**THIS DEED OF APPOINTMENT** **OF ADDITIONAL TRUSTEE** is made the 2nd day of July, Two Thousand and Eleven

**BETWEEN**:

1. **MR WANG WENJIAN** (holder of PRC passport G17858219) of Group 3, Baojia, Dongbei Jiedao, Yu Yao, Zhejiang Province, China. (the “**Present Trustee**”) of the first part; and
2. **EQUITY TRUST (HK) LIMITED**, a company incorporated in Hong Kong whose registered office is at 36/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the “**Additional Trustee**”) of the second part; and
3. **THE PERSONS LISTED IN SCHEDULE ONE OF THIS DEED** (the “**Beneficiaries**”) of the third part.

**WHEREAS**:

1. This Deed is supplemental to 1) a Trust Deed dated 28 July 2006 made between a group of employees of Sunny Optical Technology (Group) Company Limited as the asset contributor and the Present Trustee as the original trustee (the “Original **Trust Deed** ”) constituting a trust known as The Sunny Group Employee Trust (the “**Trust”**) and 2) a supplemental Trust Deed dated 2 July 2011 made between the Present Trustee as the present trustee and the persons listed in the First Schedule therein as the protector and the Beneficiaries as the present beneficiaries (the “**Supplemental Trust Deed** ”).
2. Terms and expressions not specifically herein defined shall unless the context otherwise requires bear the same meanings herein as in the Original Trust Deed and the Supplemental Trust Deed.
3. By Clause 4.1 of the Supplemental Trust Deed, the power of nominating new or additional trustee(s) under the Trust is vested for the time being in the Present Trustee. Such person(s) being nominated shall be appointed as the new or additional trustee(s) upon obtaining consent of the beneficiaries of the Trust who hold 75% or more of the beneficial shares in the Trust Fund.
4. The Present Trustee as the sole trustee of the Trust for the time being and is desirous of nominating the Additional Trustee to act jointly with the Present Trustee as the Trustees of the Trust in the execution and administration thereof.
5. The Beneficiaries as all the beneficiaries of the Trust for the time being consent to such nomination of Additional Trustee.

**NOW THIS DEED WITNESSES** as follows:

1. In exercise of the power conferred upon it by Clause 4.1 of the Supplemental Trust Deed and of every other power so enabling it, the Present Trustee **HEREBY NOMINATES** the Additional Trustee and the Beneficiaries **HEREBY CONSENT** to such nomination of the Additional Trustee to be a Trustee to act jointly with the Present Trustee as the Trustees for all the purposes of the Trust.
2. By executing this Deed, the Additional Trustee **HEREBY ACCEPTS** the appointment as an Additional Trustee of the Trust and **DECLARES** that it shall henceforth hold as the trustee of the Trust jointly with the Present Trustee all such of the trust property transferred to it particulars of which are set out in the Schedule Two hereto upon the trusts of and subject to the terms and conditions of and with the powers contained in or arising from the Trust Deeds.
3. The Trust Fund shall vest in the Present Trustee and the Additional Trustee at the date hereof and on and after such date and the Present Trustee **HEREBY COVENANTS** with the Additional Trustee to take all and any such further action as may be reasonably necessary or desirable to vest the Trust Fund in the Present Trustee and Additional Trustee.
4. The Additional Trustee shall not be liable for any loss to the Trust Fund or any part of the income thereof arising out of or otherwise related to the administration of the Trust by the Present Trustee, including actions, claims, costs, demands, loss or damage of any kind whatsoever, whether in respect of debts, probate, succession, estate or any other duties, imposts or taxes of whatever nature, and shall be indemnifed and held harmless out of the Trust Fund against claims, losses, damages, taxes, expenses and other impositions arising in connection with the Trust Fund.
5. The Additional Trustee hereby submits to the nonexclusive jurisdiction of the Courts of Hong Kong in all matters arising out of or in connection with this Deed.