

DATED

10 November

2006

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(1) SYS SOLUTIONS HOLDINGS LIMITED

- and -

(2) LAM CHI SHING

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**DEED OF RELEASE**  
relating to  
*a shareholder's loan in the sum of*  
*HK\$4,987,329.00*

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**THIS DEED OF RELEASE** is made on 10 November 2006

**BETWEEN:**

- (1) **SYS SOLUTIONS HOLDINGS LIMITED**, a company incorporated in the Cayman Islands whose registered office is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands (the "**Company**"); and
- (2) **LAM CHI SHING**, holder of Hong Kong Identity Card No. of G522847(5) of Unit 1602, 16/F, One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong ("**Mr Lam**").

**BACKGROUND**

- A. As of today, Mr Lam, one of the shareholders of the Company has advanced certain loans in an aggregate sum of HK\$4,987,329.00 to the Company (the "**Shareholder's Loan**").
- B. On 3 November 2006, Mr Lam, as one of the vendors and one of the vendor guarantors, has entered into an agreement for the sale and purchase (the "**Shares Acquisition Agreement**") of certain shares in the Company with (1) Colpo Mercantile Inc. as purchaser, and (2) Cyber Mission Ventures Limited, (3) Cyber Profit Group Limited, (4) Hankison Investments Limited, (5) Expeditious Management Limited and (6) Sun Strategic Investments Limited, as other vendors (together with Mr Lam collectively, the "**Vendors**"); (7) Mr. Yuen Kin Tong as the other vendor guarantor; and (8) Mr Chan Wing Him Kenny as purchaser guarantor.
- C. The Shareholder's Loan remains outstanding and owing from the Company to Mr. Lam as at the date hereof.
- D. Pursuant to the Shares Acquisition Agreement, Mr. Lam has consented to waive and release the Company from the repayment of the Shareholder's Loan on the terms set out below.

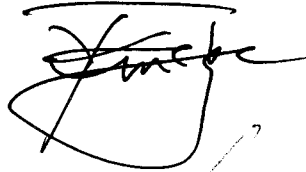
**THIS DEED WITNESSES** as follows:

1. Subject to the due and punctual performance of all of the obligations of Colpo Mercantile Inc. under the Shares Acquisition Agreement, Mr. Lam unconditionally and irrevocably releases and discharges the Company absolutely from all claims, demands, obligations, suites, damages, losses, liabilities, costs and expenses, contingent or otherwise, whether now existing or hereafter arising out of, in connection with, or relating to the Shareholder's Loan.

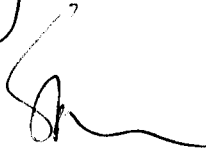
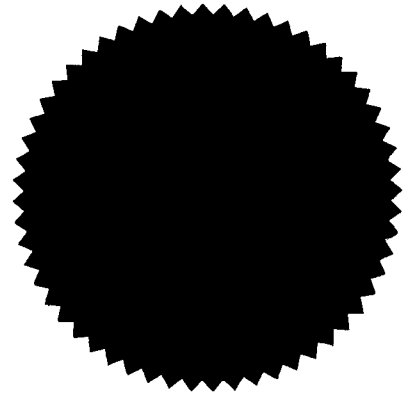
2. Subject to the due and punctual performance of all of the obligations of Colpo Mercantile Inc. under the Shares Acquisition Agreement, Mr. Lam hereby further covenants with the Company, upon the execution of this deed of release, all the obligations of the Company pursuant to the Shareholder's Loan shall be fully and finally discharged and that no claim whatsoever may be made by Mr. Lam against the Company, or any of its affiliated persons or entities.
  
3. This deed of release shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The parties hereto submit in connection herewith to the non-exclusive jurisdiction of the courts of Hong Kong.

The Common Seal of **Sys Solutions Holdings Limited** was hereunto affixed in the presence of:

Director



Director/Secretary

**SIGNED SEALED AND DELIVERED** as a deed by **Lam Chi Shing** in the presence of :

