

日期 2024 年 9 月 6 日

**Master Bliss Holdings Limited**

朱春林

与

**Jia Yao Holdings Limited**

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关于

**Giant Harmony Limited**  
70%已发行股份之股份转让协议

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本股份转让协议(“本协议”)于2024年9月6日由以下各方签署:

- (1) **Master Bliss Holdings Limited** , 一家在英属维尔京群岛注册成立之有限公司, 其注册地址为 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**买方**”);
- (2) **朱春林** , 中国居民, 中国护照号码为EA8210460 , 住址为中国深圳市福田区莲花街道万科金色家园1号楼605 (“**买方保证人**”); 及
- (3) **Jia Yao Holdings Limited**, 一家在开曼群岛注册成立之获豁免有限公司, 其注册地址为Third Floor, Century Yard, Cricket Square, P.O Box 902 Grand Cayman, KY1-1103 Cayman Islands (“**卖方**”).

以上各方单独称为“**一方**”, 合称“**各方**”。

鉴于:

- (A) **Giant Harmony Limited** (“**目标公司**”), 一家依英属维尔京群岛注册成立的有限公司, 其注册地址为 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands。在本协议日期, 目标公司已发行及实缴资本为 20,000 美金, 分为 20,000 股普通股; 由卖方合法及实益持有其中 70% 已发行股份。目标公司于本协议日期的详情刊载于本协议附件一甲部。
- (B) 目标集团的股权架构图载于本协议附件一乙部。在本协议日期, 目标集团的核心资产为湖北金三峡 82.8641% 股权。
- (C) 在本协议中所作之陈述、保证及承诺的基础上, 遵照下文中的条款与条件, 买方同意购买、卖方同意出售其持有的目标公司 14,000 股普通股 (“**出售股份**” )。
- (D) 于交割后, 卖方将不再持有目标公司任何已发行股份。
- (E) 作为卖方同意签署本协议的对价, 买方保证人同意向卖方保证买方根据本协议的条款和条件适当并准时履行买方在本协议项下的各项义务。

各方达成协议如下:

## 1. 释义

### 1.1. 定义

在本协议中, 除非上下文另有要求, 以下词语和词句在本协议具有以下的意义:

“**会计日期**”                      指    2024 年 6 月 30 日;

“**本协议**”                         指    本协议及其附件;

“章程”	指	经不时修订的该等目标公司组织大纲及章程细则；
“营业日”	指	指香港持牌银行开门营业之日(星期六、星期日及公众假期除外)；
“交割”	指	<u>第 5 条</u> 规定的交割；
“交割日期”	指	所有先决条件达成或被豁免(视情况而定)后的第 15 日(如交割日期并非营业日，则交割日期自动顺延至紧随之营业日)(或各方书面同意的其它时间及/或日期)；
“先决条件”	指	应具有本协议 <u>第 4 条</u> 规定的含义；
“保密信息”	指	应具有 <u>第 9 条</u> 规定的含义；
“产权负担”	指	不论何种性质之产权负担或权利负担，包括但不限于对任何物业、资产或任何性质产权或权利及就其订立之任何协议所产生之按揭、押记、抵押、负担、质押、留置、选择权、限制、优先购买权、优先权、第三方权利或利益、任何类型的其他权利负担或担保利益、或具有类似效果的其他类型的优先安排(包括但不限于所有权转移或所有权保留安排)；
“政府部门”	指	行使行政、立法、司法、财政、监管或者政府管理职能的任何国家或政府、任何中央、州、省、市、自治区、地方或者其他政治分区以及任何部门、部委、办事机构、委员会、实体、机关或者其他机构；
“中国”	指	中华人民共和国，为本协议之目的，不包括香港、澳门特别行政区和台湾；
“香港”	指	中国香港特别行政区；
“港元”	指	香港法定货币港元；
“人民币”	指	中国法定货币人民币；
“股份”	指	该目标公司不时的已发行股本中的股份；
“保证”	指	<u>第 6.1 条</u> 中包含的卖方的陈述和保证；
“出售股份”	指	目标公司 70%已发行股份；

“出售事项”	指	出售股份之事项；
“最后期限”	指	于本协议日期后 180 天或各方书面确定的较后日期；
“联交所”	指	香港联合交易所有限公司；
“上市规则”	指	联交所证券上市规则；
“目标集团”	指	目标公司及其附属公司之统称。

## 1.2. 解释规则

在本协议中，如果上下文要求，

1.2.1 本协议提及的任何法律或法律条文应指届时有效的不时修订或重新制定的该法律或法律条文(不论交割前、交割时或者交割后生效)；

1.2.2 其中：

- (a) 提及条款和附件时乃指本协议的条款和附件；
- (b) 提及单数时包括复数，反之亦然，提及一种性别时应包括其他性别；
- (c) 提及任何一方时包括该方权利继承人和被允许的受让人；
- (d) 提及“人”时包括任何个人、合伙、公司、国家或国家机构、任何非法人实体或组织，不论是否具有独立法人资格；
- (e) 提及“公司”时包括任何公司、企业或其他法人团体，不论在何处或者何种方式组建或设立；
- (f) 提及一天中的时间时指相关司法管辖区的当地时间，除非另有说明；及
- (g) 提及书面时应包括以可阅读及非暂时性的形式复制文字的任何方式。

1.2.3 对于“其他”之后的文字，不应由于该等文字前有关于特定类型行为、事项或事件的措辞而进行限制性的解释。

1.2.4 对于一般的文字，不应由于其后有该等一般文字涵盖的行为、事项或事件特定示例而进行限制性的解释，“包括”应解释为不限于。

1.2.5 如果规定某一文件“按照约定格式”，指条款已经为各方所批准的文件；

### 1.3. 标题

本协议中的标题和副标题仅为方便而设，不应影响本协议的解释。

### 1.4. 附件

每一附件应如同规定在本协议中一样有效。

## 2. 出售事项

2.1 卖方确认，本协议日期至交割日期卖方为目标公司出售股份的唯一法定和实益拥有人，卖方拥有权利及权力出售、转让或以任何方式处置其不附带任何产权负担之出售股份。

2.2 各方同意根据本协议的条款及受制于本协议的条件，卖方同意于交割日期将目标公司之出售股份(连同于本协议日期及至交割日期该等股份的全部权利及权益及不附带一切产权负担)出售及转让予买方，该有关出售及转让于交割日期生效。

## 3. 出售事项的对价

3.1 各方一致同意出售事项的对价合共为人民币 115,000,000 元（或等额港币，依据中国人民银行于 2024 年 9 月 6 日所公布的人民币兑港元的汇率中间价确定），由买方或买方保证人按下述方式支付：

3.1.1 于(a)买方完成并满意对目标公司尽职调查的结果，且(b)各方已取得就出售事项所需之一切同意、批准及/或许可（包括但不限于卖方已按上市规则取得股东批准，并已向股东寄发通函）后之 15 日内，将人民币 35,000,000 元（或依上述汇率厘定之等额人民币）存入卖方指定的银行账户，并提供存款凭据；及

3.1.2 目标公司 70%股份变更至买方名下起 3 个月内，将人民币 80,000,000 元（或依上述汇率厘定之等额人民币）存入卖方的指定银行账户，并提供存款凭据。

3.2 买方须按上述方式将对价汇入卖方的以下指定银行账户：

银行名称：BANK OF CHINA (HONG KONG) LIMITED, HONG KONG

银行代码：012

账户名称：JIA YAO HOLDINGS LIMITED

账户号码：875-2-031363-6

SWIFT：BKCHHKHHXXX

## 4. 先决条件

4.1 出售事项的交割于下述所有先决条件达成或被豁免(视情况而定)后的第15日(如该日并非营业日,则自动顺延至紧随之营业日)(或各方书面同意的其它时间及/或日期)进行:

4.1.1 买方完成并满意对目标公司尽职调查的结果;

4.1.2 买方已获得就该协议及其项下拟进行的交易而言买方须获得的一切所需同意及批准;

4.1.3 各方于本协议下作出之陈述及保证于本协议日期至交割日期,均在各方面准确、真实及无误导或遗漏;

4.1.4 各方并无重大违反载于本协议的条款及条件,且不违反任何适用法律;

4.1.5 买方已按第3.1.1条支付第一期款项;

4.1.6 卖方已获得就该协议及其项下拟进行的交易而言卖方须获得的一切所需同意及批准,包括但不限于根据上市规则的规定获取股东就批准(其中包括)该协议及其项下拟进行的交易之批准;及

4.1.7 卖方已就该协议及其项下拟进行的交易而言完成上市规则规定的一切所需程序,包括但不限于向股东寄发通函。

为免生疑,4.1.6及4.1.7条先决条件不能被豁免。

4.2 如任何有关买方及买方保证人的先决条件在最后期限当日或之前,未被履行或由卖方豁免,卖方无义务进行交割,而且可立即终止本协议。如任何有关卖方的先决条件在最后期限当日或之前,未被履行或由买方豁免,买方无义务进行交割。

## 5. 交割及交割后责任

5.1 受限于本协议的条款与条件,交割应于交割日期在各方同意的时间地点进行,各方应依据附件二向另一方交付有关交割文件。

5.2 在不影响买方依据本协议或法律规定可获得的其它权利及补偿的情况下,如卖方未完全履行其在附件二中的义务,买方有权通知卖方:

5.2.1 推迟交割至较迟日期(应为营业日),本协议条款继续适用,如同交割日期为经推迟之日期;

5.2.2 在可行的情况下继续进行交割(不影响其在本协议下享有的权利);或

5.2.3 根据本协议第 8 条, 终止本协议, 除有关已发生的违约行为, 本协议下各协议方的所有权利和责任相应终止, 除本协议第 8(终止)、9(保密)、11.1(可分割性)、11.2(完整协议)、11.4(其他性质)、13(通知)、15(适用法律和语言)、17(第三者权利)及 18(争议解决)条将继续有效。

5.3 在不影响卖方依据本协议或法律规定可获得的其它权利及补偿的情况下, 如买方未完全履行其在附件二中的义务, 卖方有权通知买方:

5.3.1 推迟交割至较迟日期(应为营业日), 本协议条款继续适用, 如同交割日期为经推迟之日期;

5.3.2 在可行的情况下继续进行交割(不影响其在本协议下享有的权利); 或

5.3.3 根据本协议第 8 条, 终止本协议, 除有关已发生的违约行为, 本协议下各协议方的所有权利和责任相应终止, 除本协议第 8(终止)、9(保密)、11.1(可分割性)、11.2(完整协议)、11.4(其他性质)、13(通知)、15(适用法律和语言)、17(第三者权利)及 18(争议解决)条将继续有效。

5.4 为免疑虑, 若买方未按本协议第 3.1.2 条履行义务, 卖方有权行使其于由买方交付惠及卖方之有关以出售股份作为抵押以保证买方付款义务之股份押记下之权力, 向任何人士(包括卖方关联公司)以卖方认为公允之价格转让出售股份。

## 6. 陈述和保证

6.1 卖方特此向买方陈述、保证及承诺, 于本协议日期至交割日期:

6.1.1 卖方有充分行为能力、权利、权力及授权签订本协议及履行本协议项下之责任(包括但不限于有权根据本协议的条款, 将出售股份之所有权利及权益转让予买方, 且没有任何限制可在任何方面影响卖方根据本协议所载条款向买方出售事项);

6.1.2 卖方于签署和交付本协议和完成本协议项下交易均不会违反任何法律、法规、条例、对其适用的规定, 或禁令、判决、指令、法令、裁决、命令, 或任何政府部门的其他限制;

6.1.3 目标公司为根据英属维尔京法律注册成立、并有效存续的有限责任公司;

6.1.4 目标集团及卖方各自有权利、权力和权限可签署和交付本协议及相关文件, 并可根据本协议行使其权利和履行其义务, 并已为此采取一切必需的行动。本协议一经签署, 即构成目标集团及卖方的合法、有效和具约束力的义务, 可按个别条款强制执行, 而对买方亦构成具有法律约束力的义务;

- 6.1.5 所有出售股份不设、不带任何产权负担，也不受任何产权负担的影响。没有任何方声称及 / 或享有出售股份附带的任何产权负担或影响出售股份的权利主张；
- 6.1.6 卖方承诺如有需要及买方要求，卖方将以最大努力协助买方处理就签订及履行本协议及当中拟进行之任何交易，根据相关法律法规所需及/或须完成之一切必要向相关主管政府机构或其它第三方作出或取得之审批、授权、批准、同意、许可、备案或登记手续等(如适用)；
- 6.1.7 在本协议日期，卖方及目标集团于本第 6.1 条的保证在所有方面均为真实、完整及准确，并且依据其后的事实及情况，直至交割时均为真实及准确；
- 6.1.8 在发现任何交割之前发生的，可能对保证构成违反或与保证不一致的事项，或可能导致保证中的任何陈述在任何方面不真实或误导的事项后，立即向买方书面披露；
- 6.1.9 如在交割前，买方发现任何保证在任何方面不真实或不正确，或本第 6.1 条中的任何确认在任何方面未被完全遵守，买方无义务完成出售股份的购买，且买方可通知卖方及目标集团取消本协议；
- 6.1.10 除非本协议中另有规定，每项保证应被视为在交割时重述。而每项保证须解释为一项独立保证及（另有相反之明确规定除外）不得受任何其他保证之条款或本协议之任何其他条款之提述或推断所限定或限制。
- 6.2 买方及买方保证人共同及个别地向卖方的陈述和保证如下，于本协议日期至交割日期：
- 6.2.1 买方具有权力签订和履行本协议，而于正式执行本协议时，对买方构成具有法律约束力的义务；
- 6.2.2 签署和交付本协议和完成本协议项下交易均不会违反任何法律、法规、条例、对其适用的规定，或禁令、判决、指令、法令、裁决、命令，或任何政府部门的其他限制；及
- 6.2.3 在本协议日期，买方于本第 6.2 条所有方面均为真实及准确，在任何一方面均不具有误导性，并且依据其后的事实及情况，直至交割时均为真实及准确。在本协议日期作出的(无论明示或暗含)与任何其陈述及保证相关的任何引述，将被解释为与任何该等重述相关，如同在重述时做出引述。
- 6.3 买方保证人不可撤销且无条件向卖方保证，买方作为一方的交易文件中载明的买方的各项义务均将得以适当和准时的履行，并担保买方在本协议内提述的所有保证、责任和承诺。一经卖方要求，买方保证人应不时向卖方交付依据买方作为一方的交易文件，及向卖方支付买方在任何时候有责任向卖方支付，但在



卖方向买方保证人提出要求时尚未支付的款项。买方保证人在本第 6.3 条项下的义务与买方在买方作为一方的交易文件项下的义务是连带的。卖方可以直接向买方保证人要求承担买方的责任，犹如买方保证人为本协议的首要义务人。

6.4 第 6.3 条项下买方保证人的义务为持续义务，不因买方的任何资不抵债或破产程序而解除或受到影响。

6.5 买方保证人放弃其可能享有的要求卖方在根据第 6.3 条向其提出权利主张前，首先针对任何其他人士提起诉讼、强制执行任何其他权利或提出赔偿主张的任何权利。

## 7. 成本和费用

各方应各自承担其就磋商和准备本协议及其项下交易之费用及开支。就转让出售股份所产生的一切税费(如有)均由买方及卖方各自承担。

## 8. 终止

8.1 买方和卖方可以共同书面同意终止本协议。

8.2 除非本协议其它条款另有约定，若任何一方违反或未能履行本协议项下由其承担的义务，则守约方有权向违约方发出书面通知，说明该等违反或未履行。若该等违反或未履行可以被补救，但在守约方向违约方发出上述通知后的五(5)个营业日内未能完全令守约方满意地被补救，或该等违约或未履行不能被补救，则守约方有权向违约方发出书面通知终止本协议。若卖方按本条向买方发出书面通知终止本协议，卖方按本协议第3.1.1条收取之款项将不作退还。

8.3 如果本协议被终止，则各方的所有权利及义务在本协议终止时立即停止，但终止将不影响本协议第8(终止)、9(保密)、11.1(可分割性)、11.2(完整协议)、11.4(其他性质)、13(通知)、15(适用法律和语言)、17(第三者权利)及18(争议解决)条的继续适用，该等条款将继续有效;而且终止不影响一方累计至终止时的权利和义务。

## 9. 保密

### 9.1 保密承诺

受限于第 9.2 条和第 9.3 条的规定，每一方：

9.1.1 对其由于签署本协议、履行本协议项下义务取得或收到的关于本协议谈判、本协议条款或目标或本协议任何一方的所有文件、数据及其他信息(不论技术还是商业) (“**保密信息**”)应严格保密；及

9.1.2 非经向其提供保密信息的一方事先书面同意，不得发布或以其他方式向任何人披露任何保密信息，或将保密信息用于本协议以外的目的。

## 9.2 允许的披露

如果一方能证明属于以下情形，则可以披露本应受第 9.1 条限制的保密信息：

9.2.1 法律，法规或规则或对其有管辖权的任何政府部门、法院或监管机构要求披露，不论在何地，不论该等要求是否具有法律的效力；或

9.2.2 为促成取得实施本协议项下任何交易所需的任何同意而要求的披露；或

9.2.3 在其他方向其披露前已合法掌握的保密信息(有书面记录证明)，该等保密信息不是从其他方取得；或

9.2.4 保密信息并非由于该方的过错或按照第 9.2 条或第 9.3 条被披露保密信息的任何人的过错而已进入公共领域，

但是，未经事先与提供保密信息的一方协商，不得进行该等披露(但不妨碍作出或发放公告的一方遵守其法律上或对证券交易所及监管机构的责任)。

## 9.3 向特定方的披露

9.3.1 每一方为本协议之目的可向以下任何人披露保密信息：

(a). 其专业顾问、核数师或银行；或

(b). 其合伙人、董事、高级职员或高级雇员，

但是该方应告知接收方其在本协议项下承担的保密义务，并应尽一切合理努力确保接收方遵守该等义务，如同接收方是本协议的一方，本协议一方应为接收方违反保密义务负责。

9.3.2 受限于各自对公司的受托义务，每一董事有权向委派该董事的股东披露其认为适当的关于集团的信息。

## 10. 修改

### 10.1 修改

对本协议的修改应须采用书面形式且经各方签署方为有效；但未经不再是本协议一方的任何人的同意，不应对其施加任何额外的责任。本协议除以书面形式的文书并为在所有方签署外，不可被修改。

## 11. 本协议之性质

### 11.1 可分割性

如果根据任何有管辖权法律，本协议任何规定在任何方面不合法、无效或不可执行，该等规定应视为从本协议中分割出来，并且如果可能，以最接近各方意图的合法规定替代该等不合法的、无效的或不可执行的规定，如果允许，该等不合法的、无效的或不可执行的条款不应影响或损害本协议任何其他规定的合法性、效力或可执行性。

### 11.2 完整协议

本协议构成订约各方之间就本协议之主体事项之完整协议及共识，并且取代与之相关之一切先前提议、声明、保证、同意或谅解（不论属口头、书面或其他，包括但不限于投资合作意向书），且概无订约方依赖任何该等提议、声明、保证、同意或谅解。

### 11.3 转让

除本协议规定之外，未经其他各方事先书面同意，任何一方不得转让、以信托方式持有或通过其他方式转让本协议(或本协议提及的任何文件)任何条款的利益。

### 11.4 其他性质

11.4.1 任何一方在另一方违反本协议后未有或延迟行使要求该方履行本协议的权利将不构成该方放弃该权利，而任何一方放弃追究另一方对本协议条款的若干违反将不构成其放弃追究另一方对该条款持续或其后的违反、或对其他条款的违反。

11.4.2 本协议各方现分别确认，其已就商讨及签订本协议自行委任法律代表向其提供独立之法律意见

## 12. 文本

本协议可以签署任何数量的文本，但应在每一方均签署一份文本后生效。每一份文本应构成本协议的一份原件，全部文本一起构成一份同样的文件。

## 13. 通知

### 13.1 语言

除另有特别规定外，本协议项下的或与本协议项下事项有关的任何通知(该等术语应包括任何其他通讯)均应以中文书写。

### 13.2 送达

除非另有规定，本协议项下要求或允许的任何通知应采取书面形式，并应在以下情况下视为有效送达：专人递送至被通知方；通过收件地址为被通知方下文第 13.3 条规定地址（或该方提前 10 天书面通知其他各方的其他地址）的邮资预付的挂号邮件发出的，在寄出后第 2 天；或者电邮发出日后，在以下较早时间发生时，视为送达：(i)发件人收到确认送达的自动信息时；或(ii) 除非发件人收到电子邮件尚未送达的自动信息，发送时间（以发件人发送电子邮件的设备记录为准）后的四小时。

### 13.3 地址

本协议项下的通知应发送至一方的以下地址或电邮：

如果送达至买方：

地址：中国深圳市福田区莲花街道万科金色家园 1 号楼 605  
电邮：931874861@qq.com  
收件人：朱春林

如果送达至买方保证人：

地址：中国深圳市福田区莲花街道万科金色家园 1 号楼 605  
电邮：931874861@qq.com  
收件人：朱春林

如果送达至卖方：

地址：SUITE 3212, 32/F., TOWER 1, TIMES SQUARE, 1  
MATHESON STREET, CAUSEWAY BAY, HONG KONG  
电邮：terrywhw@gmail.com  
收件人：WU HUNG WAI

## 14. 不可抗力

- 14.1 如任何一方纯粹因外在不能预见、避免或克服的客观情况(除政府政策外) (“**不可抗力**”) 未能履行或延迟履行其在本协议项下的任何义务，该等不履行或延迟履行不应被视为违反本协议，但前提是因上述缘故未能履行或延迟履行本协议的协议一方不得直接或间接促成该不可抗力的发生，并且应作出合理的努力避免该不可抗力事件发生、减轻其影响，并在其能力范围内为遵守本协议的条款继续采取一切行动。
- 14.2 在不可抗力事件发生后十四(14)天内，遭受不可抗力事件的协议一方应书面通知其它协议方，并且在任何情况下，均应尽其最大的努力采取一切合理措施消除和弥补导致该不可抗力事件的起因，除非不可抗力事件的性质使该协议一方无法实施上述行为。

14.3 如买卖双方无法解决不可抗力事件，其中一方有权通知另一方免除继续履行本协议的义务和责任，任何一方无权向对方提出索偿。

## 15. 适用法律和语言

15.1 本协议应受香港法律管辖，并按其解释，不考虑冲突法规则。

15.2 本协议以中文签署。

## 16. 时间要素

时间对于本协议至关重要。

## 17. 第三者权利

《合约(第三者权利)条例》(香港法例第 623 章)不适用于本协议，各方同意任何本协议的第三方不可根据该条例强制执行或享有本协议项下的任何条款或赋予的利益。

## 18. 争议解决

协议各方特此不可撤销地服从香港法院的非专属司法管辖权管辖。

## 19. 法律文书代收人

买方、买方保证人及卖方分别不可撤销地任命以下人士担任其法律文书代收人，为其并代表其收取在香港的各类法律程序有关法律文书。向该等法律文书代收人送达法律文书，应视为已向任命该法律文书代收人的一方送达，而无论该法律文书代收人是否向任命其的一方转发法律文书。

买方及买方保证人：

法律文件代收人：朱春林

地址：Flat F, 6/F., Block 4, Manor Centre, 213 Un Chau Street,  
Cheung Sha Wan, Kowloon, Hong Kong

卖方：

法律文件代收人：Jia Yao Holdings Limited


地址：SUITE 3212, 32/F., TOWER 1, TIMES SQUARE, 1  
MATHESON STREET, CAUSEWAY BAY, HONG  
KONG

收件人：Wu Hung Wai

[以下无正文]

本协议由各方于首页所示日期签署。

由朱春林代表 )  
Master Bliss Holdings Limited )  
签署 )  
见证人: )

For and on behalf of  
MASTER BLISS HOLDINGS LIMITED  
  
.....  
Authorised Signature(s)

朱春林 )  
中国护照号码 )  
EA8210460 )  
签署 )  
见证人: )



由杨帆代表 )  
Jia Yao Holdings Limited )  
签署 )  
见证人: )

For and on behalf of  
Jia Yao Holdings Limited  
嘉耀控股有限公司  
  
.....  
Authorized Signature(s)

附件一  
甲部份

目标公司及其附属公司详情

公司名称	: Giant Harmony Limited
公司注册证书编号	: 1765056
公司成立地点	: 英属维尔京群岛
注册地址	: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
成立日期	: 2013 年 3 月 15 日
已发行股本	: 20,000 美金, 分 20,000 股
董事	: 杨詠安 (Yang Yoong An)
股东和持股情况	: 嘉耀控股有限公司 Jia Yao Holdings Limited (持 14,000 股, 占 70%) Master Bliss Holdings Limited (持 6,000 股, 占 30%)

公司名称	: 柏滙有限公司 Park Linker Limited
商业登记号码	: 61267388
公司成立地点	: 香港
注册地址	: SUITE 3212, 32/F., TOWER 1, TIMES SQUARE, 1 MATHESON STREET, CAUSEWAY BAY, HONG KONG
成立日期	: 2013 年 4 月 12 日
已发行股本	: 1 港币
董事	: YANG YOONG AN
股东和持股情况	: Giant Harmony Limited (持 1 股, 占 100%)

公司名称	: 宜佳有限公司 Easy Creator Limited
商业登记号码	: 61267362
公司成立地点	: 香港
注册地址	: SUITE 3212, 32/F., TOWER 1, TIMES SQUARE, 1 MATHESON STREET, CAUSEWAY BAY, HONG KONG
成立日期	: 2013 年 4 月 12 日
已发行股本	: 1 港币
董事	: YANG YOONG AN
股东和持股情况	: Giant Harmony Limited (持 1 股, 占 100%)

公司名称	: 湖北金三峡印务有限公司 Hubei Golden Three Gorges Printing Industry Co., Ltd
统一社会信用代码	: 91420500722021006R
公司成立地点	: 中国
注册地址	: 湖北省宜昌市东山經濟开发区青岛路 6 號
成立日期	: 1992 年 8 月 15 日
董事及监事	: 黎永健 陈惟惟 杨帆 杨詠安 蔡瑶辉 杨财 李少安 林显坤 邹传波 朱春林
股东和持股情况	: 宜佳有限公司 Easy Creator Limited (持有 82.86%股权); 广西嘉盈商业投资管理有限公司



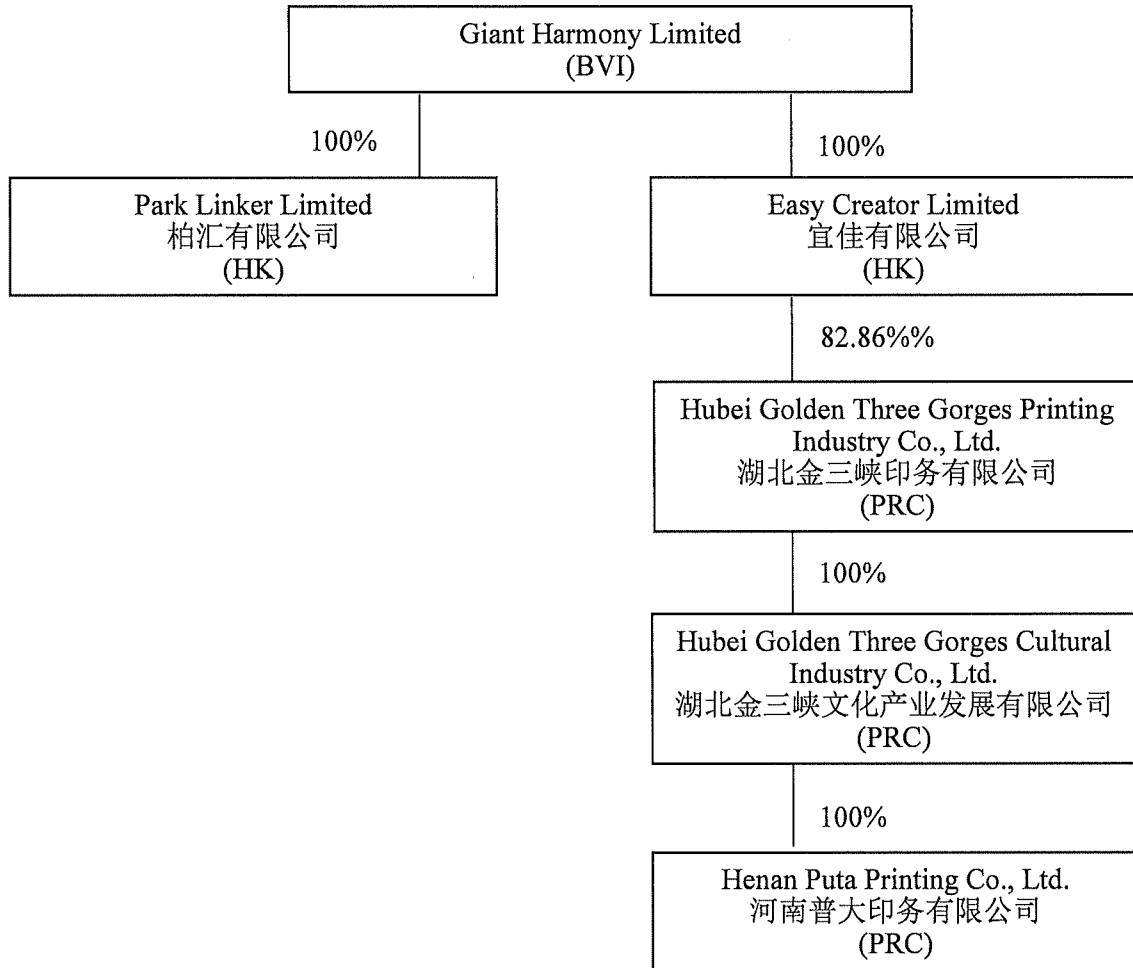
(持有 17.14%股权)

公司名称	: 湖北金三峡文化产业发展有限公司 Hubei Golden Three Gorges Cultural Industry Co., Ltd.
统一社会信用代码	: 91420500MA495DNR25
公司成立地点	: 中国
注册地址	: 中国（湖北）自贸区宜昌片区青岛路 26 号
成立日期	: 2018 年 8 月 21 日
董事及监事	: 杨财 杨景智
股东和持股情况	: 湖北金三峡印务有限公司 Hubei Golden Three Gorges Printing Industry Co., Ltd (持有 100%股权)

公司名称	: 河南普大印务有限公司 Henan Puta Printing Co., Ltd.
统一社会信用代码	: 91411082MA9MFHHY80
公司成立地点	: 中国
注册地址	: 河南省许昌市长葛市老城镇产业集聚区未来路与燕山路交叉口北 50 米路东
成立日期	: 2022 年 10 月 13 日
董事及监事	: 叶晓华 杨景智 常桂林
股东和持股情况	: 湖北金三峡文化产业发展有限公司 Hubei Golden Three Gorges Cultural Industry Co., Ltd. (持有 100%股权)

乙部份

目标集团股权架构图



## 附件二

### 交割文件

1. 于交割时，卖方须向买方交付以下文件(文件的格式及内容为买方同意及接受):
  - (i) 以买方为承让人，卖方为转让人，由卖方签署的出售股份的转让文书 (instrument of transfer);
  - (ii) 记录卖方为持有人的出售股份股份证书原件，以供取消;
  - (iii) 以买方名义注册之出售股份之股票;
  - (iv) 卖方董事会决议/会议记录之核证副本，内容须批准: (i)卖方向买方转让出售股份; (ii)就上述转让出售股份印发新股份证书并把买方的名称登记于目标公司的股东名册; 及(iii)批准与转让出售股份之相关文件及事宜;
  - (v) 卖方依上市规则就上述转让出售股份所需之股东批准之核证副本; 及
  - (vi) 目标公司董事会决议/会议记录之核证副本，内容须批准: (i)卖方向买方转让出售股份; (ii)就上述转让出售股份印发新股份证书并把买方的名称登记于目标公司的股东名册; 及(iii)批准与转让出售股份之相关文件及事宜。
2. 于交割时，买方须完成其于本协议第 3.1.1 条下的义务，以及交付以下文件:
  - (i) 以买方为承让人，卖方为转让人，由买方签署的出售股份的转让文书 (instrument of transfer);
  - (ii) 由买方妥为签署并交付惠及卖方之股份押记(以及为执行股份押记之一切相关文件) (股份押记格式见附件三)予卖方; 及
  - (iii) 买方董事会决议/会议记录之核证副本，内容须批准: (i)买方向卖方购买出售股份; 及(ii)批准与转让出售股份之相关文件及事宜。

### 附件三

股份押记

**Dated the       day of       2024**

**MASTER BLISS HOLDINGS LIMITED  
(as Chargor)**

**in favour of**

**JIA YAO HOLDINGS LIMITED  
(as Chargee)**

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**SHARE CHARGE**  
in respect of  
14,000 shares of  
Giant Harmony Limited

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THIS SHARE CHARGE (this “Share Charge”) is made on

2024

BY:

**Master Bliss Holdings Limited**, a company incorporated under the laws of the British Virgin Islands with limited liability, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Chargor**”);

TO AND IN FAVOUR OF:

**Jia Yao Holdings Limited**, a company incorporated in the Cayman Islands whose securities are listed on the Main Board of The Stock Exchange of Hong Kong Limited (stock code: 1626) whose registered office is at Third Floor, Century Yard, Cricket Square, P.O Box 902, Grand Cayman, KY1-1103, Cayman Islands (the “**Chargee**”).

The Chargor and the Chargee shall collectively be referred to as the “**Parties**” and each individually as a “**Party**” hereunder.

WHEREAS:

1. On 2024, the Chargor (as purchaser), the Chargee (as vendor), and Mr. Zhu Chunlin (as guarantor of the purchaser) entered into a sale and purchase agreement (the “**Sale and Purchase Agreement**”), pursuant to which the Chargee agreed to sell and the Chargor agreed to purchase 14,000 issued and fully paid up shares of Giant Harmony Limited (a BVI business company incorporated under the laws of the British Virgin Islands with limited liability, whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands VG1110 (“**Giant Harmony**”).
2. Pursuant to the terms of the Sale and Purchase Agreement, the Chargor shall enter into this Share Charge in favour of the Chargee as security for the payment obligations of the Chargor under the Sale and Purchase Agreement.
3. Immediately upon completion of the Sale and Purchase Agreement, and as at the date of this Share Charge, the Chargor is the legal and beneficial owner of 14,000 issued and fully paid-up shares of Giant Harmony.

NOW THEREFORE this Share Charge witnesses as follows:

## 1. DEFINITIONS AND CONSTRUCTION

### 1.1 In this Share Charge:

“**Charged Shares**” means the said 14,000 shares of Giant Harmony owned by the Chargor referred to in paragraph 3 of the Recital, and any further shares and other rights referred to in Clause 5.1 hereof.

“**Secured Obligations**” means the payment obligations of the Chargor and/or Mr. Zhu Chunlin under the Sale and Purchase Agreement.

- 1.2 **Construction.** In this Share Charge, except where the context otherwise requires:
- (a) words in the singular shall include the plural, and vice versa; and reference to one gender shall include all genders;
  - (b) a reference to a person shall include a reference to a firm, a corporation, an unincorporated association or to a person's executors or administrators;
  - (c) a reference to a clause or sub-clause shall be a reference to a clause or sub-clause (as the case may be) of or to this Share Charge; and
  - (d) references to any legal term for any action, remedy, proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Hong Kong be deemed to include what most nearly approximates in that jurisdiction to the Hong Kong legal term.
- 1.3 **Knowledge Qualifiers.** To the extent that a representation or warranty given by the Chargor in this Share Charge is qualified by the expression "to the knowledge" or "to the belief" of such party, or as such party is "aware," or a similar expression thereto, such expression shall be deemed to include an additional statement that it has been made after reasonable investigation.

## 2. THE SHARE CHARGE

- 2.1 As security for the due and punctual payment of the Secured Obligations, the Chargor, as legal and beneficial owner, charges by way of first legal fixed charge to the Chargee all of its present and future rights, title, benefit and interest in and to the Charged Shares as a continuing security for payment and discharge of the Secured Obligations.
- 2.2 **Deliverables.** The Chargor covenants and undertakes to the Chargee that upon execution of this Share Charge, the Chargor will deposit with the Chargee such blank, duly executed and undated standing instruction in relation all the Charged Shares.

## 3. REPRESENTATIONS AND WARRANTIES

The Chargor hereby represents and warrants to the Chargee that:

- (1) **Ownership.** the Chargor will during the continuance of this security be the sole legal and beneficial owner of the Charged Shares (subject to the fixed charge created by this Share Charge), and that such Shares are free from any lien, mortgage, charge or encumbrance (save for the security created by this Share Charge), and the Chargor will not purport to enter into any agreement to sell or transfer any of the Charged Shares other than to the Chargee or at the Chargee's direction;
- (2) **Powers and Capacity.** the Chargor is a company duly formed and validly existing under the laws of the British Virgin Islands and the Chargor has the necessary capacity power and authority to enter into and execute this Share Charge and to create the security interest and perform and observe the obligations contained herein for and on behalf of the Chargor. The execution,

delivery and performance of this Share Charge have been duly authorised by all necessary action of the Chargor and do not contravene the constitution of the Chargor under all applicable laws and regulations of the British Virgin Islands. This Share Charge, as executed and delivered, constitutes legal, valid and binding obligations of the Chargor enforceable in accordance with its terms;

- (3) **Compliance with Laws.** the execution and delivery of, and the performance of the provisions of, this Share Charge by the Chargor do not, and will not during the continuance of this Share Charge (i) contravene any existing applicable law, ordinance, regulation, decree or permit, or any order, judgment, decree or award of any court or any judicial, administrative or governmental authority, department or agency presently in effect and applicable to the Chargor or any of its assets, or (ii) contravene any contractual restriction binding on the Chargor or any of its assets, or (iii) cause any limit on any of the borrowing, guaranteeing, charging or other powers of the Chargor (whether imposed by its memorandum or articles of association or by agreement, instrument or otherwise), or upon any of the powers of its board of directors to exercise any of such powers, or any other limit affecting the Chargor, to be exceeded, or (iv) create or result in or (except as may be provided herein) oblige the Chargor to create any lien, charge, security interest or other encumbrance on the whole or any part of the Chargor's property, assets or revenues, present or future;
- (4) **Consents and Approvals.** (where applicable) every consent, authorisation, licence or approval of or declaration to, governmental or public bodies or authorities or courts required by the Chargor to execute this Share Charge have been obtained and are in full force, validity and effect, and, as of the date of this Share Charge, no further governmental or other consents, authorities or approvals are necessary for the performance by the Chargor of its obligations hereunder;
- (5) **Litigation.** there are no litigation, arbitration, administrative or other proceedings pending before any court, tribunal, arbitrator, government agency or administrative body against or threatened against the Chargor or any of its assets which if adversely determined could or might have a material adverse effect in the business, assets or condition (financial or otherwise) of the Chargor or the ability of the Chargor to perform any of its obligations required by the terms and conditions of this Share Charge;
- (6) **Default.** the Chargor is not (i) in default under any statutory or other requirements applicable to the Chargor or (ii) in default in the payment of any principal of or interest on any indebtedness or (iii) in breach of or in default under any other provision of any indenture, deed of trust, agreement or other instrument to which the Chargor is a party and under or subject to which any such indebtedness has been issued and is outstanding, and in each such case would have a material adverse effect on the ability of the Chargor to perform its obligations hereunder; and no event, condition or act which with the giving of notice or lapse of time, or both, would constitute an event of default under any such indenture, deed of trust, agreement or other instrument has occurred or is continuing which has not been properly waived or remedied thereunder; and



- (7) **Accuracy of Information.** to the best of the knowledge of the Chargor, the material information contained in all accounts, certificates, schedules or other documents (if any) supplied by the Chargor to the Chargee relating to the Chargor or the Charged Shares or any of them is true and accurate in all respects, and the opinions and forecast expressed therein (if any) are honestly held and have been made on a reasonable basis, and there are no material facts relating to the Chargor or the Charged Shares or any of them which could or might affect the willingness of a reasonable party to rely on a share charge of the Charged Shares from the Chargor in terms similar to the terms of this Share Charge, which have not been disclosed to the Chargee.

#### 4. UNDERTAKINGS

4.1 The Chargor hereby further undertakes and/or covenants with the Chargee that:

- (a) **Repetition.** each of the representations and warranties contained in Clause 3 will be true and accurate in all material respects as though made on the date hereof and on each day for so long as the Secured Obligations or any part thereof remains outstanding as if made with reference to the facts and circumstances subsisting on each such date;
- (b) **Notification.** the Chargor will promptly inform the Chargee of the occurrence of any event of which the Chargor becomes aware which, in the Chargor's reasonable opinion, might adversely affect the ability of the Chargor or any party to the Sale and Purchase Agreement fully to perform their respective obligations under the Sale and Purchase Agreement and this Share Charge;
- (c) **Consent and Approval.** the Chargor will endeavour to obtain or cause to be obtained every consent and approval and do, or cause to be done, all other acts and things which may from time to time in the Chargor's reasonable opinion be necessary or desirable for the continued due performance of all the Chargor's obligations hereunder; and
- (d) **Ranking.** for so long as the Secured Obligations or any part thereof remains outstanding, this Share Charge will continue to rank at least *pari passu* with its existing and future unsecured and unsubordinated indebtedness and other obligations (including contingent liabilities) with the exception of indebtedness or any part thereof and other such obligations mandatorily preferred by law and not by contract.

#### 5. FURTHER ISSUANCE OF SHARES

- 5.1 **Additional Shares.** The expression "Shares" includes (i) all allotments, accretions, benefits and advantages whatsoever at any time accruing in respect of the Charged Shares, including without limitation, all stocks, shares and securities which may at any time be issued and/or moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the Charged Shares (the "**Additional Shares**"), (ii) all certificates or other evidence of title to any of the Charged Shares or any of the Additional Shares now and from time to time hereafter deposited with the Chargee and (iii) all moneys,

dividends and interest at any time arising in respect of any of the Charged Shares or any of the Additional Shares (except insofar as the Chargee has, in writing, released such moneys, dividends and interest to the Chargor), and accordingly all of the foregoing shall be included in the fixed charge hereby created.

- 5.2 **Pledge of Additional Shares.** The Chargor hereby undertakes with the Chargee that any Additional Shares which may at any time during the continuance of the security be issued or otherwise acquired shall be deposited with the Chargee together with (i) the related instrument(s) of transfer and bought and sold note(s) duly signed by the Chargor in blank or in favour of the Chargee or its nominee(s) as the Chargee shall require; (ii) duly executed and undated written resolutions of the directors of the Chargor approving, *inter alia*, the transfer of Shares; and (iii) any other documents reasonably requested by the Chargee necessary to effect the charge over such Additional Shares.

## 6. DIVIDEND AND VOTING RIGHTS

- 6.1 **Before Enforcement.** Notwithstanding anything to the contrary herein contained, prior to the security hereby created has become enforceable, the Chargor shall be entitled to:

- (a) **Dividends.** receive, retain and dispose of any cash distribution (whether by way of dividend, interest or otherwise) arising from the Charged Shares or Additional Shares; and
- (b) **Voting Rights.** exercise all voting rights attached to the Charged Shares or Additional Shares provided that the exercise of such voting rights shall not prejudice any right and power of the Chargee under this Share Charge.

- 6.2 **After Enforcement.** After the security hereby created has become enforceable, all cash distribution and voting rights referred to in Clause 6.1 shall be received, retained, disposed of or exercised (as the case may be) by the Chargee.

## 7. ADDITIONAL UNDERTAKINGS

The Chargor hereby irrevocably and unconditionally undertakes with the Chargee that:

- (1) **Further Assurance.** the Chargor will at any time hereafter (whether before or after the security hereby constituted shall have become enforceable but provided that this shall be subject and without prejudice to the provisions of Clause 8), if and when required by the Chargee, execute, sign, seal, deliver, do and pass, or cause or procure to be executed, signed, sealed, delivered, done or passed such legal or other mortgages, charges, pledges, assignments, transfers, assurances, powers of attorney, letters, resolutions, acts and things in favour or for the benefit of the Chargee as the Chargee may reasonably require over or in respect of the Charged Shares and Additional Shares as further security for the Secured Obligations or as the Chargee may reasonably require for perfecting the security hereby constituted and/or for protecting the priority of such security;
- (2) **No Additional Encumbrance over the Charged Shares.** the Chargor shall not create or agree to create or permit to arise any subsequent charge or encumbrance over or in respect of the Charged Shares or any part thereof or any

interest therein, and shall not sell or transfer any of the Charged Shares without the prior written consent of the Chargee;

- (3) **Costs.** any mortgages, charges, pledges, assignments, transfers, assurances, powers of attorney, letters or resolutions to be executed by the Chargor or any other person pursuant to sub-clause (1) of this Clause 7 shall be prepared by or on behalf of the Chargee at the cost and expense of the Chargor and shall, in the case of any mortgages, charges or pledges, contain (i) an immediate power of sale without notice upon the security thereby constituted becoming enforceable, (ii) a section excluding any restrictions imposed by any law on the power of sale, and (iii) a section excluding any restrictions imposed by any law on the consolidation of mortgages or other securities; and
- (4) **Prompt Payment.** it will pay duly and promptly all calls which may from time to time be made in respect of any unpaid moneys in respect of the Charged Shares and any other moneys which the Chargee may lawfully be required to pay in respect of any of the Charged Shares.

## **8. POWER OF ATTORNEY**

- 8.1 **Authorisation to Complete the Documents.** In respect of any instruments of transfer, resolutions and other documents relating to of the Charged Shares deposited by the Chargor under this Share Charge, the Chargor hereby irrevocably and by way of security authorises the Chargee at any time after the security hereby constituted has become enforceable to date any such instruments of transfer, resolutions or documents if the same be undated, and if the same shall have been theretofore in blank to fill in any blanks in favour of the Chargee, or any trustee for or nominee of the Chargee, or any purchaser.
- 8.2 **Appointment of Chargee as Attorney.** The Chargor, by way of security, hereby irrevocably authorises the Chargee at any time after the security hereby constituted has become enforceable to insert the name of the Chargee or its trustees or nominees or of any purchaser or to make any alteration or addition in or to any instruments of transfer, resolutions or documents which the Chargee may require for perfecting its title to or for vesting the Charged Shares in the Chargee or its trustees or nominees or in any purchaser, and to re-deliver the same thereafter, and the Chargor hereby irrevocably and by way of security appoints the Chargee and its successors and assigns to be its attorney (with full power of substitution) and in its name and on its behalf and as its act and deed or otherwise to execute, sign, seal, deliver and do and otherwise perfect any such transfers, resolutions and other documents as aforesaid and all such deeds, assurances, agreements, instruments, acts and things which may be reasonably required for the full exercise of all or any of the powers hereby conferred or which may be deemed proper on, or in connection with, any sale, disposition or getting in by the Chargee of any of the Charged Shares.
- 8.3 **Ratification.** The Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, deed, act or thing which the Chargee or its successors and assigns may lawfully execute, sign, seal, deliver or do or cause to be executed, signed, sealed, delivered or done pursuant to Clause 8.1 and Clause 8.2 above.

## 9. POWER OF SALE

- 9.1 **Exercising the Power of Sale.** The security hereby constituted shall forthwith become enforceable upon the outstanding Secured Obligations payable by the Chargor have become immediately due and payable according to the terms of the Sale and Purchase Agreement and the Chargee may at any time thereafter, without further notice to the Chargor and without prejudice to any of the rights or powers of the Chargee hereunder or conferred by law, sell, dispose of or appropriate to its own use and benefit (the last-mentioned should be at fair market value less all costs incurred in such sale) the Charged Shares or any part thereof at such time in such manner (whether in whole or in parcels and whether by public sale or private contract or both or otherwise) and for such consideration (whether payable immediately in a lump sum or by instalments spread over a period or otherwise and whether for cash or other valuable consideration or both) as the Chargee may, in its absolute discretion, consider to be the best obtainable in the circumstances.
- 9.2 **No Claim against the Chargee.** The Chargor shall not have any right to claim against the Chargee in respect of any loss arising out of any sale (such expression shall include any deemed sale under Clause 9.1) pursuant to this Share Charge, however such loss may have been caused and whether or not a better price could or might have been obtained on the sale of any of the Charged Shares by either deferring or advancing the date of such sale or otherwise howsoever.
- 9.3 **Restrictions not Applicable.** To the extent permissible under applicable laws and regulations, no restriction imposed by any ordinance or law in force in Hong Kong or elsewhere on any power of sale or on the consolidation of mortgages or other securities shall apply to this security.
- 9.4 **Third Party dealing with the Chargee.** No person dealing with the Chargee, or with its brokers or agents, shall be concerned to enquire whether the security hereby constituted has become enforceable, or whether the power exercised or purported to be exercised has become exercisable, or whether any moneys remain due upon the security of this Share Charge, or as to the necessity or expediency of the stipulations and conditions subject to which any sale of any of the Charged Shares shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Shares, or to see to the application of any money paid to the Chargee, or its brokers or agents, and in the absence of fraud on the part of such person such dealing shall be deemed so far as regards the safety and protection of such person to be within the powers hereby conferred and to be valid and effectual accordingly, and the remedy of the Chargor in respect of any irregularity or impropriety whatsoever in the exercise of such powers shall be in damages only.
- 9.5 **Receipt of Proceeds from Sale of the Charged Shares.** Upon any sale of any of the Charged Shares, the receipt of the Chargee for the purchase money of the Charged Shares sold shall effectually discharge the purchaser or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication thereof.

## 10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 **Fees and Expenses.** The Chargor hereby undertakes with the Chargee to pay to the Chargee, on demand the amount of all costs, losses, liabilities and expenses (including legal fees) reasonably incurred by the Chargee in relation to this Share Charge (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Share Charge, or any consideration by the Chargee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of this Share Charge).
- 10.2 **Priority.** All moneys from time to time owing by the Chargor under or pursuant to Clause 10.1 above shall be charged on the Charged Shares, and the charge hereby conferred shall rank in priority to the charge created hereunder to secure the Secured Obligations and shall be in addition and without prejudice to any and every other right, power, remedy, lien or security which the Chargee may have or but for the said charge would have had for the moneys hereby secured, or any part thereof.

## 11. CONTINUING SECURITY

The security hereby constituted is to be a continuing security and accordingly shall remain in operation until all the Secured Obligations and all moneys hereby undertaken to be paid or intended to be hereby secured have been paid off or satisfied in full.

## 12. EXERCISE AND ENFORCEMENT OF RIGHTS BY THE CHARGEES

- 12.1 **Chargee's Rights not Affected.** The security hereby constituted shall not be in any way affected, diminished or discharged by the taking, holding, varying, non-enforcement, realisation, release or failure to renew or perfect or enforce by the Chargee of any other security for all or any of the Secured Obligations or for all or any of the other sums, payment of which is hereby undertaken to be made or which are otherwise hereby secured, or by any time, indulgence, concession, dealing or other thing done or omitted or neglected to be done by the Chargee in relation to any such other security, or the Chargor or any other person, and is in addition to and not in substitution for any other guarantee, indemnity, undertaking, agreement, pledge, assurance, lien, bill, note, mortgage, charge, debenture or other security which may now or hereafter held by the Chargee for or in respect of the Secured Obligations or any part thereof and may be enforced without first having recourse to any such other guarantee, indemnity, undertaking, agreement, pledge, assurance, lien, bill, note, mortgage, charge, debenture or security.
- 12.2 **Security Remains Valid.** Should any purported obligation or liability of the Chargor which, if valid or enforceable or continuing, would be secured by this Share Charge be or become wholly or in part invalid or unenforceable against the Chargor on any ground whatsoever, including any defect in or insufficiency or want of powers of the Chargor, or irregular or improper purported exercise thereof, or breach or want of authority by any person purporting to act on behalf of the Chargor, or any legal limitation, or other disability or incapacity, or any other fact or circumstance, whether or not known to the Chargee or the Chargor, or if for any other reason whatsoever the Chargor is not or ceases to be legally liable to discharge any money obligation or liability undertaken or purported to be undertaken in the Sale and Purchase Agreement, this security shall nevertheless extend to that obligation or liability or purported obligation or liability as if the same were wholly valid and enforceable.

- 12.3 **Powers of Corporate Representatives of the Chargor.** The Chargee is not concerned to see or enquire into the powers of the Chargor or any of its directors, officers, employees or agents purporting to act on its behalf.

**13. NO WAIVER**

Any waiver by the Chargee of any breach of any of the undertakings, terms or conditions contained herein or other relaxation or indulgence granted at any time by the Chargee to the Chargor or any other person, shall, without any express reservation to that effect by the Chargee, be deemed to be without prejudice to and shall not affect the exercise at any time thereafter by the Chargee of all or any of its rights, powers and remedies hereunder as though no such waiver had been made or relaxation or indulgence granted. No failure or delay by the Chargee in exercising or enforcing any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise, enforcement or waiver of any right, power or remedy preclude its further exercise or enforcement, or the exercise or enforcement of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and not exclusive of any rights, powers or remedies provided by law.

**14. RELEASE AND DISCHARGE**

- 14.1 **Release and Discharge.** If all the Secured Obligations and all other moneys payment of which is hereby undertaken to be made or which are intended to be hereby secured shall have been duly paid and all the agreements, undertakings, terms and conditions in the Sale and Purchase Agreement to be performed and observed by the Chargor and the other parties to the Sale and Purchase Agreement (other than the Chargee) shall have been duly performed and observed, the Chargee shall at any time thereafter, at the request and cost of the Chargor, discharge and release this Share Charge and the security hereby created and release, re-assign and transfer all the Charged Shares to the Chargor as the Chargor shall direct.

- 14.2 **Condition for Release and Discharge.** Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being avoided or reduced pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up or dissolution or insolvency, and if such condition shall not be fulfilled the Chargee shall be entitled to enforce this security subsequently as if such release, discharge or settlement had not occurred.

**15. MISCELLANEOUS**

- 15.1 **Other Securities and Obligations of the Chargor.** The Chargee's rights under this Share Charge are additional to and do not merge with or affect nor are they affected by any security interest now or subsequently held by or for the benefit of the Chargee or any other obligation of the Chargor to the Chargee notwithstanding any rule of law or equity or any statutory provision to the contrary.
- 15.2 **Exercise of Rights.** The Chargee may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial

exercise of a right, power or remedy by the Chargee does not prevent a further exercise of that or an exercise of any other right, power or remedy. Failure by the Chargee to exercise or delay in exercising a right, power or remedy does not prevent its later exercise. The Chargee is not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising a right, power or remedy whether by reason of the Chargee's negligence or otherwise.

- 15.3 **Supervening Legislation.** Any present or future legislation which operates to vary the Chargor's obligations in connection with this Share Charge with the result that any of the Chargee's rights, powers or remedies are adversely affected (including, without limitation, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.
- 15.4 **Approvals and Consent.** The Chargee may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Share Charge expressly provides otherwise.
- 15.5 **Remedies Cumulative.** The rights, powers and remedies provided in this Share Charge are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Share Charge.
- 15.6 **Time of the Essence.** Time is of the essence of this Share Charge in respect of all of the obligations of the Chargor.
- 15.7 **Notices.** Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other Party, upon delivery; (b) when sent by email to the email address set out below, upon the earlier occurrence of the following: (i) when the sender receives an automated message confirming the delivery; or (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; (c) seven (7) Business Days after depositing in the mail as an air mail or a certified mail, receipt requested, postage prepaid and addressed to the other Party as set out below; or (d) three (3) Business Days after depositing with an overnight delivery service, postage prepaid, addressed to the Parties as set out below with the next business-day delivery guaranteed, provided that the sending Party receives a confirmation of the delivery from the delivery service provider. A Party may change or supplement the addresses given above, or designate the additional addresses, by giving the other Party a written notice of the new addresses in the manner set forth above.

<b><u>Chargor</u></b>	:	<b>Master Bliss Holdings Limited</b>
Address	:	605, Building 1, Vanke Golden Home, Lianhua Street, Futian District, Shenzhen, China
Email	:	931874861@qq.com
Attention	:	Zhu Chunlin

<b><u>Chargee</u></b>	:	<b>Jia Yao Holdings Limited</b>
Address	:	Suite 3212, 32/F., Tower 1, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong

Email : [terrywhw@gmail.com](mailto:terrywhw@gmail.com)  
Attention : Wu Hung Wai

- 15.8 **Language.** Each notice shall, unless otherwise required by law, be written in Chinese and English.

## 16. ASSIGNMENT

- 16.1 **Benefit and Burden.** This Share Charge shall bind the parties, their respective successors and any permitted assignee or transferee. Any reference in this Share Charge to any party shall be construed accordingly.
- 16.2 **Chargor.** The Chargor may not assign or transfer any of its rights or obligations under this Share Charge.
- 16.3 **Chargee.** The Chargee may at any time assign to any person (the “Assignee Chargee”) all or any of its rights and obligations under this Share Charge or create an encumbrance over them in favour of such person by notice to the Chargor. The Assignee Chargee shall have the same rights, benefits and obligations of the Chargee as if it were an original party to this Share Charge.
- 16.4 **Disclosure of Information.** The Chargee may disclose on a confidential basis to a potential assignee or transferee or participant or any other person proposing to enter into contractual arrangements with the Chargee in relation to this Share Charge such information as it may think fit, including but not limited to information about the Chargor and its financial conditions, businesses and assets and this transaction, as it may think fit, whether such information has been made available pursuant to this Share Charge or otherwise.

## 17. LAW AND JURISDICTION

This Share Charge is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. Each of the parties hereto also irrevocably agrees to waive any objection which it may at any time have to the laying of the venue of any proceedings in the Hong Kong Courts and any claim that any such proceedings have been brought in an inconvenient forum.

## 18. PROCESS AGENT

The Chargor irrevocably appoints Flat F, 6/F., Block 4, Manor Centre, 213 Un Chau Street, Cheung Sha Wan, Kowloon, Hong Kong as its process agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Chargor for this purpose, the Chargor shall promptly appoint a successor agent satisfactory to the Chargee and notify the Chargee thereof provided that until the Chargee receives such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of the Chargor for the purposes of this Clause 18. The Chargor agrees that any such legal process shall be



sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Chargor.

This Share Charge is executed by the parties hereto as a deed on the day and year first above written.

**The Chargor**

**EXECUTED AS A DEED** by )  
**MASTER BLISS HOLDINGS LIMITED** )  
 )  
and signed by )  
 )  
 )  
on its behalf and in the presence of: )

**The Chargee**

**EXECUTED AS A DEED by** )  
**JIA YAO HOLDINGS LIMITED** )

and signed by )

on its behalf and in the presence of: )