

28 JUNE 2024

UNITED STRENGTH HONOR LIMITED

as Vendor

and

REDPINE ELITE LIMITED

as Purchaser

SALE AND PURCHASE AGREEMENT

relating to the sale and purchase
of 5,060,000 class A ordinary shares and 2,530,000 listed warrants of
TECHSTAR ACQUISITION CORPORATION

This Sale and Purchase Agreement (this “**Agreement**”) is dated 28 June 2024 and entered into:

BETWEEN:

- (1) **UNITED STRENGTH HONOR LIMITED**, a company incorporated in the British Virgin Islands having its registered office address at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Vendor**”); and
- (2) **REDPINE ELITE LIMITED**, a company incorporated in the British Virgin Islands having its registered office address at 2/F, Palm Grove House, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (the “**Purchaser**”).

(The Vendor and the Purchaser are collectively referred to as the “**Parties**”, each a “**Party**”).

WHEREAS:

- A. TECHSTAR ACQUISITION CORPORATION (the “**Company**”) was incorporated in the Cayman Islands as an exempted company with limited liability. The Company is a SPAC (as defined below). The issued Class A Shares (as defined below) and the Listed Warrants (as defined below) are listed and traded on the Stock Exchange (as defined below) under stock codes 7855.HK and 4855.HK respectively.
- B. The Vendor is the legal and beneficial owner of the Sale Shares (as defined below) and the Sale Warrants (as defined below).
- C. The Purchaser is a wholly-owned subsidiary of GOLDSTREAM INVESTMENT LIMITED 金涌投資有限公司, a company incorporated in the Cayman Islands and the ordinary shares of which are listed and traded on the Stock Exchange under stock code 1328.HK (“**Goldstream**”).
- D. The Vendor wishes to sell, and the Purchaser wishes to purchase, the Sale Shares and the Sale Warrants upon the terms and conditions of this Agreement.

NOW THEREFORE IN CONSIDERATION OF the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them below:

“Affiliate”	means, in relation to a body corporate, a company or entity that directly or indirectly controls that body corporate and/or a company or entity which is directly or indirectly controlled by that body corporate and/or a company or entity which is directly or indirectly controlled by a company or any entity which directly or indirectly controls that body corporate. A company or entity shall be deemed to be controlled by another company or entity if the other company or entity owns
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	directly or indirectly such number of shares in that company or entity carrying more than fifty percent (50%) of any one or more of the voting rights, income on any distribution made by or assets on a winding-up of the former;
“Applicable Laws”	means, with respect to any person or matter, all applicable laws (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, government policy, regulation, practice direction, order, injunction, judgment, decree, ruling or other similar requirement of or enacted, adopted, promulgated or applied by a Governmental Authority, that is binding upon or applicable to such person or matter, as amended from time to time unless expressly specified otherwise;
“Business Day”	means a day (not being a Saturday, Sunday, public holiday in Hong Kong or any day on which a tropical cyclone warning no. 8 or above, a “black” rainstorm warning or “extreme conditions” announced by the Government of Hong Kong is in force in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) when banks generally are open in Hong Kong for the transaction of general banking business;
“CCASS”	means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited;
“Class A Shares”	means the class A ordinary shares in the share capital of the Company with a par value of HK\$0.0001 each;
“Completion”	means the completion of the sale and purchase of the Sale Shares and the Sale Warrants in accordance with Clause 5;
“Completion Date”	means the third (3rd) Business Day immediately after the date of satisfaction (or waiver, as applicable) of all conditions precedent as set out in Clause 4.1 (or such other date as the Parties may agree in writing);
“De-SPAC Transaction”	an acquisition of, or a business combination with, a target by the Company that results in the listing of a successor company;
“Encumbrance”	means any interest or equity of any person (including, without limitation, any right to acquire, option or right of pre-emption) and any charge, mortgage, security interest, pledge, lien (including retention of title claims), assignment, power of sale or hypothecation and any rental, hire purchase, creditor, conditional sale or other agreement for payment on deferred terms or any other

third party right or encumbrance of any nature whatsoever (whether or not perfected) and the term “**encumber**” shall be construed accordingly;

“Governmental Authority”

means any ministry, bureau, department or agency of any government (whether supranational, national or local), including any entity or enterprise owned or controlled by a government, or a public international organization; any court or arbitral tribunal; any statutory or public authority or any body exercising similar functions in Hong Kong or British Virgin Islands or Cayman Islands; and the governing body of any securities exchange or regulatory body in Hong Kong or British Virgin Islands or Cayman Islands, in each case having competent jurisdiction (including but not limited to the Inland Revenue Department);

“Force Majeure Event”

means to any circumstance not within a Party’s reasonable control including, without limitation, fire, explosion, outbreaks of diseases or epidemics, acts of God, strikes or labor disputes, acts of war or other civil commotion, or any legal requirements, orders, or demands from government agencies or other authorities;

“HKIAC”

means the Hong Kong International Arbitration Centre;

“HK\$”

means the lawful currency of Hong Kong;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Listed Warrants”

means the warrants issued by the Company to subscribers of Class A Shares, whereby each Listed Warrant is exercisable for one Class A Share on which the Company completes a De-SPAC transaction;

“Listing Rules”

means the Rules Governing the Listing of Securities on the Stock Exchange;

“Long Stop Date”

means the date falling on the expiration of six (6) months from the date of this Agreement (or such other later date as the Parties may agree in writing);

“Professional Investor”

has the definition ascribed to it in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“Purchaser’s Warranties”

means the representations and warranties given by the Purchaser pursuant to Clause 6.2 and set out in Schedule 2;

“Sale Shares”	means 5,060,000 Class A Shares legally and beneficially owned by the Vendor to be sold to the Purchaser under this Agreement, representing approximately 5.05% of the total issued Class A Shares as at the date of this Agreement;
“Sale Warrants”	means 2,530,000 Listed Warrants legally and beneficially owned by the Vendor to be sold to the Purchaser under this Agreement, representing approximately 5.05% of the total issued Listed Warrants as at the date of this Agreement;
“SFC”	means the Securities and Futures Commission of Hong Kong;
“SPAC”	means a special purpose acquisition company;
“SPAC Exchange Participant”	means any Exchange Participant (being a person who may trade on or through the Stock Exchange and whose name is entered in a list, register or roll kept by the Stock Exchange as a person who may trade on or through the Stock Exchange) accepted by the Stock Exchange to conduct trading of SPAC shares and SPAC warrants in Hong Kong and whose name is entered in the Stock Exchange’s “List of Approved SPAC Exchange Participants”;
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited;
“Surviving Provisions”	means Clauses 1 (<i>Definitions and Interpretation</i>), 4.3, 7 (<i>Confidentiality</i>), 8 (<i>Costs</i>), 9 (<i>Notices</i>), 10 (<i>General</i>) and 11 (<i>Governing Law and Arbitration</i>);
“Tax”	means all forms of tax whether direct or indirect and whether levied by reference to income, profits, gains, asset values or other reference and statutory, governmental or state impositions, duties, contributions, rates and levies, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and all penalties, charges, costs and interest relating thereto;
“Vendor’s Warranties”	means the representations and warranties given by the Vendor pursuant to Clause 6.1 and set out in Schedule 1; and
“US\$”	means the lawful currency of the United States of America.

1.2 Construction of certain references

In this Agreement where the context admits:

- 1.2.1 any reference to a party includes their respective successors and permitted assigns;
- 1.2.2 any reference to the singular shall include the plural and vice-versa and any references to the masculine, the feminine and the neuter shall include each other;
- 1.2.3 any references to “**persons**” shall include individuals, bodies corporate (wherever incorporated), unincorporated associations, joint venture, trust, all forms of governmental body or authority, or any association or partnership (whether or not having a separate legal personality) of two or more of the foregoing;
- 1.2.4 any references to “**writing**” or “**written**” shall include any methods of producing or reproducing words in a legible and non-transitory form;
- 1.2.5 headings to clauses, parts and paragraphs hereof and of schedules or attachments hereto are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.6 any reference to Recitals, Clauses, Schedules or Paragraphs is a reference to the recitals and clauses of, the schedules to, and the paragraphs of the schedules of, this Agreement;
- 1.2.7 the Recitals and Schedules form part of this Agreement and shall be construed as part thereof and shall have the same full force and effect as if expressly set out in the main body of this Agreement;
- 1.2.8 any reference to a time of a day is to Hong Kong time;
- 1.2.9 the rule known as the *ejusdem generis* rule shall not apply. Accordingly general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed by particular examples intended to fall within the meaning of the general words;
- 1.2.10 references herein to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their applications are modified by other provisions (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification);
- 1.2.11 any reference to this Agreement or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as it may have been, or may be, amended, varied, novated or supplemented; and

1.2.12 This Agreement may not be construed adversely to a Party only because that Party was responsible for preparing it.

2. AGREEMENT TO SELL AND PURCHASE THE SALE SHARES AND THE SALE WARRANTS

- 2.1 Subject to the terms and conditions of this Agreement, the Vendor as legal and beneficial owner agrees to sell, and the Purchaser agrees to purchase, the Sale Shares and the Sale Warrants free from all Encumbrances and together with all rights now and hereafter attaching thereto including, without limitation, the right to receive all distributions, interests incurred in the Company's escrow account which holds gross proceeds from the Company's issuance of Class A Shares and Listed Warrants, dividends, proceeds of redemption or any return of capital declared, paid or made on or after the Completion Date.
- 2.2 The Parties shall not be obliged to complete the sale and purchase of any of the Sale Shares or the Sale Warrants unless the sale and purchase of all the Sale Shares and all the Sale Warrants is completed simultaneously.

3. CONSIDERATION

- 3.1 The purchase prices for the Sale Shares and the Sale Warrants shall be US\$6,877,000 (the "**Consideration**") which shall be payable by the Purchaser to the Vendor at Completion in the manner set out in Clause 3.2.
- 3.2 The Consideration shall be paid by the Purchaser to the Vendor by delivering cashier order(s) or telegraphic transfer of immediately available funds to the following bank account designated by the Vendor, or in such other manner as agreed by the Parties.

Beneficiary Bank Name	:	Citibank N.A Hong Kong
Beneficiary swift code	:	CITIHKHX
Beneficiary account number	:	1064259012
Beneficiary bank address	:	Citibank Tower, Citibank Plaza, 3 Garden Road, Central, Hong Kong
Beneficiary account name	:	UNITED STRENGTH HONOR LIMITED
Beneficiary address	:	Suites 7006-7011, 70/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

4. CONDITIONS PRECEDENT

- 4.1 Completion of this Agreement is conditional in all respects upon fulfilment of the following matters:
- 4.1.1 up to the Completion Date, the Class A Shares and the Listed Warrants remaining listed and traded on the Stock Exchange, and no notification

- or indication being received from the Stock Exchange or the SFC prior to Completion that the listing of the Class A Shares and the Listed Warrants on the Stock Exchange will or may be, for whatever reason, withdrawn or suspended for more than five (5) consecutive Business Days (excluding any suspension for the purpose of obtaining clearance from the SFC or the Stock Exchange for the joint announcement relating to any De-SPAC Transaction);
- 4.1.2 the passing by the independent shareholders of Goldstream at an extraordinary general meeting of Goldstream the resolution to approve the transactions contemplated under this Agreement in accordance with the Listing Rules;
 - 4.1.3 the Purchaser (or its nominee) having maintained a securities account with a SPAC Exchange Participant which has confirmed that the Purchaser (or its nominee (as the case may be)) is a Professional Investor and is eligible to buy and sell securities of SPACs;
 - 4.1.4 as of the Completion Date, the Vendor's Warranties having remained true and accurate in all material aspects and not misleading in any respect as of the Completion Date by reference to the facts and circumstances subsisting as at the Completion Date;
 - 4.1.5 the Vendor having performed and complied in all respects with all covenants, agreements and obligations contained in this Agreement that are required to be performed or complied with by it on or before Completion; and
 - 4.1.6 as of the Completion Date, the Purchaser's Warranties having remained true and accurate in all material aspects and not misleading in any respect as of the Completion Date by reference to the facts and circumstances subsisting as at the Completion Date.
- 4.2 The Vendor shall use its best endeavours to procure the fulfilment of the condition precedent set out in Clauses 4.1.4 and 4.1.5 as soon as practicable and in any event before the Long Stop Date. The Purchaser shall use its best endeavours to procure the fulfilment of the conditions precedent set out in Clauses 4.1.2, 4.1.3 and 4.1.6 as soon as practicable and in any event before the Long Stop Date. The Purchaser may in its sole and absolute discretion, at any time by notice in writing to the Vendor, waive in whole or in part and conditionally or unconditionally any of the conditions set out in Clause 4.1 (except for Clauses 4.1.2, 4.1.3 and 4.1.6 which may not be waived by the Purchaser). The Vendor may in its sole and absolute discretion, at any time by notice in writing to the Purchaser, in whole or in part and conditionally or unconditionally, waive the condition set out in Clause 4.1.6.
- 4.3 If the foregoing conditions precedent have not been satisfied or waived (if applicable) on or before the Long Stop Date, the Parties may mutually agree in writing to:
- 4.3.1 effect Completion so far as practicable having regard to the defaults which have occurred;

- 4.3.2 fix a new date for Completion; or
- 4.3.3 elect to terminate this Agreement, whereupon all rights and obligations of the Parties shall cease to have effect, provided however that (a) the Surviving Provisions shall continue in force following the termination of this Agreement; and (b) the termination of this Agreement shall be without prejudice to the rights and liabilities of each Party accrued prior to such termination.

5. COMPLETION

- 5.1 Subject to the satisfaction of the conditions precedents set out in Clause 4.1, Completion shall take place on the Completion Date between 9:30 a.m. and 3:00 p.m. at Suite 7008, 70th Floor, Two International Finance Centre, 8 Finance Street, Central Hong Kong or at such other time as may be agreed by the Parties (time in either case being of the essence).
- 5.2 Notwithstanding anything herein provided, if the date fixed for Completion shall fall on a day on which a tropical cyclone warning no. 8 or above, a “black” rainstorm warning or “extreme conditions” announced by the Government of Hong Kong is in force in Hong Kong at any time between 9:00 a.m. to 12:00 noon time, such date for Completion (including the date for payment) shall automatically be postponed to the next Business Day.
- 5.3 On Completion, the Vendor shall deliver or procure the delivery to the Purchaser of the following:
 - 5.3.1 the Vendor shall procure that its SPAC Exchange Participant inputs irrevocable delivery versus payment instructions in CCASS to deliver the Sale Shares and the Sale Warrants on or before 10 a.m. on the Completion Date in accordance with this Agreement and the General Rules and the Operational Procedures of CCASS to the CCASS securities account(s) of the SPAC Exchange Participant of the Purchaser or its nominee as provided to the Vendor by the Purchaser before the Completion Date (the “**Purchaser CCASS Securities Account(s)**”);
 - 5.3.2 copy, certified as true and complete by a director of the Vendor, of resolutions of the Vendor’s board of directors approving (i) this Agreement and its execution and performance by the Vendor and (ii) the sale of the Sale Shares and Sale Warrants as provided for in this Agreement and the transactions hereunder contemplated; and
 - 5.3.3 the instrument of transfer and sold notes in respect of the Sale Shares, duly executed by the Vendor in favour of the Purchaser or its nominee and evidence to the Purchaser’s satisfaction that such documents have been executed and instructions provided by the Vendor as may be required to effect the transfer of the Sale Shares to the Purchaser CCASS Securities Account(s); and such other documents as may be required to give a good and effective transfer of title to the Sale Shares and the Sale Warrants to the Purchaser or its nominee and to enable the Purchaser or its nominee to become the registered and beneficial holder thereof free from all Encumbrances in accordance with Clause 2.

- 5.4 On Completion, the Purchaser shall pay, or cause to pay the Consideration to the Vendor as provided in Clause 3 and shall deliver or procure the delivery to the Vendor of the following:
- 5.4.1 copy, certified as true and complete by a director of the Purchaser, of resolutions of the Purchaser's board of directors approving (i) this Agreement and its execution and performance by the Purchaser and (ii) the purchase of the Sale Shares and Sale Warrants as provided for in this Agreement and the transactions hereunder contemplated;
 - 5.4.2 copy, certified as true and complete by a director of Goldstream, of resolutions of Goldstream's members approving the Purchaser's purchase of the Sale Shares and Sale Warrants as provided for in this Agreement and the transactions hereunder contemplated; and
 - 5.4.3 evidence satisfactory to the Vendor showing payment of the Consideration.

6. REPRESENTATIONS, WARRANTIES AND VENDOR'S LIABILITY

6.1 Vendor's Warranties and Undertakings

- 6.1.1 The Vendor represents, warrants and undertakes to and with the Purchaser that:
 - (a) each of the Vendor's Warranties is true and accurate and not misleading in any material respect as at the date of this Agreement; and
 - (b) each of the Vendor's Warranties shall be true and accurate and not misleading in any material respect as at Completion as if they had been given again at Completion.
- 6.1.2 The Vendor acknowledges that the Purchaser has entered into this Agreement in reliance upon the Vendor's Warranties and has been induced by them to enter into this Agreement.
- 6.1.3 Each of the Vendor's Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Vendor's Warranty or any other term of this Agreement.
- 6.1.4 The Vendor shall not do, allow or procure any act or omission before Completion which would be reasonably likely to constitute a breach of any of the Vendor's Warranties if they were given at or any time prior to Completion or which would make any of the Vendor's Warranties untrue, inaccurate or misleading if they were so given.
- 6.1.5 The Vendor undertakes that it will from time to time and at any time, before Completion, disclose in writing to the Purchaser any event, fact or circumstance which becomes known to them after the date of this

Agreement and which is materially inconsistent with any of the Vendor's Warranties.

6.2 Purchaser's Warranties and Undertakings

6.2.1 The Purchaser represents, warrants and undertakes to and with the Vendor that:

- (a) each of the Purchaser's Warranties is true and accurate and not misleading in any respect as at the date of this Agreement; and
- (b) each of the Purchaser's Warranties shall be true and accurate and not misleading in any respect as at Completion as if they had been given again at Completion.

6.2.2 The Purchaser acknowledges that the Vendor has entered into this Agreement in reliance upon the Purchaser's Warranties and has been induced by them to enter into this Agreement.

6.2.3 Each of the Purchaser's Warranties shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to or inference from any other Purchaser's Warranty or any other term of this Agreement.

6.3 The Purchaser agrees and acknowledges that upon Completion taking place in accordance with this Agreement, the Vendor shall not assume or become liable or obligated in any way for, all Tax, debts, expenses, account payables, commitments, obligations, claims, suits and other liabilities relating to the Company after Completion (for the avoidance of doubt, such Tax, debts, expenses, account payable, commitments, obligations, claims, suits or liabilities shall include but not limited to those which are known or ought to be known to the Vendor prior to Completion or which should have incurred prior to Completion).

7. CONFIDENTIALITY

7.1 Each Party undertakes to the other Party that it shall treat as strictly confidential, and shall procure that its Affiliates and its and their respective directors, officers, employees and advisers treat as strictly confidential, all information (whether oral, graphic, written or in electronic form) which it receives or obtains as a result of entering into or performing this Agreement (the "**Confidential Information**"), including, without limitation:

- 7.1.1 information relating to the provisions and subject matter of this Agreement;
- 7.1.2 information relating to the existence of this Agreement and its purpose; and
- 7.1.3 information relating to the negotiations leading up to this Agreement, including any information relating to or in respect of any negotiations

and communications between the Parties after the date of this Agreement.

- 7.2 Each Party shall not, and shall procure that its Affiliates and its and their respective directors, officers, employees and advisers shall not, use for its own business purpose or disclose to any third party any Confidential Information without the prior written consent of the other Party.
- 7.3 None of the Parties shall make any public announcement or information concerning the transactions the terms of which are set out in this Agreement or the transactions or arrangements hereby contemplated or herein referred to or any ancillary matter hereto or thereto shall be made or released without the respective prior written consent of the other Party (which consents shall not be unreasonably withheld or delayed).
- 7.4 The restrictions contained in Clause 7.1 shall not apply so as to prohibit disclosure or use of any information if and to the extent:
 - 7.4.1 the disclosure or use is required by the Stock Exchange or the SFC or by laws, regulations or the Listing Rules to which any of the Parties or its Affiliates are subject;
 - 7.4.2 the disclosure is made by a Party to its Affiliates or to its or its Affiliates' directors, officers, employees and advisers for purposes relating to this Agreement on terms that such Affiliates or its or its Affiliates' directors, officers, employees and advisers undertake to comply with the provisions of Clause 7.1 in respect of such information as if they were a party to this Agreement;
 - 7.4.3 the information becomes publicly available (other than by a breach of this Agreement);
 - 7.4.4 the other Party has given prior written consent to the disclosure or use; or
 - 7.4.5 the disclosure or use is required for the purpose of any judicial or arbitration proceedings arising out of this Agreement,

provided always that prior to disclosure or use of any information pursuant to Clause 7.4.1, the Party concerned shall promptly notify the other Party of such requirement and shall consult with the other Party where feasible and give due consideration to their reasonable requirements before complying with such requirement.

8. COSTS

- 8.1 Subject to Clause 8.2, each Party shall bear its own costs in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including but not limited to legal costs, costs relating to the production of any document and the due diligence investigation, incurred in connection with the transaction contemplated herein. Any Tax, cost or governmental fees incurred in connection with the transaction contemplated

herein shall be borne by the relevant Party in accordance with the Applicable Laws and regulations. The Purchaser shall be responsible for their own the Stock Exchange trading fee, SFC transaction levy and Accounting and Financial Reporting Council transaction levy arising from the transfer of the Sale Shares and Sale Warrants, if any.

- 8.2 The stamp duty in connection with the sale and purchase of the Sale Shares and the Sale Warrants shall be borne as to 50% by the Vendor and as to 50% by the Purchaser.

9. BREACH OF CONTRACT

- 9.1 Except for the Force Majeure Event, if either Party breaches its obligations under this Agreement or any representation or warranty hereunder, it shall be liable for breach of contract to the non-breaching Party, and shall be liable for compensation if it causes any loss (whether directly or indirectly) to the non-breaching Party.
- 9.2 The defaulting Party shall, at the request of the non-defaulting Party, continue to perform its obligations and take remedial measures, and fully indemnify the non-defaulting Party for all losses and damages based on the breach or arising from such breach, and all related reasonable costs and expenses (including but not limited to reasonable legal costs and expenses), so that the non-defaulting Party does not suffer any loss.

10. LIMITATION OF VENDOR'S LIABILITY

- 10.1 The maximum total liability of the Vendor for all claims of the Purchaser under this Agreement shall not exceed the amount of the Consideration.
- 10.2 If the amount of any single claim by the Purchaser is less than one per cent (1%) of the Consideration, the Vendor shall not be liable for such claim.
- 10.3 If the total amount of all claims by the Purchaser is less than two per cent (2%) of the Consideration, the Vendor shall not be liable. If the total amount of all claims by the Purchaser exceeds two per cent (2%) of the Consideration, the Vendor shall only be liable for the portion exceeding such amount, and not the total claim amount.
- 10.4 The Purchaser may not make any claim against the Vendor unless:
- 10.4.1 the Purchaser notifies the Vendor in writing of the claim and its details within two (2) years from the Completion Date; and
 - 10.4.2 the Purchaser initiates and serves on the Vendor the legal proceedings regarding the claim within six (6) months after giving the written notice under Clause 10.4.1.
- 10.5 The Purchaser shall (and shall procure that any of its successors in title to):
- 10.5.1 immediately notify the Vendor in writing upon becoming aware of any claim or any matter that may give rise to or result in a claim, and

disclose to the Vendor all information and documents relating to such matter;

10.5.2 take such action as the Vendor may reasonably require to avoid, control, mitigate or resist any claim or any matter that may give rise to or result in a claim; and

10.5.3 not settle or compromise any claim or any matter that may give rise to or result in a claim without the Vendor's prior written consent.

10.6 Nothing in this Clause 10 shall limit or restrict the Purchaser's general legal obligation to mitigate any loss or damage that may be suffered as a result of any matter giving rise to a potential claim of the Purchaser under this Agreement.

11. NOTICES

11.1 Any notice, claim or demand in connection with this Agreement shall be made in writing (a "**Notice**") and shall be sufficiently given or served if delivered or sent to the following initial addresses and email addresses of each of the Parties:

In the case of the Vendor: Address: Suites 7006-7011, 70/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

Email: winglo@honymcapital.com

For the attention of: LO Hiu Wing

In the case of the Purchaser: Address: Suite 7008, 70F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong

Email: jackiegao@goldstreamfund.com

For the attention of: GAO Ziqi

11.2 Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received:

11.2.1 if sent by email, provided that the sending party has received a system message indicating successful transmission or has not received a system message within twenty-four (24) hours indicating failure of delivery or return of email;

11.2.2 if delivered personally or by courier, at the time of delivery, provided that such delivery or transmission occurs after 4 p.m. (local time) on a Business Day or on a day which is not a Business Day in the place of receipt, service shall be deemed to occur at 9 a.m. (local time) on the next following working Business Day in such place; and

11.2.3 if posted, if to an addressee within the same country, two (2) Business Days (or if to an addressee in a different country, five (5) Business Days, when it shall be sent airmail) after the envelope containing the notice was delivered into the custody of the postal authorities.

12. GENERAL

- 12.1 This Agreement shall be binding upon and enure for the benefit of the successors and permitted assigns of the Parties.
- 12.2 Subject to Clause 12.3, no Party may assign this Agreement or any of its rights and/or transfer any of its obligations under this Agreement to any third party without the prior written consent of the other Party.
- 12.3 Prior to Completion, the Purchaser may assign or transfer by novation all of its rights, interests and obligations under this Agreement to a wholly-owned Subsidiary of Goldstream.
- 12.4 This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any prior agreement relating to the same subject matter.
- 12.5 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties to this Agreement.
- 12.6 If at any time any provision in this Agreement is or becomes illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.
- 12.7 No failure to exercise, and no delay in exercising any right or remedy by either Party under this Agreement shall operate as a waiver of such right or remedy nor shall any single or partial exercise of any right or remedy preclude the exercise of any other right or remedy.
- 12.8 At any time after the date of this Agreement, each Party (at its own cost) shall, and shall use its best endeavours to procure (to the extent it is legally or contractually entitled to do so) that any necessary third party shall, execute such deeds and documents and do such acts and things as the other Party may reasonably require for giving full effect to this Agreement and securing to such Party the full benefit of all the provisions of this Agreement.
- 12.9 Time shall be of the essence of this Agreement, both as regards any dates, times and periods mentioned and as regards any dates, times and periods which may be substituted for them in accordance with this Agreement or by agreement in writing between the Parties.
- 12.10 This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart but the Agreement shall not be effective until each Party has executed at least one counterpart.

- 12.11 Unless expressly provided to the contrary in this Agreement, a person who is not Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement. The application of the Contracts (Rights of Third Parties) Ordinance and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of this Agreement is expressly excluded and no term of this Agreement is, or is intended to be, enforceable by any person not being a party to it, unless otherwise provided herein.

13. PROCESS AGENT

- 13.1 The Vendor hereby irrevocably appoints the following designated person to act as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment, notice or other legal process in Hong Kong. If for any reason the agent so cited (or its successor) no longer serves as its agent for this purpose or no longer has an address in Hong Kong, it shall promptly appoint a successor agent with an address in Hong Kong, and deliver a copy of the new process agent's acceptance of appointment to the other Party, provided that until such copy is received the agent named above (or its said successor) may still be treated as the process agent hereunder for the purpose of this Clause 13 and service on such agent named above (or its said successor) will continue to be valid service hereunder. The Vendor agrees that any legal process shall be sufficiently served if delivered to its process agent as appointed hereunder for service at the address mentioned herein or such other address as may have been notified by the agent to the Purchaser.

Agent for the Vendor: Hony Capital Limited

Suites 7006-7011, 70/F, Two International Finance
Centre, 8 Finance Street, Central, Hong Kong

- 13.2 The Purchaser hereby irrevocably appoints the following designated person to act as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment, notice or other legal process in Hong Kong. If for any reason the agent so cited (or its successor) no longer serves as its agent for this purpose or no longer has an address in Hong Kong, it shall promptly appoint a successor agent with an address in Hong Kong, and deliver a copy of the new process agent's acceptance of appointment to the other Party, provided that until such copy is received the agent named above (or its said successor) may still be treated as the process agent hereunder for the purpose of this Clause 13 and service on such agent named above (or its said successor) will continue to be valid service hereunder. The Purchaser agrees that any legal process shall be sufficiently served if delivered to its process agent as appointed hereunder for service at the address mentioned herein or such other address as may have been notified by the agent to the Vendor.

Agent for the Purchaser: Goldstream Investment Limited

Suite 7008, 70/F
Two International Finance Centre

14. GOVERNING LAW AND ARBITRATION

- 14.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter (including non-contractual disputes or claims) are governed by and shall be construed in accordance with the laws of Hong Kong.
- 14.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the HKIAC under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be the laws of Hong Kong. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three (3). The claimant and the respondent in the arbitration proceedings shall each appoint one (1) arbitrator and the remaining one (1) shall be appointed jointly by the arbitrators appointed by each of the claimant and the respondent. If the arbitrators appointed by each of the claimant and the respondent cannot agree on the remaining one (1) arbitrator, he/she shall be appointed by the chairman of the HKIAC. The arbitration proceedings shall be conducted in English. Any award made pursuant to arbitration under this Clause shall be final and binding upon each of the claimant and the respondent and each of the claimant and the respondent agrees to be bound thereby and to act accordingly.
- 14.3 Costs of the arbitration shall follow the events and be borne by the party against whom the arbitral award shall be made, unless otherwise directed by the arbitral tribunal.
- 14.4 Any arbitral award shall be final and binding upon the Parties and shall be enforceable in any court of competent jurisdiction in accordance with its terms.
- 14.5 During the period when a Dispute is being resolved, the Parties shall in all respects other than the issue(s) in dispute continue their performance of this Agreement.
- 14.6 To the extent permitted by the Hong Kong International Arbitration Centre Administered Arbitration Rules, the foregoing shall not preclude any Party from seeking interim relief or orders for interim preservation in any court of competent jurisdiction. Any such application to any court of law shall not demonstrate an intent to act inconsistently in any way with the agreement to settle disputes by arbitration set out in this Clause 14.2.

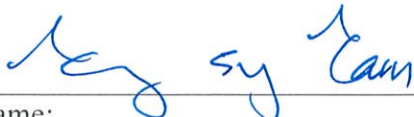
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IN WITNESS WHEREOF this Agreement has been executed by the Parties or their duly authorised representatives on the date first above written.

The Vendor

Signed by Hony Capital Ltd.
for and on behalf of

UNITED STRENGTH HONOR LIMITED
in the presence of:

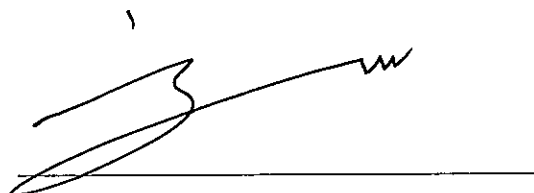
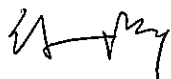
) 
) _____
) Name:
) Title:

IN WITNESS WHEREOF this Agreement has been executed by the Parties or their duly authorised representatives on the date first above written.

The Purchaser

Signed by GAO Ziqi
for and on behalf of
REDPINE ELITE LIMITED
in the presence of:

)
)
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A handwritten signature in black ink, appearing to be 'GAO Ziqi', is written over a horizontal line. The signature is stylized with a large loop and a wavy end.A handwritten signature in black ink, appearing to be 'XU ZHENSHENG', is written above the printed name. The signature is stylized with a large loop and a wavy end.

XU ZHENSHENG

SCHEDULE 1

VENDOR'S WARRANTIES

1. The Vendor is incorporated and is validly incorporated, in existence and duly registered under the laws of its place of incorporation,
2. The Vendor has the full power and authority to execute, deliver, enter into and perform its obligations under this Agreement and the other documents to be executed and delivered by it hereunder.
3. The execution, delivery and performance of this Agreement by it does not and shall not:
 - (a) result in a breach of any provision of its articles of association and constitutional documents;
 - (b) violate in any respect any provision of any Applicable Laws or regulation or any order or decree of any Governmental Authority, agency or court of Hong Kong, British Virgin Islands or Cayman Islands; or
 - (c) violate in any respect, or constitute a default under, any agreement, trust deed, instrument, commitment or other undertaking to which it is a party or which is binding upon it or any of its assets, and does not and shall not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such agreement or other undertaking.
4. This Agreement constitutes and the other documents to be executed and delivered by the Vendor hereunder shall, when executed, constitute, legal, valid and binding obligations of the Vendor enforceable in accordance with their respective terms.
5. The execution, delivery, and performance of this Agreement and all other documents of and incidental to this Agreement to be entered into by the Vendor have been duly authorised by all necessary action of its board.
6. To the best knowledge, information and belief of the Vendor, no matters happened that will cause the transactions contemplated under this Agreement to be void, voidable or unenforceable, including but without limitation, the Vendor making a general assignment for the benefit of its creditors, or any proceeding instituted by or against the Vendor seeking to adjudicate the Vendor bankrupt or insolvent, or seeking liquidation, winding up or reorganisation, arrangement, adjustment, protection, relief or composition of its debts under any law related to bankruptcy, insolvency or reorganization.
7. There has been no petition filed, order made or effective resolution passed for the liquidation or winding up of the Vendor, no scheme of arrangement has been proposed by it with its creditors or shareholders and no notice of appointment of a liquidator, receiver, administrative receiver or administrator has been served on it.
8. The Vendor is the legal and beneficial owner of the Sale Shares and the Sale Warrants free from any Encumbrances, and there is no nominee shareholding arrangement, entrustment arrangement, or other similar agreements in respect to the Sale Shares and the Sale Warrants.

9. The Sale Shares and the Sale Warrants are fully paid and there is no liability to pay any additional contributions or premium on the Sale Shares or the Sale Warrants.
10. The Vendor is entitled to sell and transfer to the Purchaser the full legal and beneficial ownership of the Sale Shares and the Sale Warrants on the terms of this Agreement.
11. As at the date of this Agreement, the Sale Shares represents 5.05% of the entire issued Class A Shares and the Sale Warrants represents 5.05% of the entire issued Listed Warrants.
12. No right has ever been exercised in respect of the Sale Warrants to subscribe for any Class A Shares.
13. The Sale Shares rank *pari passu* in all respects among themselves and with the existing Class A Shares in issue, and are free from Encumbrances as at the date of this Agreement, including but not limited to the rights to receive all future dividends and other distributions thereafter declared, made or paid.
14. The sale of the Sale Shares and the Sale Warrants will not constitute a violation by the Vendor of any applicable “insider dealing”, “insider trading” or similar applicable legislation.
15. The information contained in Recitals (A) and (B) are true and accurate.

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SCHEDULE 2

PURCHASER'S WARRANTIES

1. The Purchaser is incorporated and is validly existing under the laws of its place of incorporation and has the power and authority to execute, deliver, enter into and perform its obligations under this Agreement and the other documents to be executed and delivered by it hereunder.
2. The execution, delivery and performance of this Agreement by it does not and shall not violate in any respect any provision of:
 - (a) any law or regulation or any order or decree of any Governmental Authority, agency or court of Hong Kong, British Virgin Islands or Cayman Islands; or
 - (b) any agreement or other undertaking to which it is a party or which is binding upon it or any of its assets, and does not and shall not result in the creation or imposition of any encumbrance on any of its assets pursuant to the provisions of any such agreement or other undertaking.
3. This Agreement constitutes and the other documents to be executed and delivered by the Purchaser hereunder shall, when executed, constitute, legal, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms.
4. The execution, delivery, and performance of this Agreement and all other documents of and incidental to this Agreement to be entered into by the Purchaser have been duly authorised by all necessary action of its board.
5. To the best knowledge, information and belief of the Purchaser, no matters happened that will cause the transactions contemplated under this Agreement to be void, voidable or unenforceable, including but without limitation, the Purchaser making a general assignment for the benefit of its creditors, or any proceeding instituted by or against the Purchaser seeking to adjudicate the Purchaser bankrupt or insolvent, or seeking liquidation, winding up or reorganisation, arrangement, adjustment, protection, relief or composition of its debts under any law related to bankruptcy, insolvency or reorganization.
6. Save for compliance by Goldstream (the parent company of the Purchaser) with the Listing Rules for acquisitions of this nature, there is no authorisation, consent, approval or notification required to be obtained on the part of the Purchaser for the purposes of or as a consequence of this Agreement either from governmental, regulatory or other public bodies (including, without limitation, the Stock Exchange and the SFC) or authorities or courts or from any third party pursuant to any contractual or other arrangement to which the Purchaser is party.
7. The Purchaser (or its nominee) is a Professional Investor and is eligible and entitled to purchase the Sale Shares and the Sale Warrants on the terms of this Agreement.
8. The Purchaser is purchasing the Sale Shares and the Sale Warrants as principal and not as agent or trustee or in any other capacity for or on behalf of any third parties.
9. The purchase of the Sale Shares and the Sale Warrants will not constitute a violation by

the Purchaser of any applicable “insider dealing”, “insider trading” or similar applicable legislation.

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