

XINGDA INTERNATIONAL HOLDINGS LIMITED
(a company incorporated in the Cayman Islands)
Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681GT, George Town
Grand Cayman, British West Indies

Date: 20 July 2006

Ms. Xu Chunhua
Room 1001, Unit 2
Building No. 12
Le Fu Jiang Nan
No. 1 Yong Ding Lu
Beijing
PRC

Dear Ms. Xu,

Xingda International Holdings Limited ("Company")
Appointment of Independent Non-executive Directorship

We write to confirm our appointment of your goodself as one of the independent non-executive directors of the Company with effect from 23 August 2005.

Your employment shall be deemed to have commenced on 23 August 2005 and is for a term of three years during which either the Company or your goodself may terminate your employment at any time without compensation by giving to the other not less than three (3) months' prior notice in writing. Thereafter, your employment shall continue subject to termination by either party giving not less than three (3) months' prior notice in writing to the other party.

Under Article 89 of the new articles of association of the Company ("**Articles**") to be adopted by the Company prior to and in connection with the proposed listing ("**Listing**") of the shares of the Company on the Main Board of The Stock Exchange of Hong Kong Limited ("**Stock Exchange**"), the office of a director of the Company is liable to be vacated in certain circumstances. In addition, under Article 87 of the Articles, one-third of the directors of the Company are required to retire from office at each annual general meeting (they may, however, offer themselves for re-election).

You shall ensure that you are fully aware of and comply with your legal obligations, and all your obligations under the articles of association of the Company in force from time to time and all other relevant rules, regulations and requirements (including, upon the Listing, the Rules Governing the Listing of Securities on the Stock Exchange ("**Listing Rules**"), the Articles, the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) ("**SFO**"), the Codes on Takeovers and Mergers and Share Repurchases ("**Code**") and other relevant laws, regulations, codes, guidelines, rules and requirements) as an independent non-executive director of the Company. Without limiting the generality of the foregoing, you agree that you will at all times during the term of your appointment after the Listing:

1. comply with Rules 3.08 to 3.20 (both inclusive) of the Listing Rules applicable to independent non-executive directors of listed companies;

2. comply with the Model Code for Securities Transactions by Directors of Listed Issuers as set out in Appendix 10 of the Listing Rules;
3. at the minimum perform the functions of an independent non-executive director (in addition to the functions of a director of a listed company) as required by the Code on Corporate Governance Practices as set out in Appendix 14 of the Listing Rules including but not limited to:
 - (a) participating in board meetings of the Company to bring an independent judgment to bear on issues of strategy, policy, performance, accountability, resources, key appointments and standards of conduct;
 - (b) taking the lead where potential conflicts of interests arise;
 - (c) serving on the audit, remuneration, nomination and other governance committees, if invited; and
 - (d) scrutinising the Company's performance in achieving agreed corporate goals and objectives, and monitoring the reporting of performance;
4. assist the sponsor and the compliance adviser of the Company to perform their roles under the Listing Rules;
5. not engage in any activity in competition with the business of the Company and its subsidiaries ("**Group**"), or otherwise engage in any activity which could prevent you from acting as an independent non-executive director of the Company in accordance with the Listing Rules;
6. comply with every applicable law, the Listing Rules and every regulation of the Company for the time being in force in relation to dealings in shares or other securities of the Company, any member or other associated company of the Group; and
7. undertake to inform the Company as soon as you are aware that you are in breach of any requirements under the Listing Rules, the SFO, the Code or other relevant law and regulations.

Upon the Listing, as required by the Listing Rules, (a) the directors of the Company are prohibited under certain circumstances from voting at or being counted towards the quorum of a directors' meeting in respect of any resolution in which they are interested; (b) your goodself, as independent non-executive director, should not have in existence certain factors which are considered under Rule 3.13 of the Listing Rules to have impaired your independence. By accepting this appointment, you will be deemed to have represented and undertaken to the Company and the Stock Exchange that, upon the Listing, you shall satisfy the above requirements to act as an independent non-executive director of the Company. During the term of your appointment after the Listing, you shall notify the board of directors of the Company and the Stock Exchange in writing immediately upon the occurrence of, or your becoming aware of, any matter which may affect your independence under the Listing Rules.

During the term of your appointment hereunder, your director's fee shall be US\$50,000 per annum or such other amount as may be determined by the board of

directors of the Company from time to time, payable half-yearly in arrears on 30 June and 31 December of each year ("Payment Date") and shall be deemed to accrue on a day to day basis. If your appointment is terminated for any reason (including the expiry of the term hereunder by way of three (3) months' prior written notice) and such termination occurs on any day other than the Payment Date or if you retire, your director's fee payable shall be pro-rated from the date of the last payment made to you to the actual date of termination or retirement. Your director's fee shall otherwise be payable in such manner and at such time as we may from time to time mutually agree.

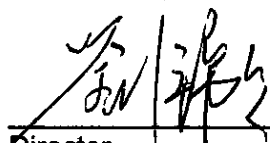
The Company shall reimburse the Director for all reasonable out-of-pocket expenses properly incurred by the Director in connection with the performance of his duties under this Agreement or in connection with his office, provided that he furnishes to the Company all appropriate receipts and vouchers.

You agree that you shall not either during the continuance of your appointment or at any time thereafter except as authorised or required by the duties herein provided, divulge to any person whatsoever or to any body corporate or unincorporated and shall use your best endeavours to prevent the unauthorised publication or disclosure of any trade secret or any confidential information concerning the business or finances of any member of the Group or any of its dealings, transactions or affairs which may come to your knowledge during or in the course of your appointment hereunder.

You agree that after the Listing, in the event of any change to the requirements or obligations of the Listing Rules applicable to an independent non-executive director, this agreement and the appointment hereunder shall be terminated and a new agreement be entered into between us and yourself to ensure compliance with any such changes to the Listing Rules.


Please confirm your acceptance of appointment as an independent non-executive director of the Company hereunder by signing, dating and returning to us the acceptance below.

Yours sincerely,
For and on behalf of
Xingda International Holdings Limited



Director

I, Xu Chunhua, understood and agreed to abide by all terms and conditions as regards my appointment under this letter, and hereby signify my acceptance by signing this letter.



Xu Chunhua
Date: 20 July 2006