



Strictly Private & Confidential

Xinyi Group (Glass) Co. Ltd.
3/F Harbour View 2,
No. 16 Science Park East Avenue
HK Science Park Phase 2
Tai Po
New Territories

Atten: Fonia Tong

3 November 2014

Dear Madam,

Facility Agreement dated 3 November 2014 between Xinyi Group (Glass) Co. Ltd. as borrower (the "Borrower") and The Hongkong and Shanghai Banking Corporation Limited as lender (the "Lender") in connection with a term loan facility (the "Facility") in an amount up to HK\$263,000,000 (the "Facility Agreement")

We refer to the intended voluntary conditional cash offer by Xinyi Automobile Glass (BVI) Company Limited (the "Offeror") for all the issued shares in ZMFY Automobile Glass Services Limited (ZMFY) (other than those already owned and/or agreed to be acquired by the Offeror and/or parties acting in concert with it) (the "Offer").

We also refer to the Facility Agreement, a copy of which is annexed to this letter.

We, in our capacity as Lender, hereby confirm that, as at the date of this letter:

1. the Facility Agreement has been entered into and has not been terminated;
2. the Facility is granted for the sole and exclusive purpose of financing the Borrower's and /or the Offeror's payment of the consideration for the Offer ;
3. we have received all security documents required under the Facility Agreement in form and context satisfactory to us;
4. subject to the section (General Conditions For Drawing) of the Facility Agreement, there are no conditions remaining to be satisfied before the sum of HK\$263,000,000 can be drawn down by the Borrower or Offeror under the Facility for the sole purpose of satisfying the full acceptance of the Offer when needed;
5. notice of drawdown under the Facility may be given under the terms of the Facility Agreement subject to the satisfaction of the conditions precedent stated above at any time from the date of the Facility Agreement until 6 February 2015 (both days inclusive) ; and



6. (i) the Borrower is required under the Facility Agreement to notify the Lender in writing of any default under the Facility Agreement (and the steps, if any, being taken to remedy it) (a "**Default Notice**") promptly upon it becoming aware of its occurrence. As at the date of this confirmation, we have not received any Default Notice from the Borrower; and (ii) in the event that all the conditions precedent stated above are satisfied, the Lender is obliged to fund the Facility.

We have no obligation to notify you if there is any change in the circumstances referred to above after the date of this letter, save and except that we shall promptly give you written notice upon occurrence of the Facility Agreement is terminated.

We agree that the existence and/or contents of this confirmation letter may be disclosed: (i) to the Securities and Futures Commission of Hong Kong and/or as required by it or any other relevant regulatory body, in each case subject to compliance with applicable laws and regulations from time to time; (ii) in any public document or announcement issued in connection with the Offer if required under applicable laws and regulations; and (iii) to your professional advisers.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'Ivan Wong', written over a horizontal line.

Ivan Wong
Senior Vice President

Enclosures: (1) copy Facility Agreement