限公司)	Hong Kong
Creator Pacific Limited (海廣有限公司)	Hong Kong
香港瑞沃(澳門)工程有限公司	Macau
PT. Indonesia River Engineering	Indonesia
PT. Hongkong River Engineering Indonesia	Indonesia
HKR-ASL Joint Venture Limited (香港瑞新聯營有限公司)	Hong Kong

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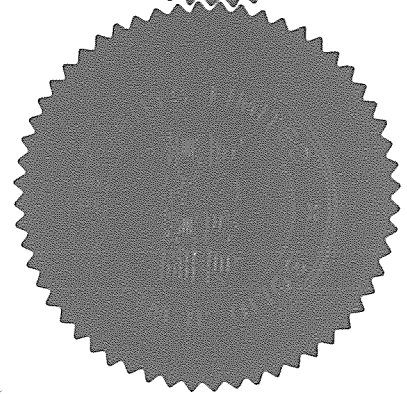
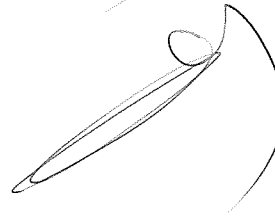
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SKY HERO GLOBAL LIMITED
and signed by its director
CUI QI
in the presence of: 

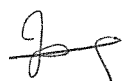
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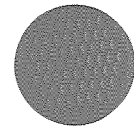
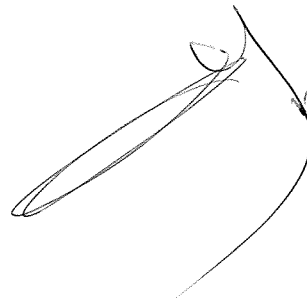
SEALED with the Common Seal of
SOLID JEWEL INVESTMENTS LIMITED
and signed by its director
CUI QI
in the presence of: 

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SIGNED, SEALED and DELIVERED
by **CUI QI**
in the presence of: 

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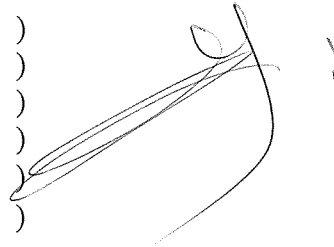


Tang Winnie W

HOLDINGS

SIGNED by CUI QI
for and on behalf of
PROSPER CONSTRUCTION
HOLDINGS LIMITED
瑞港建設控股有限公司
in the presence of:

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)

A handwritten signature in black ink, consisting of several overlapping, sweeping strokes, positioned to the right of the vertical list of closing parentheses.


TANG WINNIE W
Solicitor, Hong Kong SAR
CHIU & PARTNERS