

Leone Holdings Ltd, Minuit Holdings Ltd
Leone Holdings Ltd, Minuit Holdings Ltd 【卖方】
[SELLERS]

And
和

Wotaiji Capital Management L.P.
沃太極資本管理（有限合夥）公司【买方】
[PURCHASER]

Regarding Midnight Investments L.P.
关于 Midnight Investments L.P.（目标公司）的
[TARGET]

CONDITIONAL PURCHASE AND SALE AGREEMENT
附条件生效资产购买协议

dated as of November 9, 2016

签订日期:2016年11月 9 日

CONDITIONAL PURCHASE AND SALE AGREEMENT

附条件生效资产购买协议

This **CONDITIONAL PURCHASE AND SALE AGREEMENT** (this "**Agreement**") dated as of November 9, 2016 is made by and among **Leone Holdings Ltd**, a British Virgin Islands company ("**SPV2**"), **Minuit Holdings Ltd**, a British Virgin Islands company ("**SPV3**", and, together with **SPV2**, the "**Sellers**"), **Wotaiji Capital Management L.P.**, a Hong Kong limited partnership ("**Purchaser**"), and **Midnight Investments L.P.**, a Hong Kong limited partnership (the "**Target**"). **Sellers**, **Target** and **Purchaser** are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

本附条件生效资产购买协议（本“协议”）于2016年11月9日由Leone Holdings Ltd（一家英属维京群岛公司，下称“SPV2”）、Minuit Holdings Ltd（一家英属维京群岛公司，下称“SPV3”）作为卖方（“卖方”），沃太極資本管理（有限合伙）公司（一家香港有限合伙企业）作为买方（“买方”），与Midnight Investments L.P.（一家香港有限合伙企业）作为目标公司（“目标公司”）一同签订。卖方、目标公司、买方在该协议下合称为“各方”，单独称为“一方”。

RECITALS

序言

WHEREAS, **Sellers** and **Target** are newly established entities established for the sole purpose of effectuating the transactions contemplated hereby;

鉴于，卖方和目标公司是交易完成之需而新成立的实体；

WHEREAS, **Sellers** together own 100% of the issued and outstanding Equity Interests of **Target**;

鉴于，卖方共同享有目标公司已发行股权权益的100%；

WHEREAS, **Target** owns and controls, directly or indirectly, (a) the percentage of the issued and outstanding Equity Interests of each of the companies listed in **Exhibit A-1** set out therein opposite the name of such company (together, the "**HK Companies**"), and (b) the percentage of the issued and outstanding Equity Interests of each of the companies listed in **Exhibit A-2** set out therein opposite the name of such company (the "**US Companies**"); the **HK Companies** and **US Companies** are together hereinafter referred to as the "**Target Companies**"; and the **Target Companies** which are not so owned directly by **Target** being referred to herein together as the "**Subsidiaries**", as set forth on Exhibits A-1 and A-2); and

鉴于，目标公司直接或间接拥有和控制（a）附件A-1所列公司的已发行股权利益的百分比（在此已列明相对应公司的名称）（合称“香港公司”），和（b）附件A-2所列公司的已发行股权

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利益的百分比（在此已列明相对应公司的名称）（“美国公司”；香港公司与美国公司合称“目标公司子公司”；非目标公司直接所有的目标公司子公司此称“子公司”，详见附件A-1和附件A-2的列举）；以及

WHEREAS, Purchaser desires to purchase from Sellers, and Sellers desire to sell to Purchaser, 80% of the outstanding Equity Interests in Target (the “Transferred Interests”), subject to the terms and conditions set forth in this Agreement.

鉴于，依本协议约定的条款和条件，买方有意收购、卖方愿意出卖目标公司已发行股权利益的百分之八十（80%）（“转让权益”）。

WHEREAS, the obligations of the Parties under this Agreement are subject to a condition precedent that the Purchaser and Sellers agree to the Purchase Price (as defined below), each Party acting in its discretion in accordance with the terms hereof, which agreement is anticipated to be set forth in the Purchase Price Supplement (as hereinafter defined).

鉴于，买卖双方同意交易价格（定义见下）是各方本协议项下义务的先决条件，每一方依照本协议条款自行裁量决定，交易价格望在交易价格补充协议（定义见下）中作规定。

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

现在，据此，基于本协议所载之前提，双方在本协议项下所做的共同承诺、陈述与担保、契约和条件以及其他有价值的考虑，在双方完全接受且充分知晓的情况下达成以下协议：

ARTICLE I. PURCHASE AND SALE

第一条 . 交易

Section 1.1 Purchase and Sale 第 1.1 条 买卖。

On the terms and conditions contained in this Agreement, Sellers agree to sell to Purchaser, and Purchaser agrees to purchase, accept and pay for, the Transferred Interests.

基于该协议下的条款和条件，卖方同意出卖给买方，买方同意购买、接受并支付转让权益。

Section 1.2 Defined Terms 第 1.2 条 术语定义。 Capitalized terms used herein shall have the meanings ascribed to them in Schedule 1.2.

首字母大写的术语定义应按照清单 1.2 的约定。

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ARTICLE II. PURCHASE PRICE

第二条 . 交易价格

Section 2.1 Purchase Price

2.1条 交易价格

(a) The purchase price for the Transferred Interests (the "Purchase Price") shall be determined, if at all, by good faith negotiation by the Parties after the execution and delivery of this Agreement, and set forth in one or more writings executed and delivered by all of the Parties hereto which, when so executed and delivered, will supplement this Agreement and form a part hereof and are hereby incorporated herein by this reference (such written supplement(s) (together, if there is more than one such supplement), the "Purchase Price Supplement"); *provided, however*, the Purchase Price shall not be less than \$345,600,000 and not greater than \$518,400,000; *provided, further*, that Sellers acknowledge that Purchaser will take into consideration a report issued by an appraiser commissioned by Purchaser, and Purchaser acknowledges that Sellers shall not be bound by, or bound to consider, such appraisal or report. The Purchase Price shall be paid on such terms, at such times, in such form, and in such manner as are set forth in the Purchase Price Supplement.

转让协议的交易价格（“交易价格”）应由双方在签订、交付本协议后基于诚实信用协商确定，该交易价格将由各方书面签订、交付，以补充协议的形式作为本协议的一部分（该书面补充协议成为“交易价格补充协议”）；但是，交易价格不得低于叁亿肆仟伍佰陆拾万美元（\$345,600,000）且不得高于伍亿壹仟捌佰四拾万美元（\$518,400,000）；并且，卖方确认买方将考虑其雇佣的评估机构出具的评估报告，买方确认卖方不受评估或评估报告的约束。交易价格将根据在交易价格补充协议中的条款、时间、形式和方式支付给卖方。

(b) Unless otherwise specified in this Agreement, all Purchase Price payments shall be made in United States Dollars (“\$” or “Dollars”) by wire transfer of immediately available funds to a bank and account specified by the payee in writing, for the credit of such payee.

除非该协议明确规定，所有交易价格应以美元形式（“\$”或“美元”）通过电汇的方式支付至收款人书面指定的银行账户，应收款人为收款方。

Section 2.2 Payment Schedule. The Purchase Price shall be paid by Purchaser to Sellers as set forth in the Purchase Price Supplement; *provided, however*, that, no later than November 18, 2016, Purchaser shall deposit (or cause to be deposited on its behalf) into the Escrow Account (which shall be maintained by the Escrow Agent, in accordance with the Escrow Agreement, in the United States, Hong Kong or the British Virgin Islands) the amount of Four Million US Dollars (\$4,000,000) as a good faith payment (the "First Tranche Good Faith Deposit"); *provided, further* that, if the Closing Date has not occurred on or prior to January 5, 2017 and Purchaser exercises the Extension Option (as defined in Section 9.2 hereof), Purchaser

shall deposit (or cause to be deposited on its behalf) into the Escrow Account (which shall continue to be maintained by the Escrow Agent, in accordance with the Escrow Agreement, in the United States, Hong Kong or the British Virgin Islands), no later than January 31, 2017, the additional amount of Ten Million US Dollars (\$10,000,000) (the “Second Tranche Good Faith Deposit”, and, together with the First Tranche Good Faith Deposit, the “Good Faith Deposit”) as a further good faith payment. Upon occurrence of the Closing, the Good Faith Deposit (or the portion thereof then remaining in the Escrow Account) shall be released from Escrow Account and paid to or at the direction of Sellers as part of the Purchase Price. If the Closing does not occur on or before the Outside Closing Date because Sellers fail to perform their obligations hereunder notwithstanding satisfaction all of the conditions precedent to Closing set forth in Sections 6.1 and 6.3, then (1) the Good Faith Deposit (or the portion thereof then remaining in the Escrow Account) shall be released from Escrow Account and returned to or at the direction of Purchaser, (2) Sellers shall repay to Purchaser any amounts released from the Escrow Account to Sellers, if any (that is, the Extension Fee, if such fee was paid to Sellers) within five (5) business days after such failure, and (3) Sellers shall pay to Buyer a separate termination fee within five (5) business days after such failure in the amount of either Four Million Dollars (\$4,000,000), if such failure occurs prior to or on January 31, 2017, or Ten Million Dollars (\$10,000,000), if such failure occurs subsequent to January 31, 2017. If the Closing does not occur because Purchaser fails to perform its obligations hereunder notwithstanding satisfaction all of the conditions precedent to Closing set forth in Sections 6.2 and 6.3, the Good Faith Deposit (or the portion thereof then remaining in the Escrow Account) shall be released from the Escrow Account and paid to or at the direction of Sellers. If the Closing does not occur on or before the Outside Closing Date (as defined in, and as it may be extended pursuant to, Section 9.2(c)) and any condition precedent set forth in Section 6.1(d), 6.2(e) or 9.1 fails to have been satisfied on or before the Outside Closing Date, then (1) a portion of the Good Faith Deposit in an amount equal to the Termination Fee shall be released from Escrow Account and paid to or at the direction of Sellers and (2) the remaining portion of the Good Faith Deposit (which remaining portion shall be, for the avoidance of doubt, \$14,000,000 less the Extension Fee, if any, less the Termination Fee, if any (both as defined in Section 9.2(c)) shall be released from Escrow Account and returned to or at the direction of Purchaser.

第 2.2 条 付款安排。买方应依照交易价格补充协议的规定向卖方支付交易价格；条件是，不晚于2016年11月18日，买方应当向共管账户中存入肆佰万美元（\$4,000,000）作为诚意金（“第一笔诚意金”）（共管账户由共管代理根据共管协议在美国、香港或英属维京群岛设立并维护）。但是，若交割未在2017年1月5日或之前发生，且买方行使其延长权（由本协议第9.2条定义），买方应当在不迟于2017年1月31日向共管账户（应当继续在美国、香港或英属维京群岛维护）中存入额外壹仟万美元（\$10,000,000）（“第二笔诚意金”，与第一笔诚意金统称“诚意金”），作为履约诚意金。在交割的同时，诚意金（或共管账户中剩余的部分）应作为交易价款的一部分自托管账户支付至卖方。若因卖方未能履行其在本协议项下的义务，无论第6.1和第6.3条中规定的交割先决条件是否满足，而导致交割未能在延长交割日或之前发生，则（1）诚意金（或共管账户中剩余的部分）应当自共管账户释放并退还给买方，（2）卖方应当在五（5）个工作日内向买方支付一笔等于已经从共管账户中放款到卖方的的金额（即延长费，若已实际支付给卖方），且（3）若卖方该等不履行义务发生在2017年1月31日或之前，则卖方应当向买方另行支付四百万美元（\$4,000,000）终止费，若发生在2017年1月31日之后，则卖方应当向买方支付另行支付一千万美元（\$10,000,000）终止费，且卖方应当在不履行义务五（5）个工作日内向买方支付上述终止费。若因买方未能履行其在本协议项下的义务，无论第6.2条和6.3条规定的交割先决条件是否满足，而导致交易未能交割，诚意金（或共管账户中剩余的部分）应当自共管账户中释放并按卖方

指示支付给卖方。若因第6.1(d)、6.2(e)、或9.1条中规定的任何先决条件未能在延长交割日或之前得到满足，导致交割未能在延长交割日（根据第9.2(c)条定义并延长）或之前发生，则（1）诚意金中与终止费金额相等的金额应当自共管账户中按卖方指示交付给卖方，且（2）诚意金中剩余的部分（为避免歧义，即壹仟肆佰万美元减去适用的延长费，再减去适用的终止费，均由第9.2(c)条定义）应当自共管账户中释放并按买方指示支付给买方。

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLERS AND TARGET

第三条 卖方和目标公司的陈述与保证

Subject to the provisions of this Article III, and the other terms and conditions of this Agreement, and except as otherwise disclosed to Purchaser, Sellers and Target hereby represent and warrant to Purchaser as of the Effective Date and the Closing Date (except where such representation or warranty is limited to a specific date or time below), as follows:

根据第三条的规定以及其他该协议下的条款和条件，除另需向买方披露，卖方和目标公司自生效日和交割日在此向买方作出以下陈述与保证（除非该陈述与保证受限于特殊日期或以下时间）：

Section 3.1 Assets. Sellers and Target represent and warrant as follows:

第 3.1 条 资产。卖方和目标公司陈述与保证如下：

(a) Sellers' Assets. Sellers together own 100% of the outstanding Equity Interests in the Target.

卖方的资产。卖方共同拥有 100% 已发行的目标公司的股权利益。

(b) Target's Assets. Target (i) owns, directly or indirectly through one or more Subsidiaries, the percentage of the outstanding Equity Interests in each Target Company set forth on Exhibits A-1 and A-2, and, for each Subsidiary Exhibits A-1 and A-2 also set out the record owner of Equity Interests of such Target Company, and (ii) owns directly the assets set forth on Exhibit 3.1(b)(ii) ("Reclaimed Copyrights").

目标公司的资产。目标公司：(i) 直接拥有、或通过一个或多个子公司间接拥有附件 A - 1 和 A - 2 所列各目标公司子公司以发行的股权利益百分比，以及各子公司在附件 A - 1 和 A - 2 所列各目标公司子公司股权利益，以及 (ii) 附件 3.1 (b) (ii) 所列的直接拥有的资产（“收回的著作权”）。

(c) Target Companies' Assets. The following are the Target Companies' combined assets (the "Target Company Assets");

所有目标公司子公司的资产。以下为所有目标公司子公司的资产 (“所有目标公司子公司的资产”)

(i) The US Companies own the following (“US Assets”):

美国公司拥有的资产如下 (“美国公司的资产”) :

- (x) The Material Contracts set forth on Exhibit 3.1(c)(i)(1); and
附件3.1 (c) (i) (1) 中所列的重大合同
- (y) The Intellectual Property set forth on Exhibit 3.1(c)(i)(2); and
附件3.1 (c) (i) (2) 中所列的知识产权 ; 以及
- (z) The goodwill of Voltage Pictures; and all other assets currently
owned by the US Companies except for the Excluded Assets, as may be further set forth herein.

Voltage Pictures的商誉 ; 以及除被排除的资产外 , 美国公司所有其他现有资产 , 本协议对此可能作进一步的约定。

(ii) The HK Companies own the following assets (the “HK Assets”):

香港公司拥有的资产如下 (“香港资产”) :

- (x) The Material Contracts set forth on Exhibit 3.1(c)(ii)(1).
附件3.1 (c) (ii) (1) 所列的重大合同。

- The Sellers Assets, Target Assets, and the Target Company Assets are herein together referred to as the “Targeted Assets”.

卖方的资产、目标公司的资产和所有目标公司子公司的资产一并称为“目标资产”。

Section 3.2 Existence, Qualification, and Other Matters.

第 3.2 条 存续、资格和其他事项

(a) Existence and Qualification. Each of Sellers, Target and each Target Company is duly organized and validly existing under the Laws of the State and/or country of its formation, as set forth on Exhibit 3.2(a), and is duly qualified to do business in each jurisdiction where it or its business operations is or are located, or in which any material portion of its assets are located, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

存续和资格。卖方、目标公司和各所有目标公司子公司均根据州立或国家法律正式成立并有效存续，详情请见附件 3.2 (a)，并且在其或其经营管辖区内或大部分资产所在地内有经营资格，除非在某些地区不具经营资格也不会造成重大不利影响。

(b) Power. Each of Sellers, Target and each Target Company has the power and authority to own, enforce, lease or otherwise hold, directly or indirectly, the Targeted Assets owned by it and conduct its business in a manner consistent with past practice.

权力。卖方、目标公司和各所有目标公司子公司均具有拥有、处置、租赁或直接或间接的持有目标公司资产的权利，并根据以往惯例而实施经营。

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement and each other Transaction Document to which it is party by each of Sellers and Target, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary company action on the part of both Sellers and Target. This Agreement and each such other Transaction Document has been duly executed and delivered by each of Sellers and Target and constitutes the valid and binding obligations of each of Sellers and Target, enforceable against it in accordance with its terms.

授权和执行力。签署、交付和履行该协议和其他卖方和目标公司作为合同一方的各交易文件，以及本拟进行交易的完成均已获得卖方和目标公司的必要正式有效授权。本协议和各交易文件已经被卖方和目标公司正式签署和交付并且构成卖方和目标公司各方有效以及有约束力的义务，根据相关条款具有强制执行力。

(d) No Conflicts. Except for any consents or approvals referenced in Section 6.1(d), the consummation of transactions contemplated by this Agreement shall not (i) violate any provision of the certificate of formation or operating agreement (or equivalent governing instruments) of either of the Sellers or Target or any of the Target Companies, (ii) result in default (with due notice or lapse of time or both) or the creation of any lien or encumbrance or give rise to any right of termination, cancellation or acceleration under any material contract, commitment, note, bond, mortgage, indenture, or other financing instrument to which either of the Sellers or Target or any of the Target Companies is a party or by which it is bound, (iii) violate any judgment, order, ruling, or decree applicable to either of the Sellers or Target or any of the Target Companies as a party in interest, or (iv) violate any Laws applicable to either of the Sellers or Target or any of the Target Companies or any of the Targeted Assets, which violation or default referenced in any of the preceding clauses (i) through (iv), individually or in the aggregate with all other such violations or defaults, reasonably would be expected to have a Material Adverse Effect.

无利益冲突。除了第 6.1 (d) 规定的合意或批准，在该协议下完成的预期交易不应 (i) 违反任何卖方或目标公司或任何目标公司子公司的组织机构证或运营协议 (或同等统治文书) 的条款，(ii) 产生违约 (未交款项通知或超时或两者) 或制造任何留置权或产权负担或给予卖方、目标公司或任一目标公司子公司终止、取消或加速任何重大合同、承诺、票据、债券、

抵押贷款、单据或其他财务文书的权利，(iii) 违反任何适用于卖方或目标公司或任一目标公司子公司的判决、指令、裁定或法令，或(iv) 违反任何适用于卖方或目标公司或任一目标公司子公司或任何目标资产的法律，无论单独的还是集体的对前述(i)至(iv)条款的违反或违约，并产生重大不利影响。

(e) Certificate of Formation and Operating Agreement; Capital Contributions. Each of the Sellers, Target, and each Target Company has delivered to Purchaser true and complete copies of its articles or certificate of formation and operating agreement (or equivalent governing instruments) (“Charter Documents”), each as amended to date. The Charter Documents contain true and complete information regarding the type and amount of capital contributions made to each such company, except to the extent that any failure of any current or former holder of Equity Interests of any such company to have made any capital contributions reflected or referred to in such company’s Charter Documents would not reasonably be expected to have a Material Adverse Effect.

公司组织机构证和运营协议；资本出资。 卖方、目标公司、各目标公司子公司已经向买方交付真实、完全的公司章程或组织机构证书以及营运协议（或同等效力的统治文书）（“执照文件”），每一份均根据时间修改过。执照文件包含了该等公司真实、完整的资本出资类型和金额的信息，除了未在该公司执照文件中反映资本出资也不会引起重大不良后果为限的现有或前任股权利益持有人信息。

(f) Equity Interests. (i) The Transferred Interests represent eighty percent (80%) of all of Target’s issued and outstanding Equity Interests. The Transferred Interests are duly authorized and validly issued and outstanding, fully paid, non-assessable and have not been issued in violation of any preemptive rights or state or federal securities Laws. There are no outstanding warrants, options, rights, convertible or exchangeable securities or other commitments pursuant to which any other Person is or may become owners or holders of equity interests in Sellers, Target or any Target Company. Sellers, Target and Target Companies each has no authorized or outstanding bonds, debentures, notes or other indebtedness the holders of which have the right to vote (or are convertible into, exchangeable for or evidencing the right to subscribe for or acquire securities having the right to vote) with the holders of equity interests in the Sellers, Target, or US Companies, as applicable, on any matter. There are no contracts to which Sellers, Target or any of Target Companies is a party or by which it is bound to (i) repurchase, redeem or otherwise acquire any equity interests of Sellers, Target, or any of the Target Companies or (ii) vote or dispose of any equity interests of Sellers, Target, or any of the Target Companies. Without limiting the foregoing, (A) no Person has any right of first offer, right of first refusal or preemptive right in connection with any future offer, sale or issuance of equity interests of Sellers, Target, Target Companies, and (B) there are no voting trusts, proxies or other agreements or understanding with respect to the transfer, registration, issuance disposition, acquisition or voting of any equity interests of Sellers, Target, or Target Companies. Sellers have good and valid title to all of the issued and outstanding Equity Interests of Target, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind other than restrictions on transfer that may be imposed by any applicable laws. Target or another Target Company, as applicable and as the case may be, has good and valid title to all of the issued and outstanding equity interests of each of the Target Companies, free and clear of any liens, claims, encumbrances, security interests, options, charges and restrictions of any kind other than restrictions on transfer that may be imposed by applicable federal or state securities laws, or in Target’s or Target Companies’ Charter Documents. Any such restrictions in the

Target's or Target Companies' Charter Documents will not be violated as a result of the execution of this Agreement or consummation of the transactions contemplated herein.

股权利益。(i) 转让权益代表百分之八十 (80%) 的目标公司的已发行股权利益。转让权益被正式的授权和有效的发行, 全额支付, 未被评估以及未违反任何先买权或州或联邦的证券法。无未偿担保、期权、权利、可变换的或可交换的有价证券或其他任何成为或可能成为卖方、目标公司或任何所有目标公司子公司的股权利益的所有者或持有者的承诺。卖方、目标公司和所有目标公司子公司无授权的未偿的债券、公司债券、票据或其他持有者有权投票的公司债券(或可变换的, 可交换的或能证明有权认购或获得有权投票的债券)。卖方、目标公司或所有目标公司子公司不受任何以下类别合同的约束 (i) 重购、赎回或购买任何卖方、目标公司以及任何所有目标公司子公司的股权利益, 或 (ii) 投票或处置任何卖方、目标公司或任何所有目标公司子公司的股权利益。除上述情形外, (A) 任何人不得对卖方、目标公司或所有目标公司子公司的任何未来邀约、销售或股权利益的发行享有第一邀约、第一回绝或先买权, 以及 (B) 无任何关于卖方、目标公司或所有目标公司子公司的股权利益的转让、注册、发行处理、购买或投票投票信托、代理或其他相关协议。卖方对所有发行的目标公司的股权利益享有善意且有效的权利, 无任何留置权、诉讼、负担、债券利益、期权、收费以及限制(法律规定的限制除外)。目标公司或任何目标公司子公司, 在可适用的情况下, 对已发行的股权利益、期权、收费和限制(联邦或州证券法规定或目标公司的或所有目标公司子公司的宪条文件的限制除外)享有善意且有效的权利。任何此类在目标公司或目标公司子公司的执照文件中的限制将不得因该协议的签署或预期交易的完成而被违反。

(ii) Title to Transferred Interests. Other than this Agreement and the Charter Documents of Target, the Transferred Interests are not subject to any voting agreement or other contract, agreement, arrangement, commitment or understanding, including any such agreement, arrangement, commitment or understanding restricting or otherwise relating to the voting, distribution rights or disposition of the Transferred Interests. Upon consummation of the transactions set forth herein, the Transferred Interests will be duly authorized, validly issued, fully paid, non-assessable and not issued in violation of any preemptive rights or in violation of the Charter Documents, and Purchaser shall own the Transferred Interests free and clear of any liens, security interests or other, encumbrances created by Sellers.

转让权益的产权。除本协议和目标公司的执照文件外, 转让权益不受任何投票协议或其他合同、协议、安排、承诺或非正式协议的约束, 包括任何与转让权益的投票权、分配权或处置权相关的协议、安排、承诺或非正式协议。交易完成之时, 转让权益将被正式授权并向买方出具有效权属证明, 该等权益将全额付款, 不评估、不违反任何先买权、不违反执照文件, 卖方应享有任何留置权、证券利息或其他由卖方引起的负担的被转让权益。

(g) Books and Records. Target's and each of Target Companies' books, accounts and records are, and have been, in all material respects, maintained in their usual, regular and ordinary manner,

and all material transactions to which the Target, the Target Companies, and any of their subsidiaries and affiliates is or has been a party are properly reflected therein.

账簿和记录。目标公司以及所有目标公司子公司的账簿、账目以及记录被和已被按照他们以往惯常的方式对绝大部分进行了保留，反映了绝大部分目标公司、所有目标公司子公司以及其子公司的交易情况。

(h) Financial Statements.

财务报表。

(i) Sellers and Target have made available to Purchaser copies of the financial statements attached hereto as Schedule 3.2(h) (the “Financial Statements”).

卖方和目标公司已经为买方准备好了财务报表的复印件，详情请见清单 3.2 (h) (“财务报表”)。

(ii) The Financial Statements have been prepared in accordance with the books and records of the respective Target Companies and have been prepared in accordance with accounting principles applied on a consistent basis throughout the periods covered. Each of the balance sheets included in the Financial Statements (including any related notes and schedules) fairly presents in all material respects the financial position of the applicable Target Company, as of the date thereof, and each of the statements of operations and comprehensive income and statements of cash flows included in the Financial Statements (including any related notes and schedules) fairly presents in all material respects the results of operations and cash flows, as the case may be, of the applicable Target Company for the periods set forth therein subject, in the case of the Unaudited Financial Statements, to normal year-end adjustments and the absence of notes or other textual disclosures required under GAAP.

财务报表已经根据各所有目标公司子公司的账簿和记录按照会计准则且基于被涵盖期间的统一标准准备好。每一份包含在财务报表内的资产负债表(包括任何相关的票据和清单)，都公正的呈现出所有目标公司子公司在所有重大方面适用财务状况，其中的日期和各经营报表以及综合性收入和包含在财务报表内的(包括任何相关的票据和清单)现金流报表，都公正的呈现出所有目标公司的子公司在该期间的经营报表和现金流(视情况而定)的重大方面，如果是未审计的财务报表，则以正常年终调整和公认会计准则要求关于无票据或其他文字信息披露的规定为准。

(i) Labor Matters. Target has no employees. Except as set forth on Schedule 3.2(i), there are no written or oral employment agreements with any individuals who are employed by Target or any of the Target Companies. Neither Target nor any of the Target Companies have any collective bargaining agreements. Each of Target and each Target Company has delivered to Purchaser (i) true and complete copies of written employment agreements and (ii) accurate payroll and other employment records reflecting all compensation and other employment benefits of all persons employed by the Target

- Companies, or any of them, on the date of this Agreement. Except as set forth on Schedule 3.2(i), consummation of the transactions contemplated by this Agreement will not violate any terms of any such employment agreement.

劳务事项。目标公司没有员工。除了清单 3.2 (i) 的规定，目标公司以及所有目标公司子公司未与任何个人签订劳动合同。目标公司以及所有目标公司子公司也无任何劳资谈判合同。目标公司及所有目标公司子公司已向买方交付 (i) 书面劳动合同真实、完整的副本，以及 (ii) 合同日时，受雇于目标公司子公司的所有人的准确的工资单、反映报酬的其它雇佣记录以及其它员工福利。除了清单 3.2 (i) 的规定外，本协议拟进行交易将不违反该等劳动合同的任何条款。

(j) Employee Benefits.

员工福利

(i) Except as set forth on Schedule 3.2(j), none of the Target Companies sponsors any Employee Plans.

除了清单 3.2(j)的披露，所有目标公司子公司均未提供任何员工福利计划。

(ii) Except as set forth on Schedule 3.2(j), none of the Target Companies maintains any Employee Plan that is subject to Title IV of ERISA.

除了清单 3.2(j)的披露，所有目标公司子公司均未保持任何受制于《雇员退休收入保障法》第四条的员工福利计划。

Section 3.3 Litigation 第 3.3 条 诉讼

Except as disclosed on Schedule 3.3, there are no actions, orders, suits or proceedings pending, or to Target's or Sellers' knowledge, threatened in writing, before any Governmental Authority or arbitrator with respect to the Sellers, Target, Target Companies or the Targeted Assets which reasonably would be expected to have a Material Adverse Effect. There are no actions, orders, suits or proceedings pending, or to Target's or Sellers' knowledge, threatened in writing, before any Governmental Authority or arbitrator against Sellers, Target, the Target Companies or the Targeted Assets, which are reasonably likely to impair or delay materially Sellers' or Target's ability to perform their respective obligations under this Agreement. None of the Target Companies is in breach of any settlement agreement entered into by any of the Target Companies to resolve any action, order, suit or proceeding, except to the extent that any such breach would not reasonably be expected to have a Material Adverse Effect.

除了在交易价格补充协议清单 3.3 中的披露，在政府机构或仲裁员处，不存在任何可合理预期将有重大不良后果的针对卖方、目标公司、所有目标公司子公司或目标资产的诉讼、命令、诉讼程序或待决程序，或就目标公司或卖方所知，不存在上述威胁。在政府机构或仲裁员处，不存在任何极可能损害或极大地延误卖方或目标公司对其协议项下义务的履行的针对卖方、目标公司、所有目标公司子公司或目标资产的诉讼、命令、诉讼程序或待决程序，或就目标公司或卖方所知，不存在上述威胁。

Section 3.4 Taxes and Assessments 第 3.4 条 税务和税务评估

(a) Except as disclosed on Schedule 3.4, each of Target and Target Companies has timely filed (or caused to be timely filed) all material reports, returns, statements or other similar filings (“Tax Returns”) required to be filed for, by or with respect to Target and such Target Company under applicable tax laws, and paid (or caused to be paid) all material Taxes shown as due and payable on such Tax Returns; and

除了在交易价格补充协议清单 3.4 中的披露，目标公司及所有目标公司子公司均及时申报了（或促使及时申报）应要求必须申报的根据适用的税法关于目标公司以及所有目标公司子公司的所有重要的报告、纳税申报表、说明或其他类似的申报（以下统称“纳税申报表”），公司已缴付（或促使缴付）所有在纳税申报表上显示必须缴纳的重要税款；以及

(b) Except as disclosed on Schedule 3.4, Target and each of Target Companies has not received written notice of any pending claim against Target or any of the Target Companies in respect of the Targeted Assets (which remains outstanding) from any applicable taxing authority for assessment of material Taxes.

除了清单 3.4 的披露，目标公司、所有目标公司子公司均未收到任何有权税务机关就重要税款估算对目标公司以及所有目标公司子公司的目标资产（仍在流通）发出的未决索赔的书面通知。

Section 3.5 Compliance with Laws 第 3.5 条 法律合规

Except as disclosed on Schedule 3.5 to Sellers’ and Target’s knowledge, Target, Sellers, and Target Companies each is in compliance with all applicable Laws and has obtained all material permits and licenses required for its operations, in each case except to the extent that non-compliance with such Laws or failure to obtain such permits would not reasonably be expected to have a Material Adverse Effect.

除了在清单 3.5 中的披露，就卖方和目标公司所知，目标公司、卖方和所有目标公司子公司均遵守了所有适用法律，并取得了其运营所必须的所有重要许可及执照，除非不遵守该等法律或未获得该等许可不会导致重大不良后果。

Section 3.6 Distributions. Any distributions made by Target and Target Companies prior to the date of this Agreement have been in conformity with its respective Charter Documents and applicable Laws.

第 3.6 条 分配。在本协议生效日之前，目标公司及所有目标公司子公司的所有分配均遵守各公司的章程文件和所适用法律。

Section 3.7 Equipment. Except as set forth on Schedule 3.7, Target Companies have title to the Equipment material to the current operation of the Targeted Assets free and clear of liens and encumbrances, and such Equipment is in good working order, except for normal wear and tear, Targeted Assets, a good and valid leasehold interest in such Equipment.

第 3.7 条 设备。除了在清单 3.7 中的规定，所有目标公司子公司拥有对目标资产目前运营极为重要的设备的所有权，除了正常磨损和在该等设备上的一个良好有效的租赁权权益，该所有权无任何留置权或产权负担，且该等设备均可良好运转。

• Section 3.8 Contracts 第 3.8 条 合同

Except as set forth on Schedule 3.8, neither Sellers nor Target or any of the Target Companies, nor to the knowledge of Sellers or Target, any other Person, is in default under any Material Contract if such default reasonably would be expected to have a Material Adverse Effect. No notice of default or breach has been received or delivered by Target under any Material Contract, the resolution of which is currently outstanding, and no currently effective notices have been received by Target or any Target Company of the exercise of any premature termination, price redetermination, market-out or curtailment of any Material Contract, in any case which reasonably would be expected to have a Material Adverse Effect.

合同。除了在交易价格补充协议清单 3.8 中的规定，卖方、目标公司、所有目标公司子公司均未对若违约可能导致重大不良后果的任何重大合同有违约行为，或就卖方、目标公司或任何他人所知未有该等违约行为。目标公司未就任何重大合同收到或被送达违约通知，对于该等违约的解决方式目前未有定断，目标公司及所有目标公司子公司未收到有关重大合同提前终止、再定价、退出市场或缩减等将造成重大不良后果的现行有效的通知。

Section 3.9 Knowledge 第 3.9 条 认知

Any representation or warranty regarding the knowledge of Sellers or Target, is limited to matters within the actual knowledge of Nicolas Chartier.

• 卖方或目标公司所知的任何陈述或保证限于Nicolas Chartier实际所知的事项。

Section 3.10 Intellectual Property.

第 3.10 条 知识产权

(a) (A) “Intellectual Property” shall mean any and all of the following, and rights in, arising out of, or associated therewith, throughout the world: (i) patents and applications therefor (including divisionals, continuations, continuations-in-part, reissues, renewals, extensions, re-examinations and the like) and equivalents thereof throughout the world (“Patents”); (ii) trade secrets, know-how, confidential and/or proprietary business or technical information, computer programs, computer models, data, tools, algorithms, inventions, discoveries, improvements, technology and technical data, whether patentable or not or otherwise protectable (collectively, “Trade Secrets”); (iii) trademarks, service marks, trade dress, trade names (including fictitious, assumed and d/b/a names), Internet domain names, URLs, common law trademark rights in motion picture titles, characters’ names and other protectable elements and registrations of the foregoing and applications therefor, and equivalents of the foregoing throughout the world (“Trademarks”); (iv) copyrights and similar rights in protectable material (including rights of use, display, publication, reproduction, distribution, performance and rights to create derivative works), software (including databases and source and object code), websites, mask works and other semiconductor chip rights, and registrations of the foregoing and applications therefor, and equivalents of the foregoing throughout the world (“Copyrights”), and (v) rights of privacy, publicity and all other intellectual property and intangible rights. For the avoidance of doubt, the term “Intellectual Property,” when used with respect to the Target or any of the Target Companies, shall include all rights in and to those motion pictures and television series set forth on Schedule 3.10(a) (the “Films”). (B) “IP Contracts” shall mean, collectively, any and all agreements relating to Intellectual Property to which the Target or any of the Target Companies is a party pursuant to which rights in Intellectual Property are in any manner transferred, conveyed, granted, licensed, restricted or waived, including any rights relating to the exploitation of any of the Films, including rights acquisition and licensing agreements, distribution and subdivision agreements, license agreements, revenue-sharing arrangements, sales agency agreements, distribution and production services agreements, “rent-a-system” agreements, merchandising agreements, commercial tie-in arrangements and other similar agreements or arrangements. (C) “Owned Intellectual Property” means Intellectual Property in which the Target or any of the Target Companies has an ownership interest; (D) “Non-Owned Intellectual Property” means all Intellectual Property which is used by the Target or any of the Target Companies that is not Owned Intellectual Property. (E) “Company Intellectual Property” means the Non-Owned Intellectual Property together with the Owned Intellectual Property.

(A) “知识产权”是指全球范围内下述列举事项及其相关权利：(i) 全球范围内的专利及专利申请(包括分割案、连续案、部分连续案、再颁发专利、专利续展、专利延期、专利复审或相似情形)及其它相似情形(以下统称“专利”)；(ii) 商业秘密、专有技术、保密和/或专有的商业或技术信息、计算机程序、计算机模型、数据、工具、算法、发明、发现、改进方法、技术及技术数据(统称“商业秘密”), 无论是否可取得专利或受保护；(iii) 全球范围内的商标、服务标识、外观设计、商号(包括假名、化名、商业别名)、互联网域名、统一资源定位符、对电影所有权的普通法商标权利、人名, 以及上述各项受保护的元素、注册及申请, 以及其它相似情形(统称“商标”)；(iv) 全球范围内, 受保护载体中的著作权及其它相似权利(包括使用权、展览权、发表权、复制权、发行权、表演权及创作衍生作品权)、软件(包括数据库、源代码及目标代码)、网站、掩膜作品、半导体芯片的权利, 以及上述各项的注册及申请, 以及其它相似情形(统称“著作权”)；以及(v) 隐私权、肖像权、及其他知识产权和无形权利。为避免语义混淆, “知识产权”一词在用于目标公司以及所有目标公司子公司的相关事项时, 应包括清单 3.10(a) 中所列举的电影、电视连续剧(统称“电影”)的全部权利。(B) “知识产权合同”应合指目标公司以及所

有目标公司子公司为订约一方的所有知识产权协议,该等协议涉及任意形式的知识产权转让、让与、许可、授予、许可、限制或免除,包括对任何电影开发利用的权利,前述协议包括收购及许可协议、发行及其子协议、许可协议、收入提成协议、销售代理协议、发行及制片服务协议、“一站式”服务协议、周边商品协议、商业性搭配销售协议,以及其它类似的协议或安排。(C)“公司所有知识产权”指目标公司以及所有目标公司子公司拥有所有权权益的知识产权。(D)“非公司所有知识产权”指目标公司以及所有目标公司子公司业已使用但非其所有的知识产权。(E)“公司知识产权”指非公司所有知识产权与公司所有知识产权。

Schedule 3.10(b) sets forth a complete and accurate list of all Owned Intellectual Property that is registered, applied for, filed or recorded with any Governmental Entity. The Target and each of the Target Companies, as applicable, is the sole and exclusive owner of all right, title and interest in and to each item of Owned Intellectual Property listed and set forth in **Schedule 3.10(b-1)**, subject to license and distribution agreements entered into in the ordinary course of business and liens and security interests granted in connection therewith or in connection with production thereof (including liens to secure production financing and guild liens) and Customary Encumbrances, but in each case free and clear of all other Liens. The applicable Target Company is the sole and exclusive owner of all right, title and interest in and to all unregistered Owned Intellectual Property related to the production of the Films set forth in **Schedule 3.10(b-2)** (or otherwise has sufficient rights therein to allow it to produce and exploit such Films), subject to license and distribution agreements entered into in the ordinary course of business and liens and security interests granted in connection therewith or in connection with production thereof (including liens to secure production financing and guild liens) and Customary Encumbrances, but in each case free and clear of all other Liens.

交易价格补充协议清单 3.10 (b) 中完整、准确地列举了所有已有知识产权,并包括一份对该等知识产权是否在任何政府机关注册、申请、申报或记录的描述,以及有何种程度的注册、申请、申报或记录。目标公司以及所有目标公司子公司,如适用,是交易价格补充协议清单 3.10 (b-1) 中所列已有知识产权的全部权利、所有权及权益的唯一且排他的所有人,上述权利受限于在正常业务过程中订立的许可和分配协议,以及与其相关或与其生产(包括获得生产融资的留置权和公会留置权)相关的留置权和担保权益,以及习惯财产负担,但在每种情况下所有其他留置权都应没有财产负担。适用目标公司为在交易价格补充协议清单 3.10 (b-2) 中规定的所有与生产该等电影有关的所有未注册拥有的知识产权的所有权利、产权及权益的唯一及独家所有人(或以其他方式拥有足够的权利允许其制作和开发此类电影),上述权利受制于正常业务范围内的许可和发行协议、因制片而授予的留置权和担保物权(包括为确保制片融资的留置权和同业公会留置权),以及惯例上的产权负担,但目前各权利无其它留置权。

(b) The Target and Target Companies have taken legally and commercially reasonable steps to protect, register and maintain Owned Intellectual Property that Target and the Target Companies in the exercise of its or their reasonable business judgment determined to protect, register or maintain. The Target and Target Companies have required each of their respective employees who contributes to the production or development of the Intellectual Property or Films on behalf of the Target or any of the Target

Companies to assign on a royalty-free basis all inventions and rights to Target or the applicable Target Company. The Target and Target Companies otherwise take and have taken reasonable measures to maintain the confidentiality of their Trade Secrets.

目标公司以及所有目标公司子公司已采取法律及商业上的合理措施以保护、注册、维持目标公司以及所有目标公司子公司通过其合理商业判断决定以保护、注册或维持的已有知识产权。(目标公司以及所有目标公司子公司已要求每一位代表目标公司或以所有目标公司子公司参与制作或开发知识产权及电影的相关员工向目标公司以及适用的目标公司子公司转让所有的发明及权利,并免去任何许可费。目标公司、所有目标公司子公司及其各自员工已实质性地~~进行~~该等转让,且目标公司以及所有目标公司子公司已采取合理措施已保持其商业秘密的保密性。)

(c) To the Target's and Sellers' Knowledge, the Target or a Target Company owns, or is licensed or otherwise possesses sufficient legal enforceable rights to use, Intellectual Property in the manner that the Target and the Target Companies currently use such Intellectual Property to conduct their businesses. To the Target's and Sellers' Knowledge, there are no facts, proceedings, claims or challenges that cause or would cause any Owned Intellectual Property to be invalid or unenforceable and the Target and Target Companies have not received any notice or subsequent correspondence from any Person in the three-year period prior to the date of this Agreement bringing or threatening to bring such proceedings, claims or challenges, which proceedings, claims or challenges reasonably would be expected to have a Material Adverse Effect. Neither the Target nor any of the Target Companies has dedicated to the public domain, or forfeited or abandoned or otherwise allowed to become public domain any material Owned Intellectual Property. To the extent required in the Target's and Target Companies' reasonable judgment and consistent with prudent practices, all necessary registration, maintenance and renewal fees in respect of the Owned Intellectual Property listed in Schedule 3.10(b) have been paid and the Target is current with all necessary documents and certificates filings with the relevant Governmental Entities for the purpose of maintaining such Owned Intellectual Property.

就目标公司或卖方所知,目标公司以及所有目标公司子公司拥有、已被许可或已掌握充足的可强制执行的使用权,可以现行使用方式使用该等知识产权以开展业务。就目标公司或卖方所知,未有任何将导致已有知识产权无效或不可强制执行的事实、法律程序、索赔或反对,目标公司以及所有目标公司子公司自本协议生效日的三年前起,未从任何人处收到任何发起或威胁发起上述将造成重大不良后果的法律程序、索赔或反对的通知或通信回函。目标公司以及所有目标公司子公司未向公有领域捐献其重要的已有知识产权,也未放弃或被没收该等知识产权。以目标公司以及所有目标公司子公司应有的合理判断和谨慎做法为限,交易价格补充协议清单3.10(b)所列举的已有知识产权必须的注册费、维持费及延展费已全额缴清,目标公司已具有所有为维持该等已有知识产权而必须的文件和在相关政府机构处申报的证书。

(d) To the Target's and Sellers' Knowledge, none of the Target, the Target Companies, or any of their respective current activities, products or services (including any Film and any of the literary, dramatic or musical material contained therein or upon which any Film is based) infringes, misappropriates or otherwise violates, or has infringed, misappropriated or otherwise violated any Intellectual Property of

any Person or constitutes a libel, slander or other defamation of any Person in any manner which reasonably would be expected to have a Material Adverse Effect. The Target has not received any notice of, and to the Target's Knowledge, there have been no threatened proceedings claiming or alleging the matters described in the preceding sentence (or challenging the Target's sole ownership or exclusive right to use any Owned Intellectual Property) in the three-year period prior to the date of this Agreement, nor are there any such claims pending, in any case which reasonably would be expected to have a Material Adverse Effect. There are no proceedings or claims pending in which the Target or any of the Target Companies alleges that any Person is infringing, misappropriating or otherwise violating any Owned Intellectual Property, which infringement reasonably would be expected to have a Material Adverse Effect.

就目标公司或卖方所知，目标公司、所有目标公司子公司或其现有活动、产品或服务（包括电影及任何被电影借鉴改编的文学、戏剧或音乐资料）未有在任何方面可能导致重大不良后果的侵权、盗用、或其它违法、侵权或侵害他人知识产权的行为，也未构成任何诽谤、造谣或其它中伤他人的情形。本协议生效日的三年前至今，目标公司未收到任何通知，且就目标公司所知，没有任何威胁性的法律程序就前句中的事项（或反对目标公司对已有知识产权的所有权或排他性使用权）索赔，也无任何极可能造成重大不良后果的待决索赔。目标公司以及所有目标公司子公司未就任何可能造成重大不良后果的侵权、盗用或侵害已有知识产权的行为向任何人发起法律程序或有待决的索赔。

(e) To the Target's knowledge, neither Target or any of the Target Companies nor any other Person, is in default under any IP Contracts if such default reasonably would be expected to have a Material Adverse Effect. No notice of default or breach has been received or delivered by Target under any IP Contract, the resolution of which is currently outstanding, and no currently effective notices have been received by Target or Target Companies of the exercise of any premature termination, price redetermination, market-out or curtailment of any IP Contract, in any case which reasonably would be expected to have a Material Adverse Effect.

就目标公司所知，目标公司、所有目标公司子公司或任何他人未有对任何知识产权合同的违约，若该等违约可能导致重大不良后果。目标公司未收到对任何知识产权合同违约的通知，对于该等违约的解决方式目前未有定断，目标公司以及所有目标公司子公司也未收到有关任何知识产权合同提前终止、再定价、退出市场或缩减等将造成重大不良后果的现行有效的通知。

(f) To the Target's Knowledge, the consummation of the transactions under this Agreement will not (i) restrict, limit, invalidate, result in the loss of or otherwise materially adversely affect any right, title or interest of the Target or any of the Target Companies in any Owned Intellectual Property, (ii) grant or require the Target or any Target Companies to grant to any Person any material rights with respect to any Owned Intellectual Property, other than those granted in the absence of the consummation of the transactions contemplated by this Agreement, (iii) grant or require Target or Target Companies to grant any Person any rights with respect to Intellectual Property owned or held by Target or any Target Companies prior to the Closing, other than those granted in the absence of the consummation of the transactions contemplated by this Agreement, (iv) subject the Target or any of the Target Companies to any increase in royalties or other payments under any IP Contract, other than those owing in the absence of the consummation of the transactions contemplated by this Agreement, (v) diminish any royalties or other

payments the Target or the Target Companies would otherwise be entitled to under any IP Contract in the absence of the consummation of the transactions contemplated by this Agreement, or (vi) except as would not reasonably be likely to result in a Target Material Adverse Effect, result in the breach or, by the terms of such contract, termination of any IP Contract.

就目标公司所知，本协议项下交易的完成将不会 (i) 约束、限制目标公司以及所有目标公司子公司对已有知识产权的任何权利、所有权或权益，使该等权利无效，导致该等权利灭失，或对该等权利造成重大负面影响，(ii) 授予或要求目标公司以及所有目标公司子公司向任何他人授予对已有知识产权的重大权利，即使无本协议拟定交易也将授予的权利除外，(iii) 授予或要求目标公司以及所有目标公司子公司在交割前向任何他人授予对已有或可使用知识产权的任何权利，即使无本协议拟定交易也将授予的权利除外，(iv) 使目标公司以及所有目标公司子公司受制于任何知识产权合同增加的特许权使用费或其它支出，即使无本协议拟定交易也将导致的费用除外，(v) 减少目标公司以及所有目标公司子公司在无本协议拟定交易的情况下将依照知识产权协议有权获得的任何特许权使用费或其它费用，(vi) 除了不会导致重大不良后果意外，就该等知识产权合约的条款，导致违约或合同终止。

Section 3.11 Library Films; Library Film Materials. Target has delivered to Purchaser a complete and accurate list of the locations of all original negatives (if any) and master copies of the Films, and to the extent such locations are owned or controlled by a third Person, the Target or applicable Target Companies are party to customary access agreements at such locations. An original negative (if any) or master of each such Film has been properly stored in accordance with reasonably prudent standards in the media, motion picture, television and entertainment industry, and is in a commercially reasonable condition.

第 3.11 条 库存电影；库存电影资料。目标公司向买方提供了一份完整、准确的电影原版底片和原版拷贝的所在地清单，该场地受第三方拥有或控制的程度，以及在何种程度目标公司或适用目标公司子公司可根据惯常的访问协议访问该等地点。一份库存电影的原版底片（若有）或原版拷贝已按照媒体、电影、电视及娱乐产业的合理谨慎标准合理存放，并符合商业的合理情况。

Section 3.12 Films in Progress; Development Projects. Schedule 3.12 sets forth as of the date of this Agreement a list of all films, motion pictures, television series or other features (collectively, the "Films In Progress") for which pre-production, principal photography or post-production has commenced, or will within twelve months commence, or that have been completed and/or acquired and not released, or on which a director or principal cast has been made "pay or play," in each case whether being produced by the Target or any of the Target Companies or the Target or any of the Target Companies is committed, or has the right, to acquire any rights in such Films In Progress from a third Person and cost commitments as of the date of this Agreement. Target and Target Companies have not entered into any contracts for the distribution for such Films in Progress, except for those disclosed in Schedule 3.12.

第 3.12 条 制作中电影；开发项目。清单 3.12 列举了截至本协议生效日，所有由目标公司或目标公司子公司制作或保证、或有权从第三方处收购对该等正在进行的电影的任何权利并有承诺的，处于制作前期、主要场景拍摄、已开始进行的后期制作、在十二个月内可完成后期制作、已完成后期

制作但还未上映、或导演或主演有支付协议的电影、动画、电视连续剧及其它作品（合称“正在进行的电影”）的清单。除了清单 3.12 披露的项目外，目标公司及所有目标公司子公司未就该等正在进行的电影签署任何发行合同。

Section 3.13 Absence of Indemnifiable Claims, etc. Except as set forth on Schedule 3.13, there are no pending claims for, and to the Target's knowledge no facts that would reasonably entitle any director or officer of the Target or any of the Target Companies to, indemnification by the Target or Target Companies under applicable Law or the Charter Documents of the Target or a Target Company, any insurance policy maintained by the Target or Target Companies or any indemnity agreements of the Target or similar agreements to which the Target or any Target Companies is a party or by which any of its properties or assets is or may be bound.

第3.13条 无第三人索赔。除了交易价格补充协议清单3.13中所规定外，就目标公司所知，无任何待决索赔或事实将使任何导演或目标公司及目标公司子公司的高管有权依照适用法律、目标公司及目标公司子公司的章程文件、目标公司及目标公司子公司的保险单、或任何使其财产或资产负有义务的赔偿协议或类似协议向目标公司及目标公司子公司索赔。

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

第四条 . 买方的陈述和保证

Subject to the provisions of this Article IV, and the other terms and conditions of this Agreement, Purchaser represents and warrants to Sellers as of the Representation Date and Closing Date (except where such representation or warranty is made of another specific date), as follows:

受制于本第四条的条款及本协议的其它条款和条件，截至陈述日和交割日（除了该等陈述或保证在另一明确日期作出），买方向卖方做出了如下陈述和保证：

Section 4.1 Existence and Qualification 第 4.1 条 存续与资质。

Purchaser is validly existing and in good standing under the Laws of the jurisdiction in which it is formed. 在其注册成立的所属州法下，买方合法有效且良好存续。

Section 4.2 Power 第 4.2 条 权力

Purchaser has the power to enter into and perform its obligations under this Agreement (and all documents required to be executed and delivered by Purchaser at Closing) and, subject to Section 9.1, to consummate the transactions contemplated by this Agreement (and such documents).

买方有权签署并履行本协议（及所有交割时买方必须执行和交付的文件）项下义务，受制于第 9.1 条，买方有权完成本协议（及该等文件）拟定交易。

Section 4.3 Authorization and Enforceability 第 4.3 条 授权与可执行性

Subject to Section 9.1, the execution, delivery and performance of this Agreement (and all documents required to be executed and delivered by Purchaser at Closing), and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary company action on the part of Purchaser. Subject to Section 9.1, this Agreement has been duly executed and delivered by Purchaser (and all documents required to be executed and delivered by Purchaser at Closing will be duly executed and delivered by Purchaser) and this Agreement constitutes, and at the Closing such documents will constitute, the valid and binding obligations of Purchaser, enforceable in accordance with their terms.

受制于第 9.1 条，买方已通过必要的公司决定获得充分且有效的授权，以执行、交付并履行本协议（及交割时买方必须执行且交付的所有文件）。受制于第 9.1 条，买方已充分执行和交付本协议（及交割时买方必须执行且交付，且将要执行和交付的所有文件）。本协议及交割时的该等文件将构成买方有效且有约束力的义务，根据其条款具有强制执行力。

Section 4.4 No Conflicts 第 4.4 条 无冲突

Subject to Section 9.1, the execution, delivery and performance of this Agreement by Purchaser, and the consummation of the transactions contemplated by this Agreement, will not (i) violate any provision of the certificate of formation or operating agreement (or other governing instruments) of Purchaser, (ii) violate any judgment, order, ruling, or regulation applicable to Purchaser as a party in interest or (iii) violate any Law applicable to Purchaser.

受制于第 9.1 条，买方对本协议的执行、交付和履行、以及对本协议拟定交易的完成 (i) 不违反买方注册证书或公司章程（或其它管辖文件）的任何条款，(ii) 不违反作为利益方而适用于买方的任何判决、命令、法令或法规，(iii) 不违反任何适用于买方的法律。

Section 4.5 Consents, Approvals or Waivers 第 4.5 条 同意、批准或弃权

The execution, delivery and performance of this Agreement by Purchaser will not be subject to any consent, approval or waiver from any Governmental Authority or other third Person, except as set in Section 9.1.

除了第 9.1 条的规定，买方对本协议的执行、交付和履行将不受制于任何政府机构或第三方的同意、批准或弃权。

ARTICLE V. COVENANTS OF THE PARTIES

第五条 . 各方承诺

Section 5.1 Access. Prior to the date of this Agreement, Target Companies have provided Purchaser with access (including in person, via mail, and email) to certain Records. At Purchaser's request, Target shall or shall cause Target Companies to promptly provide Purchaser an electronic copy of all documents in the possession or control of Sellers or Target or Target Companies that are reasonably requested by Purchaser in connection with its confirmatory review, and upon the execution of this Agreement until Closing, Sellers and Target and Target Companies will continue to give Purchaser and its representatives access to such Records (including the right to copy), in Sellers' or Target's or Target Companies' possession, as Purchaser may reasonably request, and access to such field sites where Records are maintained in respect of Targeted Assets or where Targeted Assets otherwise are located, as Purchaser reasonably requests, for the purpose of conducting a confirmatory review of the Targeted Assets. All of the documents and information heretofore or hereafter provided by or on behalf of Sellers, Target or any of the Target Companies or affiliates, shall constitute Confidential Information subject to the restrictions and protections provided in Section 11.16 hereof.

第 5.1 条 准入权。在本协议日期之前，目标公司已允许（包括通过个人、邮递以及电子邮件的方式）买方查看部分纪录。应买方要求，目标公司须立即向目标公司子公司提供被要求查看的文件的电子版文档，在执行本协议至交割日，卖方、目标公司和目标公司子公司将允许继续给买方以其代表查看卖方和目标公司所持有、买方可合理要求查看的记录的权利（包括复印相关记录的权利），以保证对目标资产进行确保性审查。卖方、目标公司和目标公司子公司及其代表据此获得的所有信息应按 13.16 条适用的隐私法规定进行保密。

Section 5.2 Notification of Breaches.

第 5.2 条 违约通知

(a) Purchaser shall notify Sellers promptly after Purchaser obtains actual knowledge that any representation or warranty of Sellers or Target contained in this Agreement is untrue in any material respect or will be untrue in any material respect as of the Closing Date or that any covenant or agreement to be performed or observed by Sellers or Target prior to or on the Closing Date has not been so performed or observed in any material respect; *provided, however*, that in no event shall Sellers have any liability under this Agreement to the Purchaser with respect to a breach of any representation, warranty or covenant of Sellers or Target under this Agreement to the extent the Purchaser knew of such breach on the Closing Date; *provided, further*, that no liability, loss, cost or expense, claim, award or judgment incurred or suffered by Sellers, Target, any of the Target Companies or their affiliates or in respect of any of the Targeted Assets caused by or attributable to any failure of any representation or warranty made by Sellers or Target to be true and correct in all material respects on or as of the Closing Date, or any failure of any covenant or agreement to be performed by Sellers or Target or any of the Target Companies or Affiliates, and no claim made or award or judgment in respect of any thereof, shall constitute Damages incurred by Sellers or Target or any Indemnified Person in the Purchaser Group, if Purchaser knew or should have known of such breach on the Closing Date; and

如买方获得本协议中卖方或目标公司任何陈述或保证存在严重不实，或截止至交割日将存在严重不实，或卖方未能履行或遵守在交割日之前或当日应履行或遵守的任何约定或

协议的重要规定的实际认知后，则买方应立即通知卖方；然而，如果买方至交割日前已知该违约事项却不予言明，则卖方不对买方承担任何本协议下跟卖方和目标公司的陈述和保证有关的违约义务。如买方获得本协议中卖方或目标公司任何陈述或保证存在严重不实，或截止至交割日将存在严重不实，或卖方未能履行或遵守在交割日之前或当日应履行或遵守的任何约定或协议的重要规定的实际认知后，则买方应立即通知卖方；然而，如果买方至交割日前已知该违约事项却不予言明，则卖方不对买方承担任何本协议下跟卖方和目标公司的陈述和保证有关的违约义务。若买方在交割日已知或应当已经知道卖方或目标公司未能保证所作陈述与保证在重大方面截至交割日的真实性或其违反了任何承诺或协议，导致卖方、目标公司、任何目标公司子公司或各自关联机构或任何目标资产承担或遭受了任何责任、损失、费用或开支、权利主张、裁决或判决，则该等责任、损失、费用或开支、权利主张、裁决或判决不构成卖方或目标公司或任何赔偿人在卖方集团内招致的损失。

(b) Sellers shall notify Purchaser promptly after Sellers obtains actual knowledge that any representation or warranty of Purchaser contained in this Agreement is untrue in any material respect or will be untrue in any material respect as of the Closing Date or that any covenant or agreement to be performed or observed by Purchaser prior to or on the Closing Date has not been so performed or observed in a material respect; *provided, however*, that in no event shall the Purchaser have any liability under this Agreement to Sellers with respect to a breach of any representation, warranty or covenant of Purchaser under this Agreement to the extent Sellers knew of such breach as of the Closing Date.

卖方获得本协议中买方的任何陈述或保证存在严重不实，或截止至交割日将存在严重不实，或买方未能履行或遵守在交割日之前或当日应履行或遵守的任何约定或协议的重要规定的实际认知后，则卖方应立即通知买方；然而，如果卖方至交割日前已知该违约事项却不予言明，则买方不对卖方承担任何本协议下跟买方的陈述和保证有关的违约义务。

Section 5.3 Disclosures and Announcements. From the date of this Agreement until the Closing, neither Sellers, Target, Purchaser, nor any Affiliate of any of them, shall make any press release regarding the existence of this Agreement, the contents hereof or the transactions contemplated hereby without the prior written consent of the Purchaser (in the case of announcements by Sellers or Target or Affiliates of any of them) or Sellers (in the case of announcements by Purchaser or its Affiliates); *provided, however*, the foregoing shall not restrict disclosures or announcements by Purchaser or Sellers or Target or any of their Affiliates to the extent that such disclosures or announcements are required by applicable securities or other Laws or the applicable rules of any stock exchange having jurisdiction over the disclosing Party or its Affiliates, in which case Purchaser or Sellers or Target or any of their Affiliates may make such disclosures or announcements in accordance with such requirements after at least three (3) Business Days prior written notice of the form and substance of such disclosures or announcements to, but without the prior written consent of, the Purchaser (in the case of disclosures or announcements by Sellers or Target or Affiliates of any of them) or Sellers (in the case of disclosures or announcements by Purchaser or its Affiliates).

第 5.3 条 披露和公告。从协议签署日至在交易交割之前，未经发出事先书面通知卖方、目标公司、买方或任何关联方不得发布有关本协议存在事实、内容或拟议交易的任何新闻稿；但根据适用证券或其他法规或对披露方或其关联方具有管辖权的证券交易所适用规则规定而进行的上述披

露或公告不受此规定限制，在此情况下，卖方、目标公司或其任何关联方可根据相关规定在书面通知送达至少 3 个工作日后以进行披露或公告，除非未获得事先书面同意。

Section 5.4 Operation of Business. Except as set forth in Section 5.5 below, from and after the date of this Agreement and until the Closing Date or termination of this Agreement, Target shall, and shall cause the Target Companies to, operate their businesses with respect to the Targeted Assets in the ordinary course consistent with past practice, and, without limiting the generality of the preceding, shall:

第 5.4 条 业务运营。除 5.5 条约定之外，在本次交易过渡期内，卖方和目标公司应当，且应促使目标公司按照以往规定与做法，在日常经营过程中运营被购买资产有关的业务，并且，在不影响上述普适性情况下：

- (a) not transfer, sell, hypothecate, encumber or otherwise dispose of any of the Targeted Assets;
不得转让、出售、抵押、妨碍或以其他方式处理任何目标资产；
- (b) not terminate, materially amend, execute or extend any Material Contracts or IP Contracts;
不得终止，严重修改，签署或延期任何重大合同或知识产权合同；
- (c) not incur indebtedness for borrowed money that is not for production of motion pictures in the ordinary business course;
不得因借入非用于日常业务的动画制作资本而产生债务；
- (d) use commercially reasonable efforts to maintain insurance coverage on the Targeted Assets in the amounts and of the types in force on the date of this Agreement; and
尽其所能按目前的保险金额与类别标准保持目标资产的保险范围；
- (e) maintain all material governmental permits, licenses, and approvals affecting the Targeted Assets held by Sellers, Target or any of the Target Companies on the date of this Agreement.
保持可影响目标资产的所有重要的政府许可证、执照与批准。

Section 5.5 Conduct of Target and Target Companies. From September 2, 2016 until the Closing, Target and Target Companies shall not take, and Sellers shall not cause or permit Target or any of the Target Companies to take, the following actions without the prior written consent of Purchaser, which shall not be unreasonably withheld:

第 5.5 条 目标公司和目标公司子公司行为。自 2016 年 9 月 2 日至交割，目标公司、目标公司子公司不得采取且卖方不得未得到买方书面同意促使或允许目标公司或者目标公司子公司采取下列行为：

- (a) Modify any shareholder agreement, operating agreement, partnership agreement, or other Charter Documents, of any Target Company, in any manner which would frustrate the purpose of this Agreement or the purpose of the proposed Transaction;
对目标公司(目标公司子公司)的任何股东协议、运营协议、合伙协议、或同一性质的其他组织文件进行修改，该等修改将导致本协议和本交易目的落空；

(b) Expand the business scope of the Target Companies into any businesses other than their principal businesses of developing or acquiring, producing and/or distributing motion pictures and/or television product;

使得目标公司(目标公司子公司)或其关联方的经营业务发生改变, 在开发或收购、出品和/或分销电影电视作品之外的非主营业务领域内扩张;

(c) Transfer any Equity Interest in any of the Target Companies in any manner which would frustrate the purpose of this Agreement or the purpose of the proposed Transaction;

全部或部分转让目标公司(目标公司子公司)所有权权益, 该等转让将使本协议和本交易目的落空;

(d) Incur any short-term or long-term loan that is not for production of motion pictures in the ordinary business course;

进行非为出品电影和非日常商业活动中的短期借款和长期借款;

(e) Make any distribution of dividends (except distributions of Excluded Assets), or modify the terms of any Equity Interest of any Target Company; or

分配红利(排除资产的分配除外)或其他任何对目标公司(目标公司子公司)所有权或资本权益条款的变更;

(f) Enter into any formal negotiations and/or agreement that would prohibit or restrict the transfer of Equity Interests of any Target Company.

不得正式协商或/和签订与目标公司(目标公司子公司)转让相冲突或包含禁止或限制目标股权转让条款的协议。

Section 5.6 Governmental Reviews 第 5.6 条 政府审查

Sellers, Target, and Purchaser shall each in a timely manner make (or cause its applicable Affiliate to make) (i) all required filings, including filings required under the Hart-Scott-Rodino Act and/or the Committee on Foreign Investment in the United States (“CFIUS”), in each case if applicable, and prepare applications to and conduct negotiations with, each Governmental Authority as to which such filings, applications and negotiations are necessary or appropriate in the consummation of the transactions contemplated hereby and (ii) provide such information as the other may reasonably request in order to make such filings, prepare such applications and conduct such negotiations. Each Party shall cooperate with and use all reasonable efforts to assist the other with respect to such filings, applications and negotiations. Purchaser shall bear the cost of all filing or application fees payable to any Governmental Authority with respect to the transactions contemplated by this Agreement, regardless of whether Purchaser, Sellers, Target, Target Companies or any Affiliate of any of them is required to make the payment. The Parties agree to provide each other with copies of all correspondence, filings or communications between them or any of their representatives, on the one hand, and any Governmental Authority or members of its staff, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

第 5.6 条 政府审查。卖方、目标公司与买方应各自及时(或促使相关关联方及时)(i) 提交所有必需的归档文件, 包括《哈特-斯科特-洛迪诺法案》要求的文件, 准备完成本协议拟议交易所需的、向相关政府机构提交的申请, 以及与相关政府机构进行相关的谈判; 以及(ii) 提供为上述归档、提交申请和展开谈判而合理要求的信息。协议各方应相互配合, 在提交归档文件、申请和谈判过程为对方提供必要的协助。为本协议拟议交易而产生的政府机构归档与申请费用, 包括由卖

方、买方、任何目标公司、子目标公司或其任何关联方支付的费用，应由卖方与买方协商确定承担方式。协议各方同意一方面向各方及各方代表提供其之间的与本协议预期交易有关的所有通讯、归档文件或通信副本，另一方面提供各方及其任何代表与任何政府机构或政府工作人员之间的所有与本协议预期交易有关通讯、归档文件或通信副本。

Section 5.7 Film Production and Distribution. Without prior written consent of Purchaser which shall not be unreasonably withheld, the Target, until Closing, shall not, and shall not permit any of the Target Companies to (A) "green light" any Film, (B) commit to any prints and advertising spending commitments, other than as previously agreed to in writing by Sellers before the execution hereof, (C) commit to the acquisition, development or financing of any Film, or (D) enter into or commit to enter into any agreement providing for the distribution, co-ownership, co-production, co-financing or co-branding of any Film produced or to be produced by the Target or the Target Companies.

第 5.7 条 电影制作和分销。目标公司在交易交割日之前，不得也不得允许其子目标公司 (A) 许可制作任何影视作品，(B) 向任何印刷厂和广告商承诺，除非经买方书面同意，(C) 承诺任何影视作品的获得，发展或出资，或者 (D) 签署或承诺签署任何目标公司或其子目标公司制作的或即将制作的电影的分销许可、共有权、共同制作、共同出资或合作品牌有关的协议。

Section 5.8 Intellectual Property. The Target, until Closing, shall not, and shall not permit any of the Target Companies to (i) grant Liens, sell, assign, license, sublicense, impair, abandon or fail to maintain any Company Intellectual Property, (ii) grant, extend, amend, waive or modify any rights in or to the Sellers Intellectual Property, (iii) fail to maintain or diligently prosecute the Target's and any of the Target Companies' Intellectual Property applications as applicable, (iv) enter into any IP Contract or (v) amend, terminate, request or agree to a change, fail to exercise a right of renewal or extension, or waive, release or assign any material right or claim under any IP Contract, in each case other than in connection with the exploitation of motion pictures and television product in the ordinary course of the Target Companies' businesses.

第 5.8 条 知识产权。目标公司在交易交割日之前，不得也不得允许其子目标公司 (i) 准许留置权、出售、转让、许可、再许可、减少、遗弃或无法保管目标公司的知识产权，(ii) 准许、延期、修改、放弃或变更任何目标公司知识产权的权利，(iii) 当适用时，不维持或不勤勉地进行目标公司及所有目标公司子公司的知识产权申请，(iv) 签署任何知识产权合同，或 (v) 修改、终止、要求或同意任何改变，未续展或延期，或放弃、解除或转让任何知识产权合同的重大权利或主张，目标公司子公司日常业务范围的动画开发和电视制品除外。

Section 5.9 Certain Actions; Disapproved Assets. If Purchaser does not respond to any request by Sellers, Target or any Target Company for approval of any action restricted by Section 5.4, 5.5, 5.7 or 5.8 within three (3) Business Days after notice of such request is delivered to Purchaser in accordance herewith, Purchaser shall be deemed to have approved the taking of such action. Notwithstanding anything to the contrary in Section 5.4, 5.5, 5.7 or 5.8 hereof or any other provision hereof, if Purchaser does not approve, and is not deemed to have approved, any action restricted by Section 5.4, 5.5, 5.7 or 5.8, or if Seller, Target or any Target Company takes any such action requiring Purchaser's consent but without requesting the prior written consent of Purchaser pursuant to the provisions set forth herein, then (w) Sellers, Target and the Target Companies, as the case may be, nonetheless may take such action, and such action shall not

constitute a breach of or default under this Agreement, (x) Purchaser shall have the right, in its sole and absolute discretion, to adjust the Purchase Price reasonably to reflect the adverse effect of the action taken without such approval or deemed approval on the value of the Target or Target Companies' assets, (y) upon Closing, any Film or other asset produced, created or otherwise arising as a result of such action (each, a "Disapproved Asset") will not be included in the Targeted Assets and will be transferred at the direction of Sellers given immediately prior to Closing, and (z) in consideration of such transfer of each Disapproved Asset, at Closing (i) without duplication of clause (x), the Closing Payment will be reduced by an amount equal to the amount of the Target Companies' cash expenditures made directly in connection with such action, and (ii) without duplication, Sellers shall, prior to or at Closing indemnify Purchaser through an offset against the Purchase Price from and against any loss (including loss in value of the Targeted Assets), cost or expense to the Purchaser, Target or any Target Company incurred by, through or as a result of such action.

第 5.9 条 特定措施；未通过资产。如果买方未在按此除规定的方式将请求通知送达买方三 (3) 个工作日内回复卖方、目标公司、目标公司子公司批准关于第 5.4、5.5、5.7、5.8 条规定的任何请求，将视为买方同意该请求。尽管有不同于第 5.4、5.5、5.7、5.8 条或者本文件中其他条款有相反规定，如果买方不同意并且不视为同意关于任何第 5.4、5.5、5.7、5.8 条规定的措施或者如果卖方、目标公司、目标公司子公司要求买方同意但未根据本文规定提前书面请求卖方同意，那么，(w) 卖方、目标公司、所有目标公司子公司可采取诉讼并且不构成违约或未履行协议；(x) 买方有权单方绝对地合理调整交易价格以反应未经同意或视为同意而采取该措施的对目标公司或目标公司子公司资产的不利影响，(y) 于交割时，因此诉讼 (每一个，以下称“未批准资产”) 产生的任何电影或制作、创作的其他资产不包括在目标资产中，并且根据卖方意愿在交割之前转移，(z) 就每项未通过资产移转，于交割时 (i) 不得重复 (x) 项，交割款项应当扣除同目标公司子公司与此措施直接相关的现金支出 (ii) 不重复使用，卖方应当在交割之前通过于交易价格中抵扣的方式以补偿买方、目标公司、目标公司子公司因此行为产生的费用、损失 (包括目标资产的贬值)。

Section 5.10 Exclusivity. Sellers, Target and their respective Affiliates and Target Companies shall not enter into any formal negotiation, or execute any transactional letters of intent or agreements, in respect of any transaction that is manifestly inconsistent with consummation of the Transaction or would frustrate the purposes of this Agreement or the transactions contemplated hereunder.

第 5.10 条 排他性。关于任何明显与交易完成不一致的或阻止本协议目的的，卖方、目标公司和任何他们各自附属公司和所有目标公司子公司不应进行任何正式的谈判或执行任何具有交易意图的信函或协议或本文拟定交易。

Section 5.11 Excluded Assets. The Disapproved Assets and the assets and Equity Interests of those companies set forth on Schedule 5.11(a) (together, the "Excluded Assets"), shall not be included in the Targeted Assets and Sellers and Target shall take all actions necessary to ensure such Excluded Assets are not owned or controlled by the Target or the Target Companies at Closing and shall provide Purchaser with evidence reasonably satisfactory to Purchaser of the same. All other assets of the Target Companies not identified in Schedule 5.11(a) shall remain assets of the Target Companies and shall be included in the definition of Targeted Assets. Sellers agree to indemnify, defend, and hold harmless Purchaser, Target and the Target Companies with respect to any claims or damages, including any liability, loss, cost, expense, claim, award or judgment incurred or suffered by any of Purchaser, Target, or Target Companies arising out

of or resulting from the Excluded Assets, in accordance with the terms set forth in Article X hereof (excluding, however, Section 10.4(d)), regardless of when the actions underlying such claims or damages arose.

第 5.11 条 除外资产。 冻结资产和在清单 5.11 (a) 中规定的资产和第 5.11 条规定的公司权益 (统称为“除外资产”) 不应包括在目标资产中, 并且卖方和目标公司应采取所有必要的行动保证该除外资产在交割时没有由目标公司或所有目标公司子公司所有或控制, 并且应给买方提供符合买方要求的证据, 买方享有自由裁量权。所有未包括在附表 5.11 (a) 中的目标公司资产应当保留在目标公司子公司并且包括在目标公司资产定义范围内。卖方同意补偿、辩护并且使买方、目标公司、及所有目标公司子公司关于所有索赔或损害赔偿, 包括任何产生于除外资产(包括合理的聘用律师、顾问、会计或其他代理以及关于该事项合理的专家费用支出, 以及为该事项进行调查和/或监测的的费用) 的由买方、目标公司、或所有目标公司子公司引起的或遭受的所有责任、损失、成本、费用、索赔、裁决或判决, 不论是否基于该索赔或损害赔偿产生了诉讼。另外, 卖方同意在交割后, 卖方和其负责人将按上述 X 条 (除第 10.4 (d) 条) 规定的所有公司采取必要的、符合买方要求的同业竞争避免措施, 此类措施包括但不限于将清单所列全部或部分公司解散并提供给买方解散的证明、就清单所列全部或部分公司做出停止经营同类业务的承诺函并实际践行此类承诺。

Section 5.12 Non-Disparagement. On and after the date of this Agreement, neither Sellers nor any of their Affiliates will make any negative, derogatory, or disparaging statement or communication regarding Purchaser or its Affiliates or the business of the Target Companies. On and after the date of this Agreement, neither Purchaser nor any of its Affiliates or any Person involved with the negotiation or preparation of this Agreement on Purchaser's behalf will make any negative, derogatory, or disparaging statement or communication regarding Sellers any of their respective Affiliates or the business of any of the Target Companies.

第 5.12 条 不得贬低。 在本协议签署后, 卖方及其关联方不得对买方及其关联方或者目标公司业务有任何负面的、贬低言论。自本协议签署后, 买方及其关联方或者任何代表买方参与本协议谈判及策划认识不得对卖方及其关联方或者目标公司业务有任何负面的、贬低言论。

Section 5.13 Organizational Structure and Positions. Sellers covenant from the date of this Agreement until the Closing, that they shall cause the Target Companies to maintain the officer positions currently forming a part of the management team set forth on Exhibit 5.13, and that they shall not eliminate any such positions. The Parties agree that the Partnership Agreement shall set forth similar provisions.

第 5.13 条 组织结构及职位。 卖方与交割过渡期承诺将保留根据附件 5.13 规定组建的管理团队高级管理人员职位并不的撤销此职位。双方同意合伙协议应当有类似条款。

Section 5.14 Governance of Target. Sellers and Purchaser each acknowledges that (i) each Party will have a voting rights as partners in Target in proportion to their respective equity ownership percentages, subject to supermajority consent requirements, or other minority partner protective provision, in respect of certain “major decisions” (which shall be defined in the Partnership Agreement to include such matters as any proposed sale of all or substantially all of the Target's assets); (ii) Nicolas Chartier will be appointed and will serve as the Chief Executive Officer of the Target; and (iii) all of the foregoing shall be further set

forth in the Partnership Agreement. Sellers and Purchaser further acknowledge that appointment and/or replacement of the managing partner of Target shall be decided by Purchaser.

第 5.14 条 目标公司管理。买方和卖方知悉以下事项：(i) 各方作为合伙人根据持股比例享有目标公司的投票权，就一些“重大决定”（定义于合伙协议，包括拟定对目标公司资产全部或大部分销售）受制于超级多数同意要求、其他少数合伙保护条款；(ii) 将任命 Nicolas Chartier 为目标公司首席执行官；(iii) 上述内容将于合伙协议中进一步详细规定。卖方和买方进一步知悉应当由买方决定目标公司管理人的委任及更换。

Section 5.15. Escrow Agreement. The Parties shall use their respective best efforts to execute and deliver, and cause the Escrow Agent to execute and deliver, an escrow agreement in form and substance satisfactory to each of them (the “Escrow Agreement”), no later than November 18, 2016.

ARTICLE VI. CONDITIONS TO CLOSING

第六条 . 交割条件

Section 6.1 Conditions to Sellers' Obligation to Complete the Transaction. The obligations of Sellers and Target to consummate the transactions contemplated by this Agreement are subject, at the option of Sellers and Target, to the satisfaction, or written waiver by Sellers and Target to the extent waiver is permitted by applicable Law, on or prior to the Closing Date of each of the following conditions:

第 6.1 条 卖方履行交割义务的条件。在交割启动日或之前，卖方和目标公司为完成拟进行的交易而承担的义务将受限于以下条件直至卖方满意或卖方和目标公司在适用的法律许可范围内书面弃权：

(a) Representations and Warranties. The representations and warranties of Purchaser set forth in Article IV shall be true and correct in all material respects as of Representation Date and as of the Closing Date;

陈述与保证。于陈述日与交割启动日，第四条所列买方的陈述与保证应当在所有重大方面保证真实准确。

(b) Performance. Purchaser shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by it under this Agreement prior to or on the Closing Date;

履行。在交割启动日或之前，买方应当于所有重大方面完成履行并察觉所有根据本协议应当履行或察觉的所有合同与协议。

(c) No Action. On the Closing Date, no injunction, order or award restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall have been issued and remain in force, and no suit, action, or other proceeding (excluding any such matter initiated by Sellers or any of its Affiliates) shall be pending before any Governmental Authority or body of competent jurisdiction seeking to enjoin or restrain or otherwise prohibit the consummation of the transactions contemplated by this Agreement; and

无诉累。于交割启动日，不得有任何将限制、阻止或禁止完成本协议拟进行的交易的已经发布或持续有效的禁令、判决或裁定，且不得有任何请求限制、阻止或禁止完成本协议拟进行的交易的已提交任何政府部门或有裁量权的机构的未决案件、诉讼或其他程序（由卖方或关联方提出的程序除外）；并且

(d) Governmental Consents. All material consents and approvals of any Governmental Authority set forth on Schedule 6.1(d) required for the transfer of the Transferred Interests from Sellers to Purchaser as contemplated under this Agreement, except consents and approvals of assignments by Governmental Authorities that are customarily obtained after Closing, shall have been granted, or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

政府许可。由附件 6.1(d) 列出的，卖方向买方转让本协议拟进行的权益转让所必要的任何政府部门的所有重大许可和批准，（根据交易习惯在交割结束日之后进行的政府部门对转让的许可或批准除外），应当已经取得许可和批准或必要的等待期已经过期，或对提前终止等待期的申请已被批准。

(e) Execution and Delivery of Transaction Documents. Purchaser shall have delivered to the Sellers the items set forth in Section 7.3.

交易文件的签署和递交。买方应当将第 7.3 条规定项目递交给卖方。

Section 6.2 Conditions of Purchaser's Obligation to Complete the Transaction 第 6.2 条 买方完成交易的条件。

The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject, at the option of Purchaser, to the satisfaction, or written waiver by Purchaser to the extent waiver is permitted by applicable Law, on or prior to Closing of each of the following conditions:

在交割启动日或之前，买方为完成拟进行的交易而承担的义务将，（由买方选择），受限于以下条件直至条件满足或买方在适用的法律许可范围内书面弃权：

(a) Transfer of Targeted Assets. The rights, privileges, interests, claims and ownership of Targeted Assets have been duly transferred to Target or the Target Companies.

目标资产的转让。目标资产的权利、特权、利益、主张和所有权均已向目标公司或所有目标公司子公司正当转让。

(b) Representations and Warranties. The representations and warranties of Sellers and Target set forth in Article III shall be true and correct in all material respects as of the Effective Date and as of the Closing Date;

陈述与保证。于生效日和交割启动日，第三条中所列卖方和目标公司的陈述与保证应当在所有重大方面保证真实准确。

(c) Performance. Sellers and Target shall have performed and observed, in all material respects, all covenants and agreements to be performed or observed by it under this Agreement prior to or on the Closing Date;

履行。在交割启动日或之前，卖方和目标公司应当于所有重大方面完成履行并察觉所有根据本协议应当履行或察觉的所有合同与协议。

(d) No Action. On the Closing Date, no injunction, order or award restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement shall have been issued and remain in force, and no suit, action, or other proceeding (excluding any such matter initiated by Purchaser or any of its Affiliates) shall be pending before any Governmental Authority or body of competent jurisdiction seeking to enjoin or restrain or otherwise prohibit the consummation of the transactions contemplated by this Agreement; and

无诉累。于交割启动日，没有禁止令、法庭命令或者限制、要求的仲裁裁决或禁止本协议规定交易的完成应被签发并具有效力，并且在任何政府机构或具有合法管辖权的机构要求命令或限制或禁止本协议规定交易的完成前没有诉讼或其他诉讼程序(不包括任何买方或其附属公司发起的事项)应是未决的；并且

(e) Governmental Consents. All material consents and approvals of any Governmental Authority set forth on Schedule 6.2(e) required for the transactions contemplated under this Agreement, except consents and approvals of assignments by Governmental Authorities that are customarily obtained after Closing, shall have been granted or the necessary waiting period shall have expired, or early termination of the waiting period shall have been granted.

政府同意。除了在交割结束后政府机构通常会获得的同意和批准，任何附件 6.2(e)中规定的政府机构要求的本协议中规定的卖方转让权益的转移的所有重要的同意和批准应被允许或必要的等待期间应届满，等待期间的早期终止应被允许。

(f) Material Adverse Effect. Since the date of this Agreement, there shall not have occurred and be continuing any events that have had, or are reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

重大不利影响。自本协议生效起，不应发生并且继续任何具有或有可能具有、单独或总体具有重大不利影响的事件。

(g) Execution and Delivery of Transaction Documents. Sellers and Target shall have delivered to the Purchaser the items set forth in Section 7.2.

交易文件的签署和交付。卖方和目标公司应已向买方交付了正式签署的交易文件(除本协议)和第 7.2 条规定的其他文件和投递邮件的副本。

(h) Employment Agreements. Target shall have delivered to the Purchaser fully executed employment agreements between Target and/or Target Companies, as reasonably determined by Purchaser, and each of Nicholas Chartier and Jonathan Deckter, in form and substance satisfactory to Purchaser (“Employment Agreements”).

雇佣协议。目标公司应已向买方送达由目标公司和 / 或一方是所有目标公司子公司另一方是目标公司核心管理人员 Nicholas Chartier 和 Jonathan Deckter 之间完全签署的能令买方合理满意的雇佣协议 (“雇佣协议”)。

(g) Non-Compete and Non-Solicitation Agreement. Sellers shall have delivered to Purchaser and Target a non-compete and non-solicitation agreement executed by Nicolas Chartier in form and substance satisfactory to Purchaser and Mr. Chartier (the “Non-Compete Agreement”).

竞业禁止及不招揽协议。卖方应当递交给买方及目标公司一份由 Nicolas Chartier 签署的、格式和内容能令买方和 Nicolas Chartier 满意的竞业禁止及不招揽协议 (以下称“竞业禁止协议”)。

Section 6.3 Conditions to Each Party’s Obligations. The respective obligation of each Party to effect the transactions contemplated herein shall be subject to the satisfaction of the following conditions (none of which may be waived by the parties hereto):

第 6.3 条 各方履行义务的条件。各方分别的执行本协议的义务应满足下述条件 (各方不能放弃任何关于本条的义务)：

(a) Antitrust Approvals. (i) All necessary waiting periods (and all extensions thereof) applicable to the Transaction contemplated hereby under the HSR Act and all other material antitrust laws shall have terminated or expired, and (ii) all clearances, consents, approvals, orders and authorizations that are strictly necessary for the Closing shall have been obtained, in the case of clauses (i) and (ii), except as would not reasonably be expected to have a Material Adverse Effect on the business and operations of the feature motion pictures business of Target and its Affiliates, taken as a whole, and the benefits that are expected to derive from this transaction and the other transactions contemplated hereby.

反垄断批准。(i) 根据 HSR 法令和所有其他重要的反垄断法律，所有必要的等待周期 (以及所有延长周期) 应已终止或届满，并且 (ii) 所有交割所需的许可、同意、批准、命令和授权应已获得，条款 (i) 和 (ii) 中 (视为一个整体)，不包括对目标公司及其附属公司的电影生意有商业和经营上不应合理期待的重大不利影响，以及源自本交易和据此拟定交易所期待的利益。

(b) No Illegality. No Law shall have been enacted, entered, enforced or deemed applicable to this transaction by a Governmental Authority that makes the consummation of the transaction illegal in the U.S. or any foreign jurisdiction in which either Party has substantial business and operations.

无违法行为。在美国或任何任一当事人拥有实质商业和经营的外国司法管辖区域内应没有使本交易的完成违法的法律已被颁布、订立、实施或由政府机构认为适用于本交易的。

ARTICLE VII. CLOSING

第七条 . 交割

Section 7.1 Time and Place of Closing 第 7.1 条 时间和地点

Subject to Article VI and Article IX, the consummation of the purchase and sale of the Transferred Interests contemplated by this Agreement (the “Closing”) shall commence at a location appointed by the Parties at least ten (10) Business Days prior to the scheduled Closing Date, at 11:00 a.m., local time, on December 31, 2016 (the “Target Closing Date”), or another date on or before the Outside Closing Date (as defined in Section 9.2(c)) on which Sellers and Purchaser agree in writing. The date on which the Closing commences is referred to herein as the “Start-up Date for Closing”; and the date upon which the registration of transfer of the Transferred Interests to Purchaser in accordance with applicable law, and any other filing with or consent or approval of any Governmental Authority necessary to ensure the Transferred Interests have transferred from Sellers to Purchaser, is completed or obtained is referred to herein as the “Completion Date of Closing” or the “Closing Date”.

受限于第六条和第九条，本协议拟定的转让利益的购买和销售的完成（“交割”）应为买方和卖方在拟定的交割日前至少十（10）个工作日同意于 2016 年 12 月 31 日当地时间上午十一点于双方当事人指定的地点进行交割（“目标公司交割日”），或其他卖方和买方于交割日之外时或之前书面同意的延长交割日（定义见第 9.2（c）条）。交割开始之日称为“交割的开始日期”；以及根据适用法律将转让权益转让给买方的登记，以及任何其他提交给政府机关或政府机关同意或批准的以确保转让权益已从卖方转移给买方的日期，本处所提到的完成日期或获得日期为“交割完成日期”或“交割日期”。

Section 7.2 Obligations of Sellers and Target at Closing 第 7.2 条 交割时卖方和目标公司的义务

At the Closing, upon the terms and subject to the conditions of this Agreement, and subject to the simultaneous performance by Purchaser of its obligations pursuant to Section 7.3, Sellers and Target shall deliver or cause to be delivered to Purchaser the following:

在交割时，根据条款和受限于本协议的条件，以及受限于买方同时根据第 7.3 条履行的义务，卖方和目标公司应送达或促使送达给买方下述其他事项：

(a) Assignment Agreement assigning the Transferred Interests from Sellers to Purchaser in substantially the form of Exhibit 7.2(a), duly executed by Sellers and any other document, instrument or certificate required to perfect Purchaser’s free and clear ownership of Transferred Interests (the “Assignment Agreement”);

从卖方处转让权益给买方的转让协议（大体见附表 7.2 (a)），该协议由卖方正式签署和所有其他要求完善买方对于转让权益所有权无财产负担的文件、文契或证书（“转让协议”）；

(b) [purposefully omitted]

卖方正式签署的业绩承诺协议；

(c) The partnership agreement of Target in form and substance satisfactory to Purchaser and Sellers (“Partnership Agreement”), duly executed by Sellers;

卖方正式签署的、形式和内容能让卖方和买方均满意的目标公司合伙协议；

与交易价格补充协议的附件 7.2 (d) 大致相似的托管协议，由卖方签署，连同其他拖管经纪人合理要求需签署的补充或辅助性托管说明或文件。

(d) The Employment Agreements, duly executed by Target or the respective Target Company, as applicable;

目标公司或各自的所有目标公司子公司（如适用）正式签署了雇佣协议；

(e) A certificate duly executed by an authorized officer of Sellers and Target, dated as of the Closing Date, certifying on behalf of Sellers and Target that the conditions set forth in Section 6.2 have been fulfilled as to Sellers and Target;

卖方和目标公司授权的高管在交割日正式签署了证明文件，该文件代表卖方和目标公司证明已履行第 6.2 条规定的条件；

(f) The Non-Compete Agreement, duly executed by Nicolas Chartier;

由 Nicholas Chartier 正当签署的竞业禁止协议；

(g) A certificate duly executed by an authorized officer of Target, dated as of the Closing, (i) attaching and certifying on behalf of Target complete and correct copies of (A) the certificate of formation and the operating agreement of Target as in effect as of the Closing, (B) the company resolution of Target authorizing the execution, delivery, and performance by Target of this Agreement and the transactions contemplated hereby, (C) any required approval by the members of Target of this Agreement and the transactions contemplated hereby and (ii) certifying on behalf of Target the incumbency of each officer or principal of Target executing this Agreement or any document delivered in connection with the Closing;

目标公司授权的高管在交割日正式签署了证明文件，(i) 附加并代表目标公司证明完整正确的下述副本 (A) 自交割起目标公司有效的设立和经营协议的证明，(B) 授权执行、交付和由目标公司履行的本协议及拟定交易的目标公司决议，(C) 任何本协议及拟定交易目标公司成员要求的批准和 (ii) 代表目标公司证明每一名签署本协议或任何与交割相关的已送达文件的目标公司高管或主管的任期；

(h) A certificate duly executed by an authorized officer of Sellers, dated as of the Closing, (i) attaching and certifying on behalf of Sellers complete and correct copies of (A) the certificate of formation and the operating agreement or other of Sellers as in effect immediately prior to the Closing, (B) resolutions of Sellers authorizing the execution, delivery, and performance by Sellers of this Agreement and the transactions contemplated hereby, (C) the company resolution of Sellers authorizing the transfer of Transferred Interests, and (D) any required approval by the members or partners of Sellers of this Agreement and the transactions contemplated hereby and (ii) certifying on behalf of Sellers the incumbency of each officer or principal of Sellers executing this Agreement or any document delivered in connection with the Closing;

卖方授权的高管在交割日正式签署了证明文件，(i) 附加并代表卖方证明完整正确的下述副本 (A) 自临近交割前有效的卖方设立和经营协议或其他的证明，(B) 授权执行、交付和由卖方履行的本协议及拟定交易的卖方公司决议，(C) 授权转让权益转移的卖方公司决议，和 (D) 任何本协议及拟定交易卖方成员或合伙人要求的批准和 (ii) 代表卖方证明每一名签署本协议或任何与交割相关的已送达文件的卖方高管或主管的任期；

(i) Where notices of approval are received by Sellers pursuant to a filing or application under Section 5.6 or with respect to consents or approvals of Governmental Authorities reflected in Schedule 6.1(d) or 6.2(e), copies of those notices of approval;

卖方根据第 5.6 条的递交和申请或清单 6.1 (d) 或 6.2 (e) 中的政府机构的同意或批准而收到的批准通知，该批准通知的副本；

(j) True copies of approvals obtained by Sellers from Governmental Authority contemplated under this Agreement pursuant to Section 6.2(d) to the extent such approvals are the responsibility of Sellers or Target.

根据本协议第 6.2 (d) 条拟定的卖方从政府机构处获得的批准和卖方或目标公司有责任的批准的真实副本。

Section 7.3 Obligations of Purchaser at Closing 第 7.3 条 交割时买方的义务

At the Closing, upon the terms and subject to the conditions of this Agreement, and subject to the simultaneous performance by Sellers and Target of its obligations pursuant to Section 7.2, Purchaser shall deliver or cause to be delivered to Sellers, among other things, the following:

在交割时，根据条款和受限于本协议的条件，以及受限于卖方和目标公司同时根据第 7.2 条履行的义务，买方应送达或促使送达给卖方下述其他事项：

- (a) Wire transfer of the Closing Payment;
交割支付的电汇；
- (b) The Assignment Agreement, duly executed by Purchaser;
由买方正式签署的转让协议；
- (c) [purposefully omitted];
- (d) The Partnership Agreement, duly executed by Purchaser;
由买方正式签署的合伙协议；

托管协议，连同任何托管经纪人合理要求签署的支持性或辅助性托管指令或文件，由买方正当签署；

(e) A certificate by an authorized corporate officer of Purchaser, dated as of the Closing, certifying on behalf of Purchaser that the conditions set forth in Section 6.1 have been fulfilled;

买方授权的高管在交割日正式签署了证明文件，该文件代表买方证明已履行了第 6.1 条规定的条件；

(f) A certificate duly executed by authorized representative of Purchaser, dated as of the Closing, (i) attaching and certifying on behalf of Purchaser complete and correct copies of (A) the certificate of formation of Purchaser as in effect as of the Closing, (B) the company resolutions of Purchaser authorizing the execution, delivery, and performance by Purchaser of this Agreement and the transactions contemplated hereby, and (C) any required approval by members of Purchaser of this Agreement and the transactions contemplated hereby and (ii) certifying on behalf of Purchaser the incumbency of each representative of Purchaser executing this Agreement or any document delivered in connection with the Closing;

买方授权的代表在交割日正式签署了证明文件，(i) 附加并代表买方证明完整正确的下述副本 (A) 自交割起买方有效的设立和经营协议的证明，(B) 授权执行、交付和由

买方履行的本协议及拟定交易的买方公司决议，(C)任何本协议及拟定交易买方成员要求的批准和(ii)代表买方证明每一名签署本协议或任何与交割相关的已送达文件的买方代表的任期；

(g) Where notices of approval are received by Purchaser pursuant to a filing or application under Section 5.6 or with respect to consents or approvals of Governmental Authorities reflected in Schedule 6.1(d) or 6.2(e), copies of those notices of approval;

买方根据第 5.6 条的递交和申请或清单 6.1 (d) 或 6.2 (e) 中的政府机构的同意或批准而收到的批准通知，该批准通知的副本；

(h) True copies of approvals obtained from, and evidence of filings with, Governmental Authority contemplated under this Agreement pursuant to Section 6.1(d) or Section 5.6, to the extent such approvals or filings are the responsibility of Purchaser.

根据本协议第 6.1(d) 或第 5.6 条拟定的买方从政府机构处获得的批准以及递交的证据到买方有责任的批准或递交的真实副本。

ARTICLE VIII. TAX MATTERS

第八条 . 税务事项

Section 8.1 Apportionment of Liability for Taxes. Sellers shall be responsible for all Taxes of Target and Target Companies (and Sellers shall be entitled to the benefit of any Tax attributes, including operating losses) for any period ending on or prior to the Closing Date; *provided* that any and all such Tax liability shall be paid first from cash reflected (or that would be reflected) on a consolidated balance sheet of Target as of the Closing Date, which shall be applied to pay such Taxes or distributed to Sellers for the payment of such Taxes. Unless prohibited by applicable Tax Law, the Tax period of Target and each of the Target Companies will end as of the Closing Date. In any case where applicable Tax Law does not permit Target or any Target Company to close its Tax period on the Closing Date or in any case in which a Tax is assessed with respect to a Straddle Period of Target or any Target Company, then Taxes, if any, with respect to a Straddle Period of Target or such Target Company shall be allocated in the manner described in this Section 8.1. Taxes of Target and the Target Companies (other than property Taxes) shall be allocated to the Pre-Closing Tax Period and the portion of the Straddle Period beginning after the Closing Date based on a "closing of the books" method, *provided* that exemptions, allowances or deductions that are calculated on an annual basis shall be allocated between the Pre-Closing Tax Period and the portion of the Straddle Period beginning after the Closing Date in proportion to the number of days in each such period. Property Taxes shall be allocated between the Pre-Closing Tax Period and the portion of the Straddle Period beginning after the Closing Date in proportion to the number of days in each such period. For purposes of this Agreement: (i) "Pre-Closing Tax Period" shall mean any taxable period ending on or prior to the Closing Date and the portion of any Straddle Period ending on the Closing Date, and "Straddle Period" shall mean a taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

第 8.1 条 税款的责任分担。卖方在交割日和交割日之前应对所有目标公司和各目标公司的子公司的税务负责 (卖方应有权享有任何税务免除，包括经营损失) ；前提是和所有目标公司的反

应(或将反应)在资产负债表上的税款债务,在交割日须显示已现金支付,该情形适用于支付该类税款或分配给卖家来支付该类税款。除非适用税法明令禁止,目标公司和目标公司的子公司的纳税期将于交割日截止。如果适用税法不允许目标公司或任意目标公司的子公司于交割日关闭纳税期,或在目标公司或目标公司的子公司的过渡期被征税,则过渡期间该目标公司所被征收的税按照第8.1条的规定重新分配。目标公司和目标公司的子公司的税务(除地产税)应被重新分配到交割前纳税期,且过渡期间里交割日后的部分按照“账本交割”的方式计算,前提是例外情况、津贴或减去部分以年为单位,并被分配于交割前纳税期和过渡期开始交割日之后的期间,按照天数所占比例进行计算。地产税应被分配于交割前纳税期和过渡期开始交割日之后的部分,按照天数所占比例进行计算。该协议的目的:(1)“交割前纳税期”应表示交割日及之前的任一纳税期和交割日截止的过渡期纳税部分,“过渡期”应表示交割日之前或当日开始,交割日之后结束的时期。

Section 8.2 Preparation and Filing of Tax Returns. Sellers, Target and Target Companies shall file (or cause to be filed) all Tax Returns (and shall pay or cause to be paid to the appropriate Government Authority the Taxes shown as due and payable on such Tax Returns) which are required to be filed by any of them on or prior to the Closing Date. Target shall prepare, or cause to be prepared, and file, or cause to be timely filed when due (taking into account all extensions properly obtained), all Tax Returns required to be filed by Target and the Target Companies after the Closing Date. Any Tax Return required to be filed by Target or a Target Company after the Closing Date that covers a Pre-Closing Tax Period shall be prepared and filed in a manner consistent with the past practices of Target or such Target Company (as applicable) unless otherwise required by applicable Law. Copies of such Tax Returns shall be provided to Purchaser and Sellers at least thirty (30) days prior to the due date for filing any such Tax Return for their review and approval (such approval not to be unreasonably withheld).

Section 8.3 Amended Tax Returns. Without the prior written consent of the Sellers and Purchaser, none of Target or any of the Target Companies shall (i) amend any Tax Return relating to a Pre-Closing Tax Period, or (ii) file any Tax Return for a Pre-Closing Tax Period in a jurisdiction in which Target or such Target Company (as applicable) did not file previously such a Tax Return.

第8.3条 纳税申报单的修改。在无卖方和买方的书面同意的情况下,目标公司或任一目标公司的子公司不得(i)修改任何交割前纳税期的纳税申报单,或(ii)向目标公司或目标公司的子公司(如适用)之前从未提交过纳税申报单的司法管辖区提交任何交割前应缴税款的纳税申报单。

Section 8.4 Cooperation on Tax Matters. Purchaser and Sellers will cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of the Tax Return pursuant to this Article VIII and any audit or other proceeding with respect to Tax Returns filed by Target or any of the Target Companies for any prior year.

第8.4条 税务合作。买方和卖方将通力合作,应对方合理请求,根据第八条的规定共同协助提交纳税申报单和解决任何审计或其他目标公司或任一目标公司子公司提交纳税申请单的程序上问题。

Section 8.5 Certain Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred by Target or Purchaser pursuant to applicable law in connection with this Agreement will be paid by Purchaser and Purchaser will, at its own expense, file all

necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, stamp, registration and other Taxes and fees.

第8.5条 确定税务。所有目标公司或买方根据适用法律而产生的跟该协议相关的转移费、归档费、销售费、使用费、印章费、注册费和其他税务和款项（包括任何罚款和利息）均由买方支付，且买方将按照其开支，提交所有必要纳税申报单和其他所有跟转让费、归档费、小收费、印章费、注册费和其他税务和费用有关的文件。

Section 8.6 Tax Refunds. Any Tax refund, credit or similar benefit that are received by Purchaser, Target or any of the Target Companies, and any amounts credited against Tax to which Purchaser, Target or any of the Target Companies become entitled, that relate to a Pre-Closing Tax Period shall be for the account of Sellers.

第8.6条 退税。任何买方、目标公司或任一目标公司的子公司收到的退税、债权或类似福利，以及买方、目标公司或目标公司的子公司有权享有的与交割前纳税期有关的任何数额的债权，应计入卖方账户。

ARTICLE IX. EFFECTUATION, TERMINATION AND AMENDMENT

第九条 . 协议的生效、终止和修订

Section 9.1 Effectuation. Purchaser's payment obligations under this Agreement (other than with respect to the First Tranche Good Faith Deposit and Second Tranche Good Faith Deposit pursuant to Section 2.2 and Section 9.2(c), which shall become effective immediately upon the execution and delivery of this Agreement) shall not become effective until the following approvals have been obtained or the requirement therefor has been waived in writing by Purchaser:

第9.1条 生效。本协议（除根据第2.2条、第9.2(c)条规定的第一笔诚意金和第二笔诚意金以外，该等内容在本协议签署和交付时起立即生效）应当在下列批准全部获得后方能生效，除非买方书面豁免要求：

(a) The proposed Transaction and this Agreement (including the Purchase Price Supplement) shall be approved by the board of directors of the public company Anhui Xinke New Materials Stock Co. Ltd., which owns or controls all of the outstanding Equity Interests of Purchaser; and

本交易和本协议（包括交易价格补充协议）应经上市公司安徽鑫科新材料股份有限公司董事会审议通过，董事会享有或控制所有买方已发行股权利益；

(b) The proposed Transaction and this Agreement (including the Purchase Price Supplement) shall be approved by the meeting of shareholders of the public company Anhui Xinke New Materials Stock Co. Ltd.

本交易和本协议（包括交易价格补充协议）应经上市公司安徽鑫科新材料股份有限公司股东审议通过；

(c) This Agreement (including the Purchase Price Supplement) shall be approved by the National Development and Reform Commission, Beijing Municipal Commission of Development and Reform and the Development and Reform Commission of Anhui Province of the People's Republic of China.

本交易和本协议(包括交易价格补充协议)应经中国国家发展和改革委员会、北京市发展和改革委员会和安徽省发展和改革委员会批准。

The first date upon which all of the approvals referenced in clauses (a) through (c) above have been obtained (or waived) shall herein be referred to as the "Effective Date". If the approval referenced in clause (a) above has not occurred, or the First Tranche Good Faith Deposit has not been paid into the Escrow Account in accordance with Section 2.2, in each case on or before November 18, 2016, then this Agreement shall be deemed null and void and without any effect, and there shall be no further obligations or liabilities by or between the Parties hereto.

第(a)至(c)款所列全部批准均获得(或豁免)的第一天在本协议内称为“生效日”。若(a)款所列批准未能发生,或第一笔诚意金未根据第2.2(a)条支付至共管账户中,在任何情况下不晚于2016年11月18日(除非是因为共管账户未能设立完成且在该情况下双方应当继续配合以设立并促使银行协助设立共管账户),则本协议将被视为无效且不存在,且双方不再就此协议拥有任何进一步的义务或责任。

Section 9.2 Termination. This Agreement may be terminated at any time prior to Closing:

第9.2条 终止。本协议可能在交割前的任何时间终止:

(a) by the mutual prior written consent of Sellers and Purchaser;
通过卖方和买方双方之前的书面同意;

(b) by either Sellers or Purchaser if any of the necessary government approvals set forth in Section 6.1(d) or 6.2(e), respectively, is denied by the applicable Government Authority or becomes impossible to obtain, or if any condition set forth in Section 6.3 becomes impossible to satisfy, in each case exerting good faith, diligent and commercially reasonable efforts by the Parties;

无论买方或卖方,在双方均已善意、尽职和合乎商业规范的努力的情况下,提交给政府机构审批的申请(分别见第6.1(d)条或6.2(e)条)却被政府机构驳回或无法获得,或任一第6.3条中所述事项不可能满足;

(c) by either Sellers or Purchaser, if the Closing Date shall not have occurred on or before January 5, 2017 (as such date may be extended in accordance with this Section 9.2(c), the "Outside Closing Date"); provided, however, that Purchaser shall have a right to extend the Outside Closing Date to

a date not later than March 31, 2017, by (x) paying to Sellers a fee in the amount of US\$4,000,000 (the “Extension Fee”), which Purchaser may elect to be paid from the Good Faith Deposit and (y) depositing the Second Tranche Good Faith Deposit into the Escrow Account no later than January 31, 2017; *provided, further*, that if (i) the Outside Closing Date is extended in accordance herewith, (ii) the Closing Date does not occur on or before the Outside Closing Date as so extended, and (iii) on the extended Outside Closing Date the condition precedent referred to in any of Section 6.1(d), 6.2(e) or 9.1 has not been satisfied, Purchaser shall pay to Sellers, from the Good Faith Deposit in the Escrow Account, a termination fee in the amount of \$10,000,000 (the “Termination Fee”). If Purchaser has timely paid the Extension Fee to extend the Outside Closing Date pursuant to this Section 9.2(c) but fails to deposit the Second Tranche Good Faith Deposit into the Escrow Account on or before January 31, 2017, then this Agreement shall terminate at the close of business in Los Angeles, California on January 31, 2017 and be of no further force or effect, without any further obligation or liabilities between the parties (including any Purchaser liability related to the Termination Fee) except to the extent otherwise expressly provided herein. If (i) the Outside Closing Date is extended in accordance herewith and the Extension Fee is paid to Seller in accordance herewith, (ii) the Closing Date does occur on or before the Outside Closing Date as so extended, the Extension Fee shall be applied to reduce the Purchase Price in the amount so paid.

如果交割日不论任何原因没有在或早于 2017 年 1 月 5 日发生(该等日期可根据本第 9.2(c)条延长,延长的日期称“延长交割日”),买方或卖方可终止本协议。买方应当有权延长交割日至不迟于 2017 年 3 月 31 日,通过下列方式:(x)向卖方支付肆佰万美元(\$4,000,000) (“延长费”),买方可以选择从诚意金中支付,及(y)在不迟于 2017 年 1 月 31 日之前向共管账户中存入第二笔诚意金;但是,若(i)交割日根据本条款延长至延长交割日,(ii)交割未在延长后的延长交割日或之前发生,且(iii)在延长后的延长交割日时,仍有第 6.1(d)、6.2(e)、9.1 条规定的先决条件未能满足,买方应当向卖方自共管账户诚意金中支付金额等于壹仟万美元(\$10,000,000)的终止费(“终止费”)。若买方根据第 9.2(c)及时支付了延长费但未能在 2017 年 1 月 31 日之前将第二笔诚意金存入托管账户,本协议将在洛杉矶时间 2017 年 1 月 31 日正常营业终止时终止,且除另行明确规定的以外不再有任何效力,且双方之间不再附有任何进一步的义务或责任(包括关于终止费的任何买方责任)。若(i)延长交割日根据本条延长,且延长费已经据此支付给卖方,(ii)交割的确在延长交割日之前发生,则实际支付的延长费将计入交易价格。

(d) by Purchaser pursuant to Section 10.3;

根据第 10.3 条由买方终止;

(e) by Sellers if Purchaser shall have failed to perform or observe in any material respect, or is in material breach of any of its representations, warranties, covenants or other agreements contained in this Agreement, and fails to cure such failure or breach within ten (10) Business Days after receipt of written notice from Sellers of such failure or breach;

如果买方未履行或遵守任何重要事项，或实质违反任何其陈述、保证、契约或本协议包括的其他协议，并且在收到卖方对于该未履行或违约的书面通知后十(10)个工作日内未纠正该未履行或违约，卖方可终止本协议；或者

(f) by either Party if, after the execution of this Agreement and good faith negotiation, the Parties cannot agree to (1) any of the Schedules or Exhibits hereto, (2) the Purchase Price Allocation pursuant to, and in accordance with, Section 11.18, or (3) the form and substance of the Partnership Agreement, Employment Agreements or Non-Compete Agreement, in which case, and notwithstanding anything else to the contrary in this Agreement, this Agreement shall terminate and no longer be of any force and effect, without any further liability or obligation between the parties; or

若在本协议签署之后，双方未能就(1)本协议所附任何清单或附件，(2)根据第11.18条的交易价格分配，或(3)合伙协议、雇佣协议或竞业禁止协议的形式和内容，基于善意谈判达成一致，则无论本协议中是否存在任何其他相反的规定，本协议可由任何一方终止且不再具有任何效力，双方之间不再负有任何义务和责任；或

(g) by Purchaser if Sellers shall have failed to perform or observe in any material respect, or is in material breach of any of its representations, warranties, covenants or other agreements contained in this Agreement, and fails to cure such failure or breach within ten (10) Business Days after receipt of written notice from Purchaser of such failure or breach;

如果卖方未履行或遵守任何重要事项，或实质违反任何其陈述、保证、契约或本协议包括的其他协议，并且在收到买方对于该未履行或违约的书面通知后十(10)个工作日内未纠正该未履行或违约，买方可终止本协议；

provided, however, that no Party shall be entitled to terminate this Agreement under this Section 9.2 if the Closing has failed to occur because such Party failed to perform or observe in any material respect its covenants and agreements or has materially breached its representations and warranties hereunder.

然而，如果交割未发生是由于当事人未履行或遵守契约和协议中的任何重要事项，或针对其陈述和保证发生重大违约，没有一方当事人应有权根据第9.2条终止本协议。

Section 9.3. Effect of Termination. If this Agreement is terminated pursuant to Section 9.2, this Agreement shall become void and of no further force or effect (except for the provisions of Section 1.2, Article 10 and Sections 11.2, 11.3, 11.4, 11.5, 11.12, 11.13, 11.15 and 11.16, all of which shall continue in full force and effect and any other provisions expressly stated to survive such termination). Notwithstanding anything to the contrary in this Agreement (except for Sections 2.2 and 9.2(c)), the termination of this Agreement pursuant to Section 9.2 shall be the exclusive remedy for each Party in respect of the other Party's failure to perform any of its agreements or covenants contained herein that were to be performed or observed at or prior to Closing, and neither Party shall have any liability for any failure to perform any of its agreements or covenants contained herein that were to be performed or observed at or prior to Closing.

第 9.3 条 终止效力。如果本协议根据第 9.2 条终止，本协议应变为无效并且没有进一步的法律效力（除第 1.2 条、第 10 条和第 11.2、11.3、11.4、11.5、11.12、11.13、11.15 条和 11.16 条款外，所有上述条款应仍具有法律效力且任何其他条款若有明示则终止后继续有效）。尽管该协议下任何其他条款相反（除了第 2.2 (a) 和 9.1 条外），根据第 9.2 条终止该协议是对任意一方因另一方在交割前未履行其协议或约定的本应履行的义务而获得的排他救济，且双方均不就其因交割前未履行本协议中约定的履行义务而承担任何责任。

ARTICLE X. INDEMNIFICATION; LIMITATIONS

第四条 . 赔偿；限制

Section 10.1 Indemnification 第 10.1 条 赔偿

(a) From and after Closing, Purchaser shall indemnify, defend and hold harmless Sellers and its employees, representatives, equity holders, Affiliates and agents (“Sellers Group”) from and against all Damages incurred or suffered by Sellers Group, or any of them, caused by or arising out of or resulting from: (i) Purchaser’s breach of any of Purchaser’s covenants or agreements after Closing; or (ii) any inaccuracy or breach of any representation or warranty made by Purchaser contained in Article IV of this Agreement, unless such Damages result from the negligence, bad faith or willful misconduct of any of the Sellers Group.

自交割日起，买方应补偿、防护并且使卖方及其雇员、代表、股东、附属公司和代理（“卖方集团”）不受任何由下述事项导致的或源于或起因于下述事项的引起卖方集团或任何卖方集团之一遭受的损失：(i) 在交割后，买方对任何买方契约或协议违约；或(ii) 任何本协议第六条中买方做出的陈述和保证的任何不准确或违约，除非该损失源于任何卖方集团的疏忽、恶意或故意不法行为。

(a) From and after Closing, Sellers shall indemnify, defend and hold harmless Purchaser and its officers, directors, employees, representatives and agents (“Purchaser Group”) from and against all Damages incurred or suffered by Purchaser Group caused by or arising out of or resulting from: (i) Sellers’s material breach of any of its covenants or agreements; (ii) any material inaccuracy or breach of any representation or warranty made by Sellers contained in Article III of this Agreement; and (iii) Sellers’s voluntary amendment of any tax return, information report, or financial statement concerning any period during which Sellers owned the Target or any of the Target Companies or Targeted Assets prior to Purchaser acquiring the Transferred Interests, unless such Damages result from the negligence, bad faith or willful misconduct of any of the Purchaser Group.

自交割日起，卖方应补偿、防护并且使买方及其高管、董事、雇员、代表、和代理（“买方集团”）不受任何由下述事项导致的或源于或起因于下述事项的引起买方集团或任何买方集团之一遭受的损失：(i) 卖方重大违反任何其契约或协议；或(ii) 任何重大不准确或违反任何在本协议第四条或第五条中卖方做出的任何陈述或保证；以及(iii) 卖方自愿修改的任何纳税

申报单、信息报告或涉及任何在买方获得转让权益前卖方拥有目标公司或所有目标公司子公司或目标公司财产的任何期间的财务报表。除非该损失由买方集团的疏忽、恶意或有意错误履行导致。

(b) “Damages,” for purposes of this Article X, shall mean the amount of any actual liability, loss, cost, expense, claim, award or judgment incurred or suffered by any Indemnified Person arising out of or resulting from the indemnified matter, whether attributable to personal injury or death, property damage, contract claims, torts or otherwise, including reasonable fees and expenses of attorneys, consultants, accountants or other agents and experts reasonably incident to matters indemnified against, and the costs of investigation and/or monitoring of such matters, and the costs of enforcement of the indemnity; provided, however, that “Damages” shall not include any adjustment for taxes that may be assessed on payments under this Article X, but shall be reduced by the present value of any tax benefits that are reasonably likely to be realized by that Indemnified Person resulting from the Damages. Notwithstanding the foregoing, a Party shall not be entitled to indemnification under this Section 10.1 for, and Damages shall not include, (i) loss of profits, whether actual or consequential, or other consequential damages suffered by the Party claiming indemnification, or any punitive damages (other than loss of profits, consequential damages or punitive damages suffered by third persons and assessed against an Indemnified Person, for which responsibility is allocated between the Parties) or (ii) any increase in liability, loss, cost, expense, claim, award or judgment to the extent such increase is caused by the actions or omissions of any Indemnified Person after the Closing Date.

“损害赔偿金”，根据第七条的目的，指任一受偿人在任一受偿事项，无论有关个人伤亡、财产损失、合同纠纷、侵权或是其他，中承受的任何实际责任、损失、成本、费用、索赔、裁决或判决数额，包括合理的聘用律师、顾问、会计或与补偿事项有关的其他代理人或专家而产生的费用支出、为该事项进行调查和/或监测的费用以及履行赔偿的费用；然而该“损害赔偿金”不应包括任何根据第十条确定的付款调整税额，但应减去受偿人可能从损害赔偿中获得的任何税务福利的现有价值。尽管有上述规定，当事人不应被授权根据第 10.1 条要求赔偿，且损害赔偿金不应包括：(i) 任何直接或间接的收益损失，或因当事人要求损害赔偿金而遭受的间接损失，或任何惩罚赔偿金（除收益损失、间接损失或第三人遭受的以及对抗受偿人的惩罚赔偿外，为在当事人之间分配的责任）或(ii) 任何责任、损失、成本、费用、索赔、裁决或判决的增加，该增加是在交割日后由任何受偿人的作为或不作为造成的。

(c) Any claim for indemnity under this Section 10.1 by any current or former Affiliate, director, officer, employee or agent must be brought and administered by the applicable Party to this Agreement. No Indemnified Person other than Sellers and Purchaser shall have any rights against either Sellers or Purchaser under the terms of this Section 10.1 except as may be exercised on its behalf by Purchaser or Sellers, as applicable, pursuant to this Section 10.1(d). Each of Sellers and Purchaser may elect to exercise or not exercise indemnification rights under this Section on behalf of the other Indemnified Persons affiliated with it in its sole discretion and shall have no liability to any such other Indemnified Person for any action or inaction under this Section.

根据第 10.1 条，任何当前或之前附属公司、董事、高管、雇员或代理人的任何补偿的索赔必须由本协议适合的当事人提出或执行。除了卖方和买方，没有受偿人应有任何权利

根据第 10.1 条的条款对抗卖方或买方，不包括根据第 10.1 (d) 可能由买方或卖方代表执行的（如适用）。卖方和买方各自可选择执行或不执行本条下代表其他受偿人（具有自由裁量权）的补偿权利并且对于任何该受偿人在本条下应没有任何作为或不作为的责任。

(d) Except as otherwise required by applicable law, the Parties shall treat, for tax purposes, any amounts paid under this Article X as an adjustment to the Purchase Price.

出于税款目的，当事人应将根据第十条支付的任何金额视作交易价格的调整，除非适用法律另有说明。

Section 10.2 Indemnification Actions 第 10.2 条 赔偿措施

All claims for indemnification under Section 10.1 shall be asserted and resolved as follows:

所有在第 10.1 条项下索赔的提出和解决措施如下：

(a) For purposes of this Article X, the term “Indemnifying Person” when used in connection with particular Damages shall mean the Person having an obligation to indemnify another Person or Persons with respect to such Damages pursuant to this Article X, and the term “Indemnified Person” when used in connection with particular Damages shall mean a Person having the right to be indemnified with respect to such Damages pursuant to this Article.

根据本条宗旨，“赔偿人”用于特定损害时是指有义务赔偿他人或本条中与损害相关的人士。“受偿人”用于特定损害时是指对本条的特定损害有权力收场的相关人士。

(b) To make claim for indemnification under Section 10.1, an Indemnified Person shall notify the Indemnifying Person of its claim, including the specific details of and specific basis under this Agreement for its claim (the “Claim Notice”). In the event that the claim for indemnification is based upon a claim by a third Person against the Indemnified Person (a “Claim”), the Indemnified Person shall provide its Claim Notice not later than ten (10) days after the Indemnified Person has actual knowledge of the Claim and shall enclose a copy of all papers (if any) served with respect to the Claim. In the event that the claim for indemnification is based upon an inaccuracy or breach of a representation, warranty, covenant or agreement, the Claim Notice shall specify the representation, warranty, covenant or agreement that was inaccurate or breached and be delivered no later than the earlier of (x) thirty (30) days after the Indemnified Party discovered such breach or (y) the first (1st) anniversary of the Closing Date.

若根据 10.1 条提出索赔，受偿人应当通知赔偿人，包括基于本协议项下特定基础的特定细条（以下称“索赔通知”）。若索赔是第三方向受偿人提出（以下称“该索赔”），受偿人应当在其知道该索赔之日十（10）天内提供索赔通知并附关于该索赔所有相关文件复印件（如果有）。若索赔是基于陈述、保证、约定、协定的不准确或违约，索赔通知应当注明该陈述、保证、

约定、协定是不准确或违约的，并且应该不晚于 (x) 受偿人发现该违约三十日或 (y) 交割日起一年内两者较早的日期。

(c) In the case of a claim for indemnification based upon a Claim, the Indemnifying Person shall have thirty (30) days from its receipt of the Claim Notice to notify the Indemnified Person whether it admits or denies its obligation to defend the Indemnified Person against such Claim under this Article X. If the Indemnifying Person does not notify the Indemnified Person within such thirty (30) day period regarding whether the Indemnifying Person admits or denies its obligation to defend the Indemnified Person, it shall be deemed to have denied its obligation to defend the Indemnified Person against such Claim under this Article X. The Indemnified Person is authorized, prior to and during such thirty (30) day period, to file any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Person and that is not prejudicial to the Indemnifying Person.

若索赔是基于该索赔，赔偿人应当自收到索赔通知起三十 (30) 日内通知受偿人是否承认其是否有义务根据第十条的规定针对该索赔为受偿人辩护。根据第十条的规定，如果赔偿人三十 (30) 日内没有通知受偿人其是否承认有针对该索赔为受偿人辩护的义务，那么应该视为赔偿人否认该义务。受偿人有权在此三十 (30) 日之前或之内提起必要或适当的动议、回答或其他诉状在不损害赔偿人利益情况下维护受偿人利益。

(d) If the Indemnifying Person admits its obligation to fully indemnify the Indemnified Person, it shall have the right and obligation to defend, at its sole cost and expense, the Claim. The Indemnifying Person shall have full control of such defense and proceedings, including any compromise or settlement thereof in accordance with this Section 10.2(d). If requested by the Indemnifying Person, the Indemnified Person agrees to cooperate in contesting any Claim which the Indemnifying Person elects to contest (*provided, however*, that the Indemnified Person shall not be required to bring any counterclaim or cross-complaint against any Person). The Indemnified Person may at its sole cost which shall not be covered by this indemnity, participate in, but not control, any defense or settlement of any Claim controlled by the Indemnifying Person pursuant to this Section 10.2(d), *provided* that the Indemnified Person may file initial pleadings as described in the last sentence of paragraph (c) above if required by court or procedural rules to do so within the thirty (30) day period in paragraph (c) above. An Indemnifying Person shall not, without the written consent of the Indemnified Person, settle any Claim or consent to the entry of any judgment with respect thereto that (i) is not satisfied solely by the payment of money damages, (ii) does not result in a final resolution of the Indemnified Person's liability with respect to the Claim (including, in the case of a settlement, an unconditional written release of the Indemnified Person from all further liability in respect of such Claim) or (iii) might reasonably be expected to materially and adversely affect the Indemnified Person (other than as a result of money damages covered by the indemnity).

如果赔偿人承认其有全面补偿受偿人的义务，那么赔偿人有权利、义务以个人承担费用开销对该索赔进行抗辩。赔偿人应当全面负责此抗辩和诉讼程序，包括任何根据本协议第 10.2(d)条进行的妥协和和解。如果根据赔偿人请求，受偿人同意共同辩护任何赔偿人决定辩护 (前提是不得要求受偿人提出针对任何人的反诉或者交叉诉讼) 的索赔。受偿人将以不受偿的个人

开销加入但并不负责赔偿人根据第 10.2(d)条负责的索赔辩护或和解，但是如果法院或程序要求在如(c)段所述三十(30)日内，受偿人可以先提出起诉。赔偿人不得未经受偿人书面同意进行和解或者同意如下判决(i)不能完全满足金钱损害支付；(ii)不是受偿人对于该索赔责任的终极裁定(包括和解、无条件豁免受偿人所有索赔责任)；(iii)有合理可能对受偿人产生重大不利影响(除非是补偿范围内的金钱损害)。

(e) If the Indemnifying Person does not admit its obligation or admits its obligation but fails to diligently defend or settle the Claim, then the Indemnified Person shall have the right to defend against the Claim (at the sole cost and expense of the Indemnifying Person, if the Indemnified Person is entitled to indemnification hereunder), with counsel of the Indemnified Person's choosing; *provided, however,* if the Indemnifying Person subsequently admits its obligation to indemnify the Indemnified Person, the Indemnifying Person shall have the right to assume the defense of the Claim at any time prior to settlement or final determination thereof. If the Indemnifying Person has not yet admitted its obligation to indemnify the Indemnified Person, the Indemnified Person shall send written notice to the Indemnifying Person of any proposed settlement but the Indemnified Person shall not settle, compromise, admit or make any acknowledgement that would give rise to liability on the part of any Indemnifying Person without the prior written consent of such Indemnifying Person. If the Indemnified Person settles any Claim over the objection of the Indemnifying Person whether before or after the Indemnifying Person has timely admitted its obligation for indemnification in writing and assumed the defense of the Claim, the Indemnified Person shall be deemed to have waived any right to indemnity with respect to the Claim. Notwithstanding the foregoing, if the Indemnifying Person has denied (or is deemed to have denied) its obligation to defend the Indemnified Person against such Claim under this Article X, such Indemnifying Person shall nonetheless be entitled to participate at its own expense in the defense of the Claim, and the Indemnified Person shall provide to the Indemnifying Person access to all pleadings and discovery relating to such Claim.

如果赔偿人否认其有全面补偿受偿人的义务或者承认但是未尽职辩护或者和解该索赔(如果受偿人有权获得此处规定的补偿,赔偿人个人承担花费和开销),根据受偿人的选择;如果赔偿人随后承认其赔偿义务,赔偿人有权在此处规定的和解和最终裁定前承担索赔辩护。如果赔偿人尚未承认其赔偿义务,受偿人应当发送关于拟定和解的书面通知给赔偿人,但是受偿人不得在未经赔偿人书面同意下和解、妥协、承认或者做出任何可能对任何赔偿人产生责任的确认。如果受偿人在赔偿人反对下达成索赔和解,不论在赔偿人是否及时做出书面承认其赔偿义务并承担索赔辩护之前或之后,将视为受偿人放弃获得索赔补偿的任何权利。尽管如上所述,如果赔偿人否认其由第十条规定的辩护义务,该赔偿人仍然有权以个人开销参与索赔辩护,受偿人应当提供赔偿人关于该索赔的所有诉状和证据。

(f) In the case of a claim for indemnification not based upon a Claim, the Indemnifying Person shall have thirty (30) days from its receipt of the Claim Notice to (i) cure the Damages complained of, (ii) admit its obligation to provide indemnification with respect to such Damages or (iii) dispute the claim for such Damages. If the Indemnifying Person does not notify the Indemnified Person within such thirty (30) day period that it has cured the Damages or that it disputes the claim for such Damages, the Indemnifying Person shall be deemed to dispute the claim for such Damages.

如果索赔并非基于第三方针对受偿人提出的索赔，赔偿人应当在接到索赔通知起三十（30）日内（i）赔偿损害；（ii）承认其赔偿损害的义务；（iii）对该损害索赔提出异议。如果赔偿人未在三十（30）日内通知受偿人其已赔偿或者对损害提出异议，应当视为赔偿人对该损害有异议。

Section 10.3 Casualty and Condemnation. If, after the date of this Agreement but prior to the Closing Date, any material portion of the Targeted Assets is destroyed by fire or other casualty or is expropriated or taken in condemnation or under right of eminent domain, or otherwise is impacted due to a force majeure event, which reasonably would be expected to have a Material Adverse Effect, Purchaser shall not be required to close, and Purchaser shall have a separate and independent right to terminate this Agreement.

第 10.3 条 灭失和征用。如果在本协议签订之后协议交割之前，任何目标财产因火灾或其他事故损毁或者被征收征用或者国家对其享有征用权，或者受不可抗力影响而遭受重大不利影响，不得要求买方进行交割，买方有独立的终止本协议的权利。

• Section 10.4 Limitation on Actions 第 10.4 条 行为限制

(a) Subject to the limitations and other provisions of this Agreement, the representations and warranties contained in this Agreement shall survive the Closing. No claim for indemnity shall be made after the last day therefor provided in Section 10.2(b), except that:

受制于本协议限制条款和其他条款，本协议的陈述和保障在交割日之后仍然有效。在这段时期的最后一天（2018 年 12 月 31 日）之后不能再提出索赔，除非：

(i) Any indemnification claims arising from any inaccuracy in or breach of any representations and warranties that are asserted within the permissible time periods, such indemnification claims shall continue until the final amount of recoverable Losses are determined by final agreement, settlement, judgment or award binding on Sellers and Purchaser in accordance with this Article.

因任何不准确或遭到违约的陈述或保证而在许可期间内提出的索赔，这样的索赔应当持续到最后一笔可补偿损失经对买卖双方有约束力的最终协议、和解、判决获奖励根据本条规定得以确定。

(b) None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

除了规定在交割日后履行的条款，本协议中的任何条文或约定在交割日后将失去效力，任何这样的规定在交割日后履行的存续条款将在交割日后的拟定日期内有效。尽管如上所述，任何很具诚实信用原则提出的有合理特殊性的（在该期间内知悉的）并且由非违约方向违约方在适用的存续期到期日前作出书面通知的索赔不应当受这样的到期日限制并且这种索赔将一直持续到被最终解决。

(c) The amount of any Damages for which an Indemnified Person is entitled to indemnity under this Article X shall be reduced by the amount of insurance proceeds realized by the Indemnified Person or its Affiliates and the amount of any tax benefit realized by the Indemnified Person or its Affiliates with respect to such Damages (net of any collection costs, and excluding the proceeds of any insurance policy issued or underwritten by the Indemnified Person or its Affiliates).

受偿人根据第十条享有的索赔金额应当扣除受偿人或其关联方根据该损害取得的的保险收益和受偿人或关联方就此损害取得的税务受益（征集费用净值，排除任何由受偿人或关联方签署或承担的保险文本的保险收益）。

(d) No Indemnified Person shall make any claim for indemnity under Article X unless (i) Damages incurred or suffered by such Indemnified Person caused by or arising out of or resulting from a breach by any Party of any of its representations, warranties, covenants or agreements, or the occurrence of any other event, or existence of any other fact or circumstance, giving rise to such claim for indemnity, exceed \$10,000, and (ii) the aggregate amount of Damages incurred or suffered by all Indemnified Persons in the Seller Group (if the Purchaser is the Indemnifying Party) or all Indemnified Persons in the Purchaser Group (if the Sellers are the Indemnifying Party), exceed \$250,000.

受偿人不得根据第十条主张任何赔偿，除非（i）受偿人遭受的损害是由任何一方对于其陈述、保证、协议、约定违约、或其他情况的产生、存在使得此类赔偿主张产生，且超过壹万美元（\$10,000）；和（ii）所有卖方群体中的受偿人（若买方是赔偿人），或所有买方群体中的受偿人（若卖方是赔偿人）所遭受的损害总额超过贰拾伍万美元（\$250,000）。

(e) In no event shall Sellers' aggregate indemnity obligations under Article X exceed twenty-five percent (25.0%) of the portion of the Purchase Price actually paid in cash to the Sellers. All indemnity obligations of the Sellers pursuant to this Article X shall be satisfied only by a dollar-for-dollar reduction of the maximum Contingent Payment amount then unpaid (regardless whether such Contingent Payment then has been earned by performance), and no other recourse shall be had to the Sellers, or either of them, with respect thereto.

卖方在第十条下的总赔偿义务在任何情况下不得超过向卖方支付的现金交易价格部分的 25%。卖方在第十条下的赔偿义务只能由之后未偿付的最高或有付款额作同等金额的减少（不

论此类或有付款是否已由履行而被支付)，并且卖方们，或其中任一卖方将没有任何其他方式来清偿其赔偿义务。

ARTICLE XI. MISCELLANEOUS

第十一条. 其他

Section 11.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Such counterparts may be delivered by facsimile, telecopy or other reproduction, including electronic PDF, and such execution shall be considered valid, binding and effective for all purposes.

Section 11.2 Notices. All notices and any other communications permitted or required under this Agreement must be in writing and will be effective (i) immediately upon delivery in person or by email, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, and, with respect to email, the email is also sent to the email address of the receiving party's attorney set forth below; or (ii) upon the earlier of actual delivery confirmed by executed receipt of the recipient or 24 hours after deposit (in time for next day delivery) with a commercial courier or delivery service for overnight delivery, provided delivery is made during regular business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth below, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this Section: 第 11.2 条 通知。本协议中的所有允许和要求的通知或通讯必须书面做出并生效 (i) 立即于亲自送达或电子邮件送达后，前提是在正常营业活动期间送达或者经送达人有合理理由相信由收件人雇佣的接收人告知收悉，电子邮件发送至下方的由接收方律师提供的邮件地址；或者 (ii) 于经送达人签署的收据实际送达日期或向快递服务支付隔夜送达押金 (为第二天及时送达) 后 24 小时 (前提是在正常营业活动期间送达或者经送达人有合理理由相信由收件人雇佣的接收人告知收悉) 两者较早者。任何通知可由任意一方律师为该方做出。所有通知必须适当地发送、送达给双方地址如下，或者其他任何一方后续将以本条规定方式做出的指定地址。

If to Sellers (or prior to Closing, to Target):

如发往卖方 (或在交割前给目标公司) :

Leone Holdings Ltd

c/o Brian D. Kilb
Eisner & Jaffe, P.C.

9601 Wilshire Boulevard, Suite 700
Beverly Hills, California 90210

Telephone: (310) 855-3249
email : Bkilb@eisnerlaw.com

Minuit Holdings Ltd

c/o Brian D. Kilb
Eisner & Jaffe, P.C.
9601 Wilshire Boulevard , Suite700
Beverly Hills, California 90210
Telephone: (310) 855-3249
email : Bkilb@eisnerlaw.com

and with a copy to:

附一份复印件至 :

Brian D. Kilb
Eisner & Jaffe, P.C.
9601 Wilshire Boulevard , Suite700
Beverly Hills, California 90210
Telephone: (310) 855-3249
email : Bkilb@eisnerlaw.com

If to Purchaser:

如发往买方 :

Wotaiji Capital Management L.P.

c/o Zhong Lun Law Firm LLP
Attn: Ling Xiao
4322 Wilshire Blvd Suite 200,
Los Angeles, CA 90010, USA
Telephone: +1(323)930-5690
Facsimile: +1(323)930-5693
Email: xiaoling@zhonglun.com

With a copy to:

BAK

附一份复印件至：

Zhong Lun Law Firm LLP
Attn: Ling Xiao
4322 Wilshire Boulevard Suite 200,
Los Angeles, CA 90010
Telephone: (323) 930-5690
Facsimile: (323) 930-5693
Email: xiaoling@zhonglun.com

Section 11.3 Expenses 第 11.3 条 开支

Except as otherwise provided in this Agreement, all expenses incurred by Sellers in connection with or related to the authorization, preparation or execution of this Agreement, and the Exhibits and Schedules hereto and thereto, and all other matters related to the Closing, including without limitation, all fees and expenses of counsel, accountants and financial advisers employed by Sellers, shall be borne solely and entirely by Sellers, and all such expenses incurred by Purchaser shall be borne solely and entirely by Purchaser.

除非本协议另行规定，所有因本协议和附件、附表的授权、准备、签署产生的费用和其他关于交割的事项，包括但不限于所有卖方雇佣的律师、会计、财务顾问开销应当单独并完全由卖方承担，所有由买方产生的这些费用单独并完全由买方承担。

Section 11.4 Governing Law 第 11.4 条 管辖法

The construction and enforcement of this Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws that would direct the application of the laws of another jurisdiction.

本协议的成立和履行及双方法律关系应当由加利福尼亚州法律管辖并解释，不论根据冲突法准则是否可能会选择使用其他管辖地法律。

Section 11.5 Dispute Settlement 第 11.5 条 争议解决

In the event of any dispute, claim or controversy arising out of or in connection with this Agreement (a "Dispute"), the Parties shall first attempt to settle such Dispute amicably. If no such amicable settlement can be reached within thirty (30) days after a Party's notice to the other Parties of the Dispute, any Party shall have the right to submit the Dispute for resolution before the International Centre for Dispute, a

division of the American Arbitration Association (“AAA”), in accordance with its International Arbitration Rules in force at the date hereof. The Parties agree that the Dispute will be conducted in English. The arbitration tribunal shall consist of one (1) neutral arbitrator, unless the claim amount exceeds five million dollars, in which case either party may elect to have the dispute heard by a panel of three arbitrators. Except as may be required by law, neither a Party nor its representatives may disclose the existence, contents, or results of any arbitration hereunder without the prior written consent of all Parties. The place of the arbitration shall be Los Angeles, California.

第11.5条 争议解决。如有任何争议、索赔或者因本协议产生的任何纠纷（以下称“争议”），双方应当首先尝试友好解决该争议。如果收到一方通知存在争议后三十（30）日内后仍未达成友好和解协议，任何一方均有权将争议提交至解决争议的国际中心，其为美国仲裁协会（以下称“AAA”）的国际业务部，并根据此期间有效的国际仲裁规则解决争议。双方同意以英文进行争议解决。仲裁庭通常应当由一（1）名中立仲裁员组成，除非争议金额超过五百万美元，在这种情况下，任何一方可以选择由三名仲裁员组成的仲裁庭裁定此案。除非法律有相关要求，任何一方或其代表不得在未取得对方书面同意的情况下透露任何仲裁的存在、内容或结果。仲裁地点应为加利福尼亚州洛杉矶市。

(a) The fees and expenses of the arbitrating entity incurred in connection with the arbitration, reasonable attorney’s fee and other reasonable related expenses shall be borne by the losing Party unless otherwise determined by the arbitrating tribunal.

仲裁费用、开销和合理的律师费用和其他合理相关费用应当由败诉方承担，仲裁庭有其他裁决除外。

(b) The award rendered in any arbitration shall be final and conclusive and judgment may be entered in any court having jurisdiction for its enforcement. The arbitral proceedings and any arbitral award shall be kept confidential by the Parties.

仲裁中的裁决应是终局的、确定的并且可由任何对仲裁结果执行有管辖权的法院做出判决。仲裁程序和仲裁裁决应当由双方保密。

(c) During arbitration, except for the matter or matters under arbitration, the Parties shall continue their performance of this Agreement without prejudice to a final adjustment of such obligations in accordance with an award rendered in an arbitration settling such Dispute.

仲裁进行阶段，除了仲裁事项，双方应当继续无损根据仲裁结果最终调整的义务继续履行协议其他条款。

(d) Notwithstanding the foregoing, each Party hereby consents to and agrees that, in addition to any recourse to arbitration as set out above, any Party may seek an injunction or other equitable relief without the posting of a bond or other security, from a court, and in such event, the parties submit to

the sole and exclusive jurisdiction of the state and federal courts of the State of California, County of Los Angeles, Central District.

尽管如上所述，在此双方同意，除了诉诸上述仲裁解决争议外，任何一方无需提供保证金或者担保即可寻求法院的禁制令或者其他衡平法措施，在此情况下双方应当提交至有唯一且专属管辖权的加利福尼亚州洛杉矶县中心区联邦法院。

Section 11.6 Captions. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

Section 11.7 Waivers. Any failure by any Party to comply with any of its obligations, agreements or conditions herein contained may be waived by the Party to whom such compliance is owed by an instrument signed by the Party to whom compliance is owed and expressly identified as a waiver, but not in any other manner. No waiver of, or consent to a change in, any of the provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to a change in, other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. 第 11.7 条 权利放弃。 任何一方未履行此处义务、约定或条件可以由权利人签署书面文件明确表示放弃，该等放弃不得以其他方式做出。弃权或同意变更本协议任何条款都将不视为或将不构成此处（无论是否相似）对其他条款的弃权或变更，也不应当构成持续放弃，另有明确规定除外。

Section 11.8 Assignment. No Party shall assign or otherwise transfer all or any part of this Agreement, nor shall any Party delegate any of its rights or duties hereunder, without the prior written consent of the other Parties and any transfer or delegation made without such consent shall be void; *provided, however*, that Purchaser shall be permitted prior to Closing, without the prior consent of Sellers or Target, but with prior notice to Sellers and Target, to assign this Agreement in its entirety to an Affiliate of Purchaser that is controlled directly or indirectly by Anhui Xinke New Materials Stock Co. Ltd. (the "Designated Assignee"), *provided, however*, that the Designated Assignee agrees to assume all of Purchaser's obligations hereunder, and upon such assumption, the assignor shall continue to be obligated to the Sellers for the performance of the obligations of Purchaser hereunder until the Closing Date has occurred and all payments required to be made by Purchaser to Sellers in connection with the Closing indefeasibly have been made, and thereafter the assignor shall no longer be obligated to the Sellers for the performance of the obligations of Purchaser hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. 第 11.8 条 转让。 任一方不得转让本协议的全部或部分，也不得在没有事先取得他方书面同意的情况下，另行委托各自的权利或义务，且没有书面同意的转让和委托视为无效；如果，然而，在交割之前，买方应当被允许，在不取得事先书面同意，但事先通知卖方和目标公司的情况下，将本协议全部转让给买方的一个关联方，该关联方是由安徽鑫科材料股份有限公司直接或间接控制的公司（“指定受让人”）；如果，然而，指定的受让人同意承担买方所有如下义务，且基于这种承继，转让人相应地应当继续对卖方承担买方的履行义务直至交割日期到来和所有与交割相关的付款完成，在此之后转让人应当不再对卖方承担买方义务。受上述限制，本协议将对这些合同各方及其各自的受让方和承继方有约束力并适用于其收益。

Section 11.9 Entire Agreement. This Agreement and the documents to be executed hereunder and the Exhibits and Schedules attached hereto and thereto constitute the entire agreement among the Parties pertaining to the subject matter hereof as of the date of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. 第 11.9 条 完整协议。本协议、如下应签署的文件和所附附件和清单应当构成各方之间的于协议日期关于合同标的物的完整协议,并且替换所有各方之前关于合同标的物达成的口头或书面的协议、理解、谈判和商讨。

Section 11.10 Amendment. This Agreement may be amended or modified only by an agreement in writing signed by Sellers and Purchaser and expressly identified as an amendment or modification. 第 11.10 条 补充协议。本协议只能由卖方和买方签署的明确标明为补充协议或更改书的书面协议变更或更改。

Section 11.11 References 第 11.11 条 引用

In this Agreement:

在本协议中：

- (a) References to any gender includes a reference to all other genders;
引用任一性别包括对其它性别的引用；
- (b) References to the singular includes the plural, and vice versa;
引用单数包括对复数的引用，反之亦然；
- (c) Reference to any Article or Section means an Article or Section of this Agreement;
引用任何条款或章节意为本协议中的一项条款或章节；
- (d) Reference to any Exhibit or Schedule means an Exhibit or Schedule to this Agreement, all of which are incorporated into and made a part of this Agreement;
引用任何附件或清单意为本协议所附的一项附件或清单，所有附件与清单都被纳为本协议中成为协议的一部分；
- (e) Unless expressly provided to the contrary, “hereunder”, “hereof”, “herein” and words of similar import are references to this Agreement as a whole and not any particular Section or other provision of this Agreement;
除非有明确的相反规定，“如下”、“在此”、“于此”和其他拥有类似含义的文字均指以本协议作为一个整体作为参考，而不是本协议中的任何特定部分或条款；
- (f) References to “\$” or “dollars” means United States dollars; and
引用“\$”或“美元”意为美国货币；和

(g) “Include” and “including” shall mean include or including without limiting the generality of the description preceding such term.

“包含”和“包括”应当意为没有对在这些词汇之前的普遍性描述进行限制的包含或包括。

(h) All reference to “Sellers” herein shall be read to mean each of SPV2 and SPV3.

引用“卖方”应当意为 SPV2 和 SPV3。

Section 11.12 Construction. Purchaser is capable of making such investigation, inspection, review and evaluation of the Assets as a prudent purchaser would deem appropriate under the circumstances, including with respect to all matters relating to the Targeted Assets, their value, operation and suitability. Each of Sellers and Purchaser has had the opportunity to exercise business discretion in relation to the negotiation of the details of the transaction contemplated hereby. This Agreement is the result of arm’s-length negotiations from equal bargaining positions. It is expressly agreed that this Agreement shall not be construed against any Party, and no consideration shall be given or presumption made, on the basis of who drafted this Agreement or any particular provision thereof.第 11.12 条 解释。

买方有能力对资产进行适格买家在同等情况下认为合适的调查、检验、检查和评估，包括关于目标资产的所有方面、价值、运营和适合性的调查。买卖双方均已有机会在对拟进行的交易细节谈判中进行商业判断。本协议是在平等地位基础上以公平对等的谈判而达成的结果。双方已明确同意本协议将不会以不利于任一方的角度以解读，且不当以任一方起草协议或某特定条款为基础而做出特殊考虑或假设。

Section 11.13 Limitation on Damages. Notwithstanding anything to the contrary contained herein, none of Target, Purchaser, Sellers or any of their respective Affiliates shall be entitled to consequential, remote, indirect, speculative, special or punitive damages in connection with this Agreement and the transactions contemplated hereby (other than consequential, remote, indirect, speculative, special or punitive damages suffered by third Persons for which responsibility is allocated between the Parties) and each of Purchaser and Sellers, for itself and on behalf of its Affiliates, hereby expressly waives any right to consequential, special or punitive damages in connection with this Agreement and the transactions contemplated hereby (other than consequential, special or punitive damages suffered by third Persons for which responsibility is allocated between the Parties).第 11.13 条 赔偿限制。不论协议中是否包含相反的内容，目标公司、买方、卖方或他们各自的关联方无权获得与本协议和拟进行的交易相关的间接损害赔偿、关系细微的损害赔偿、非直接损害赔偿、投机性赔偿、特殊损害赔偿、惩罚性赔偿（第三方遭受的，由各方分担的间接损害赔偿、关系细微的损害赔偿、非直接损害赔偿、投机性赔偿、特殊损害赔偿、惩罚性赔偿除外）。买卖双方在此代表其自身和关联公司，明确放弃与本协议和拟进行的交易相关的间接损害、特殊损害或惩罚性赔偿的权利（第三方遭受的，由各方分担的间接损害赔偿、特殊损害或惩罚性赔偿除外）。

Section 11.14 Sellers’ Liability; Remedies; Specific Performance. Sellers hereby agree to be jointly and severally liable for all of Sellers’ obligations and liabilities arising hereunder. The Parties agree

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that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions without the necessity of posting any bond or other security in order to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which the Parties are entitled at Law or in equity.

第 11.14 条 卖方责任；赔偿；强制履行。卖方在此同意对卖方在本协议下产生的所有义务和责任承担连带责任。各方同意不可挽回的损害将在协议任何条款无法按照各自特定内容履行或以其他方式违约的情况下发生。据此，各方同意任一方将有权申请一份或多份禁止令而不必提供任何保证金或担保以防止违约，且可以在美国或有管辖权的任何法院要求明确执行本协议的条款。这是各方在法律或衡平法所享有的赔偿措施之外的赔偿途径。

Section 11.15 Language. This Agreement is written in English, and the English language iteration of this Agreement shall in all events control construction hereof. The Chinese language translation is provided for the convenience of the Purchaser only and shall have no binding effect whatsoever and shall in no event be utilized to construe the meaning of any provision in this Agreement.

第 11.15 条 语言。本协议以英文起草，且本协议的解读应当由英文文本全方面控制。中文翻译仅为买方提供便利，并且将不会产生任何约束力也不得用于解读本协议中的任何条款。

Section 11.16 Confidentiality. From time to time, both before and after execution and delivery of this Agreement, and with respect to the due diligence conducted by Purchaser and its Affiliates and Representatives and the negotiation and drafting of this Agreement and the other Transaction Documents, either Purchaser or Sellers, itself or by or through its Affiliates or Representatives (as the "Disclosing Party") may have disclosed or made available to the other party (as the "Receiving Party"), and after execution and delivery of this Agreement and prior to Closing the Disclosing Party may disclose or make available to the Receiving Party, information about its (and with respect to Sellers, Target's and the Target Companies' and Affiliates') past, present and future business affairs, finances, products, services, organizational structure, equity holders, investors, lenders, employees, consultants, advisors, internal practices, forecasts, investments, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement; provided such party shall be bound by this confidentiality provision. The Receiving Party shall be responsible for any breach of this Section 11.16 caused by any of its Representatives. The Receiving Party shall not make copies of any written Confidential Information except as agreed upon in writing by the Disclosing Party in each instance. At any time, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its Representatives to promptly return, to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential

Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) without the posting of a bond or any other security against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section 11.16 and to secure its enforcement. The term "Representative" means, with respect to Purchaser and Sellers, their respective Affiliates, employees, intermediaries, officers, directors, partners, equity holders, agents, attorneys, accountants or advisors.

第11.16条 保密。在本协议签署和递交之前或之后，时而会因买方、其关联方及其代表所进行的尽职调查和对本协议或其他交易文件的起草和谈判，而使买方或卖方本身或其关联方和代表（统称为“披露方”）已向对方（“接收方”）披露或提供了一些保密信息，或在本协议的签署和递交之后和交割之前，披露方可能会向接收方披露或提供一些保密信息。这些信息是关于其（卖方、目标公司、所有目标公司子公司和关联方的）过去、现在和未来的营业情况、财务、产品、服务、组织结构、持股人、投资人、债权人、员工、顾问、指导、内部实践、预告、投资、保密的知识产权、商业秘密、第三方保密信息、其他敏感或专有的信息，不论这些信息是书面或口头、电子版或其他形式、是否标注、是否指定或被认定为“保密的”，这些信息统称为“保密信息”。接收方应当：（A）至少按照保护自身保密信息的相同程度来保护披露方保密信息的保密性，但在任何情况下不得以低于商业合理程度；（B）不得使用披露方的保密信息，或允许他人将保密信息用于除行使本协议的权利或履行本协议义务之外的其他目的；（C）不得向任何人或组织披露保密信息，向需要利用这些信息来帮助接收方或其自身行使本协议的权利或履行本协议义务的接收方的代表披露除外，前提是保密性条款对该方具有约束力。接收方应当对其代表违反第11.16条的约定而负责。接收方不得对任何书面保密协议进行复制，除非得到披露方对于每次复制的书面同意。一旦披露方书面要求，接收方必须立刻返还，且必须要求其代表立刻返还，无论是以书面、电子版或其他格式存在的所有保密信息的复制品，或者销毁所有这些复制品并书面向披露方保证这些保密信息已被销毁。除所有法律提供的赔偿方式，披露方可以在不需要提供任何保证金或担保的情况下要求接收方做出衡平法上的赔偿（包括禁止性赔偿）以防止第11.16条的违约或潜在违约和保证其执行。“代表”一词意为，对于买方和卖方、其各自关联方、员工、中间方、职员、董事、合伙人、持股人、代理、律师、会计或顾问。

Section 11.17 Attorney-Client Privileges; Conflict of Interest Waiver. Purchaser hereby acknowledges and agrees that any and all attorney-client privileges to which Target and/or any Target Company is entitled with respect to any and all communications with, by or to Target or any Target Company with, to or from, or advice of, legal counsel prior to the Closing Date shall continue in effect but only for the benefit of Sellers and holders of Equity Interests in Sellers, which shall be entitled to assert any and all such privileges with respect to any such communication and/or advice, and, after the Closing Date, neither Purchaser, Target nor any Target Company shall be entitled to assert any such privilege with respect to any such communication or advice occurring or rendered on or prior to the Closing Date and shall have no right of access to any such communication or advice. Purchaser, Target and each Target Company hereby irrevocably waives any conflict of interest that does or might exist that would prohibit or restrict any attorney or firm of attorneys who or which provided legal representation to Target or any Target Company prior to the Closing Date from representing Sellers and/or holders of Equity Interests in Sellers in matters

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adverse to Purchaser, Target or any Target Company (including matters relating to or arising out of this Agreement or the transactions contemplated hereby), and Purchaser, Target and each Target Company hereby irrevocably consent to such attorneys or firms of attorneys providing such legal representation to Sellers and/or holders of Equity Interests in Sellers.

第 11.17 条 律师——客户保密特权；对利益冲突的弃权。买方在此表明并同意对于交割日之前标的或目标公司所享有的其与法律顾问之间所涉及、取得的沟通、建议或意见的律师——客户保密特权将持续有效，但有效范围仅限于对卖方和卖方股权所有人有利，卖方和卖方股权所有人将有权主张任何此类沟通和意见的保密特权。在交割日之后，买方、标的或目标公司将无权针对交割之前发生的沟通或建议主张此类保密特权，也无权得知这些沟通或建议。买方、标的和目标公司在此彻底放弃任何存在或可能的，将限制或阻止交割之前代表过标的或目标公司的律师或律所在不利于买方、标的或目标公司的事项中（包括与本协议或拟进行的交易相关或由此产生的事项）代表卖方和 / 或卖方股权持有人的利益冲突。买方、标的和各目标公司在此完全同意此类律师或律所向卖方和 / 或卖方股权持有人提供法律代理。

Section 11.18 The Parties acknowledge and agree that, for all reporting and other purposes, the Purchase Price shall be allocated to the purchase of each of the Target Company Assets as the Parties agree at least ten (10) business days prior to the Closing Date. The Purchase Price allocated to each of the Target Company Assets shall be conclusive and binding upon Purchaser and Sellers for all purposes, and the Parties agree that all returns and reports and all financial statements shall be prepared in a manner consistent with (and the Parties shall not otherwise file a Tax Return position inconsistent with) such allocation unless required by the Internal Revenue Service or any other applicable Governmental Entity. In the event of adjustment to the Purchase Price, any such adjustment shall be allocated to the purchase of each of the Target Company Assets in the same relative proportion that the Purchase Price was allocated among the Target Company Assets as set forth above.

第 11.18 条 各方知晓并同意，为了报告和其他目的，交易价格必须分配到交易价格补充条款清单 11.18 中所列每一项目标公司资产的购买。分配给各个目标公司资产的交易价格必须是最终的且对买卖双方具有全面约束力。除非国税局或者其他可适用的政府部门要求，各方同意所有准备的申报表，报告，财务报表必须和这些分配保持一致（当事人不能申报不一致的税务报表）。在交易价格调整的情况下，任何此类调整都必须以和上文所述的目标公司资产交易价格分配相同的相对比例对每一项目标公司资产的购买进行调整。

[Signatures follow on next page]

【签字见下页】

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IN WITNESS WHEREOF, this Agreement has been signed as of the date first written above by each of the Parties to be effective as provided herein.

以兹证明，本协议由各方于上述首次写明的年份与日期签署本协议。

SELLERS 卖方

Leone Holdings Ltd

By 签字人：

Its 职务：

Minuit Holdings Ltd

By:

Name 签字人：

Its 职务：

PURCHASER 买方

Wotaiji Capital Management L.P. 沃太極資本管理 (有限合夥) 公司

By:

Name 签字人：

Its 职务：

TARGET 目标公司

Midnight Investments L.P.

By:

NameBy 签字人：