

租 赁 合 同

出租人（甲方）：开易（荆门）服装配件有限公司

承租人（乙方）：开易（湖北）拉链制造有限公司

根据国家、省、市有关法律、法规及有关规定，甲乙双方在平等、自愿、协商一致的情况下，就下列房屋租赁事宜订立本合同，以共同遵守：

一、租赁房地产状况

1、甲方同意将坐落于荆门市龙井大道东、福耀二路北的不动产【不动产权证号为鄂（2023）掇刀区不动产权第 2001504 号，共有宗地面积 78433.98 m²、房屋建筑面积 49459.67 m²，停车场 835.52 m²】（下称“该房地产”）出租予乙方，用于生产加工拉头、布带码庄、拉链等服装辅料，未经甲方书面同意，乙方不得自行改变用途，否则，视为乙方违约，甲方有权单方解除本合同并收回该房地产。

2、在租赁期间，甲方保证具备合法有效的电镀、染色、喷漆污水及危废处理资质（包括具备排污许可证、环评等必备证照），并依法定期向环保有关部门办理年审年检手续，以满足乙方生产加工需要，否则乙方有权单方解除合同。

3、在本合同签订前，乙方已充分了解该房地产的现状规划用途，并同意以现状承租该房地产。

二、租赁期限

从 2023 年 9 月 1 日至 2029 年 8 月 31 日，共六年。租赁期限届满后，乙方如需续租，应在租赁期满前六十日书面通知甲方，经甲方同意后双方另行签订书面的租赁合同；续租租金应当参照当时当地租金的市场价值予以计算并由出租人及承租人共同商讨协定。

三、租金及支付时间约定

1、2023 年 9 月 1 日至 2025 年 8 月 31 日，每月租金均为人民币 969,735.00 元（大写：玖拾陆万玖仟柒佰叁拾伍元整）（含增值税）；后每两年租金上涨 6%，即 2025 年 9 月 1 日至 2027 年 8 月 31 日，每月租金为人民币 1,027,919.00 元（大写：壹佰零贰万柒仟玖佰壹拾玖元整），2027 年 9 月 1 日至 2029 年 8

月 31 日，每月租金为人民币 1,089,594.00 元（大写：壹佰零捌万玖仟伍佰玖拾肆元整）。该租金不含水电费、天然气费、蒸汽费、排污费、危废处理费、污水处理费、有线电视费、通讯费、治安费、卫生费、物业管理费等。

2、乙方应于每月十五日前支付当月租金，逾期支付须承担违约责任。

3、租赁期内，与该房地产相关的房产税和土地使用税由甲方承担并缴纳。

四、保证金约定

1、本合同签订之日起五日内，乙方须向甲方交付人民币 2,909,205.00 元（大写：贰佰玖拾万零玖仟贰佰零伍元整）作为合同保证金（以三个月租金总额的标准计付）。甲方收到上述保证金后，于 2023 年 9 月 1 日将该房地产移交乙方。如乙方逾期交纳保证金超过五日的，则该房地产的交付时间相应顺延。于 2025 年 9 月 1 日及 2027 年 9 月 1 日乙方须向甲方各自交付人民币 174,552.00 元（大写：拾柒万零肆仟伍佰零伍拾贰元整）及人民币 185,025.00 元（大写：拾捌万零伍仟零贰拾伍元整）作为因租金增加而增加的合同保证金的差额。

2、合同保证金不得用作抵扣乙方应支付甲方的租金和其它费用。租赁期内，如乙方违约，则甲方有权从上述合同保证金中直接扣除相应的违约金；甲方在抵扣后有权要求乙方限期补足保证金，乙方应在收到书面补交通知之日起五日内补足；如乙方逾期二十日未能补足保证金，则视为乙方违约，甲方有权单方解除本合同。

3、租赁期内，如因乙方责任造成该房地产损失的，则甲方有权从合同保证金中扣除相应维修费用，如合同保证金不足弥补损失的，乙方应负责赔偿。

4、租赁期满或本合同解除后，如乙方在租赁期内没有违约行为并缴清租赁期内的所有应付费用，且乙方已办妥以该房地产为注册地址或营业地址的工商注销（或工商变更）手续，并按本合同约定将该房地产按时完好交还甲方后，甲方在十日内将合同保证金本金（不计利息）退还乙方。

五、甲方的权利义务

1、依约按时将该房地产交付乙方使用，提供该房地产有关证件供乙方办理有关经营手续，由此产生的相关费用均由乙方自行承担。

2、租赁期内，甲方有权对该房地产的安全、防火、治安、卫生、计生情况进行检查，并有权督促乙方对存在的问题限期进行整改。如乙方逾期未能

按要求或规定进行整改的，则视为乙方违约，甲方有权单方解除本合同。

3、租赁期内，甲方有权对该房地产定期进行安全检查，并承担房产主体结构自然损坏的维修费用。未经甲方书面同意，乙方不得擅自改变该房地产的主体结构或用途，否则，视为乙方违约，甲方有权单方解除本合同。

4、甲方有权在预先通知（情况紧急时除外）乙方后进入该房地产，从事附属设备设施的检查、修理或改建工作。

5、甲方有权在租赁期满前两个月，在预先通知乙方的情况下陪同意欲承租该房地产的有关人员进入该房地产内进行踏勘。

六、乙方的权利义务

1、依约按时交纳租金。如乙方逾期交纳租金的，每逾期一日，乙方须按当月应缴租金总额的千分之五向甲方支付违约金；如乙方逾期交纳租金达到三十日，甲方还有权单方解除本合同并立即收回该房地产。

2、未经甲方书面同意，乙方不得擅自改变该房地产用途或扩建改建；未经甲方书面同意，乙方不得将该房地产转租或分租。否则甲方有权单方解除本合同并立即收回该房地产。

3、乙方因使用该房地产需要进行内外装修及改变间隔，其装修方案和图纸需以书面报甲方同意，并报经有关政府部门（包含但不限于公安、消防、规划部门等）批准后方可施工；乙方装修完毕须经各有关部门验收合格并依法取得必备证照或许可批文后方可开展经营活动。本合同解除或租赁期满后，一切嵌装在该房地产结构或墙体内的设施和装修等不可移动物（不含空调器）乙方均无权予以拆除；本合同期满或提前解除的，乙方均无权要求甲方对该房地产的装修投入进行任何补偿或赔偿。

4、该房地产的经营范围必须按工商部门或有关主管部门批准的营业范围依法经营。乙方须按章纳税，自负盈亏，在经营中所发生的债权债务全部由乙方自行享有和承担。

5、乙方须爱护和正常维护该房地产及其设施，如发现该房地产及其设施损坏须及时维修并承担维修费用；如因乙方使用不当或怠于履行维修义务而造成他人人身伤亡或财产损失的，乙方应负责赔偿。如由此给甲方造成经济损失的，则乙方应赔偿甲方全部损失。

6、乙方不得在承租的该房地产内安装或使用超过水电表容量的任何水电设备或设施，如需增加水、电负荷，须经甲方书面同意后，由乙方负责办理相关的增容手续，并自行承担由此产生的全部增容费用。

7、租赁期内，乙方应自行承担属于乙方租赁使用该房地产范围内的水费、电费、天然气费、蒸汽费、排污费、污水处理费、危废处理费、有线电视费、通讯费、卫生费、治安费、维修费、物业管理费及其他使用该房地产发生的费用等。同时，乙方须及时并足额为该房地产购买财产保险，并自行承担全部保险费用。

8、租赁期内，乙方须自行承担该房地产的安全、防火、治安、卫生、环保责任，严格执行当地政府部门现行的安全、防火、治安、卫生、环保等政策和法规，依法接受甲方和有关部门的检查、监督。

9、乙方不得在该房地产内存放任何易燃易爆等危险物品或任何违禁物品，否则，由此造成的人身损害、财产损失或相应法律责任均由乙方自行承担。

10、乙方如需悬挂企业字号或正当经营所需的其他牌匾，应依法办理报批手续，并自行承担相应费用。

11、租赁期内，如乙方恶意拖欠员工工资、社保费用或住房公积金，则视为乙方违约，甲方有权单方解除本合同。

七、合同的解除和终止

1、双方同意，有下列情形之一的，合同解除，双方互不承担违约责任：

- (1) 因不可抗力致使本合同不能继续履行的；
- (2) 因法律、法规修改或需执行当地政策致使本合同不能继续履行的；
- (3) 因城市规划建设、房屋征拆需要，致使本合同不能继续履行的。

因上述情形合同解除的，乙方应按本条第3款的约定将该房地产移交甲方，逾期未移交的，应按本条第3款的约定承担违约责任。

2、除法律规定及本合同约定的解除事由外，任何一方不得单方解除本合同，否则应承担违约责任。

3、租赁期满或本合同解除之次日，乙方必须迁出该房地产并将该房地产及其设施设备（包括装修）完好无损归还甲方。如乙方逾期向甲方移交该房地产，则视为乙方违约，乙方已支付甲方的合同保证金应作为乙方的违约金

全部归甲方所有，同时，每逾期一日，乙方应按（每日）人民币 50,000 元（大写：伍万元整）的标准向甲方支付房地产占用费；如乙方逾期向甲方移交房地产达到二十日，乙方除按照每日人民币 50,000 元（大写：伍万元整）的标准向甲方支付房地产占用费外，乙方还应赔偿甲方经济损失，并且甲方可自行采取必要措施（包括但不限于自行搬离该房地产内的物品等方式）收回该房地产；届时，乙方自愿放弃该房地产内全部物品的所有权，甲方有权自行处置该房地产内的物品，且无需给予乙方任何赔偿。

八、合同争议处理

本合同在履行中发生争议，由双方协商解决，协商不成时，任何一方可在租赁房地产所在地法院提起诉讼。

九、通知送达

甲乙双方送达地址均以本合同所列地址为准，联系地址如有变更，变更方应书面通知对方，否则无法送达的责任由其自行承担。一方向另一方联系地址发出的通知，以特快专递方式发出的，自发出之日起第三日视为已送达给对方。

十、其他事项

1、为办理租赁备案登记，双方如需签订当地房屋管理部门统一印制的房屋租赁格式合同的，则上述格式合同的条款或内容与本合同的条款或内容如有任何抵触的，双方一律应以本合同的条款和内容为准。

2、本合同如有未尽事宜，双方可另订补充合同，补充合同经双方签署生效后与本合同具同等法律效力。

3、本合同一式二份，双方各执一份，经甲乙双方盖章后生效。

甲方：开易（荆门）服装配件有限公司
地址：湖北省荆门市高新掇刀区龙井大道 369 号
日期：2023 年 8 月 31 日

乙方：开易（湖北）拉链制造有限公司
地址：湖北省荆门高新区掇刀区龙井大道以东、福耀二路以北
日期：2023 年 8 月 31 日



房屋租赁合同

深圳市枫叶酒店投资有限公司

与

深圳市尔瑞投资有限公司

共同签署

2023 年 12 月 29 日

出租人（甲方）：深圳市枫叶酒店投资有限公司

统一社会信用代码：91440300799222981R

联系地址：深圳市南山区南山街道南山大道 1088 号南园枫叶大厦 23Q-2420 室

联系人及联系电话：李振强 0755-26636222

承租人（乙方）：深圳市尔瑞投资有限公司

统一社会信用代码：91440300MA5HFGRU4A

联系地址：深圳市南山区南山街道南山社区南新路阳光科创中心一期 A 座 3505B

联系人及联系电话：赖元潘 17722607246

（甲方及乙方以下合称“双方”，单称“一方”。）

双方根据国家以及深圳市经济特区地方相关法律法规的规定，在平等、自愿和诚实信用的基础上，就乙方承租甲方目标房屋（定义见下）的相关事宜，经协商一致订立本《房屋租赁合同》（以下简称“本合同”）。

第 1 条 目标房屋的基本情况

- 1.1. 甲方将位于南山区南新路阳光科创中心一期 A 座 3502 及南山区南新路阳光科创中心一期 A 座 3503（以下合称“目标房屋”）出租给乙方；目标房屋不动产权证所登记的房屋用途为产业研发。
- 1.2. 签署本合同前，甲方已向乙方出示目标房屋的不动产权证书，编号为：粤（2017）深圳市不动产权第 0016148 号及粤（2017）深圳市不动产权第 00161435 号，以及甲方和目标房屋的所有权人深圳市厚华投资有限公司所签署的《阳光科创中心房屋租赁合同》（合同编号：HHTZ20181218）及《阳光科创中心房屋租赁合同补充协议》（合同编号：HHTZ20181219），前述合同中所有权人已授权甲方有权向乙方转租目标房屋。

第 2 条 租赁用途

- 2.1. 乙方承租目标房屋必须按房产证所示用途使用，并保证遵守国家和深圳市相关法律法规以及物业管理的规定使用房屋。
- 2.2. 乙方承诺本合同签署后未经甲方书面同意不得擅自改变上述房屋的使用用途。

- 2.3. 乙方确认：在承租前已经清楚和了解目标房屋的现状、周边环境、使用功能等与目标房屋有关的真实情况，对目标房屋的现状及使用无任何异议，乙方拟租赁目标房屋作为经营管理运营办公室之用。如因政府政策调整及法律法规变化导致乙方无法将目标房屋用于此用途，双方应友好协商解除本合同且互不承担任何责任。

第3条 租赁期限及交付

- 3.1. 目标房屋租赁期限为2年，自2023年12月30日（以下简称“起租日”）至2025年12月29日止。

3.2. 免租期

×乙方享有 月的免租期（含在租期内），具体时间为 年 月 日至年 月 日。在该期间，乙方无需向甲方支付租金，但需承担除租金外的水、电、燃气、物业管理费等所有费用。免租期满，不论乙方是否使用目标房屋，均应当按照本合同约定支付租金。

√乙方不享有免租期，自起租日起开始计算租金、管理费及其他各项费用。

- 3.3. 甲方将在起租日前将目标房屋以精装修现状交付乙方使用，乙方应及时接收目标房屋及相关设施设备。
- 3.4. 双方一致确认，若双方未签署《房屋交付确认书》但乙方已进场实际使用目标房屋的，视为目标房屋交付已完成。

第4条 租金及支付

- 4.1. 乙方同意，自起租日起目标房屋首年月租金为人民币（币种下同）90,000.00元（大写：玖万元整），租赁期内具体租金保持不变。
- 4.2. 租赁期内本合同所约定的租金均为☐不含税价格/√含税价格，如遇国家税率调整，含税价不变。
- 4.3. 乙方应于起租日前一次性支付首月租金人民币合计90,000.00元（大写：玖万元整），后乙方应于每月30日前支付下月租金。租期不满一个月的，以实际租赁天数计付租金（计费标准为：日租金=当月租金/自然月天数）。甲方应在收到每月足额租金后及时向乙方开具足额的增值税专用发票。
- 4.4. 甲方指定的收款帐户信息如下（若乙方以其他方式支付需征得甲方书面同意）：

开户名称：深圳市枫叶酒店投资有限公司

开户银行：民生银行深圳深圳湾支行

账 号：171570314

- 4.5. 甲乙双方在租赁期限内不得以任何理由调整租金。如甲方根据本合同的约定向乙方出租的房屋实际面积高于或低于本合同约定的，租金仍维持不变，不作调整。

第5条 租赁保证金及其他费用

- 5.1. 乙方同意，乙方应于起租日前向甲方一次性支付租赁保证金。租赁保证金为相当于月租金标准2个月租金的金额，人民币合计 180,000.00 元(大写：壹拾捌万元整)，甲方收取足额租赁保证金后向乙方出具收款收据。
- 5.2. 租赁保证金在下列条件全部成就后，除依据本合同约定所确认的用于冲抵乙方尚未支付的租金、违约金、赔偿金及其他费用外，剩余部分甲方应无息返还至乙方指定账户：
- (1) 租赁关系终止；
 - (2) 乙方不存在未支付租金、违约金、赔偿金或其他费用的情况；
 - (3) 乙方未对目标房屋造成损坏或已经将损坏的房屋修复，并按照本合同约定的方式将目标房屋（包括附属设施）交还给甲方；
 - (4) 乙方使用目标房屋地址办理工商注册的，已将工商注册地址迁移，并办理完毕法律及政府规定的其他手续的。
- 5.3. 租赁期间，有关目标房屋的水费、电费、煤气费、网络费、电话费、停车费、物业管理费、卫生费等因使用租赁物业而产生的一切费用均由乙方承担。乙方在甲方交付目标房屋的当天须与物业管理公司另行签订相关的《物业管理协议》并切实履行，按物业管理公司的规定及收费标准按时缴纳相关费用，否则因此产生的滞纳金、违约金及相关法律后果均由乙方自行承担，与甲方无关。

第6条 房屋装修使用要求和维修责任

- 6.1. 租赁期间，甲方保证目标房屋处于正常可使用和安全的状态，如因甲方原因导致的目标房屋受损及原有附属设备受损或故障的，由甲方负责维修。甲方应在收到乙方通知后 7 日内完成维修。若甲方逾期不维修或没有给予答复的，乙方可委托有相关维修施工资质的第三方代为维修，费用由甲方承担，乙方有权从下个月应付租金中扣除。若乙方拒绝甲方维修或在拒绝甲方维修的情况下自行维修或由第三方维修的，由此产生的安全责任、人

身损害以及法律责任等损失均由乙方自行承担。

- 6.2. 租赁期间，乙方应合理使用并保持目标房屋及原有附属设备设施处于良好可使用状态（正常使用磨损和自然损耗除外），非甲方原因导致的房屋受损及原有附属设备受损或故障的，乙方应于 2 日内书面通知甲方，并委托具有相应资质的单位进行维修。乙方未按本条约定履行有关义务或拒绝维修的，由此产生的安全责任、人身损害以及法律责任等损失均由乙方自行承担，且甲方可以委托第三方代为维修，费用由乙方承担，乙方拒绝支付的，甲方有权直接从租赁保证金中扣除上述费用，若租赁保证金不足以扣除的，乙方须在收到甲方书面通知之日起 3 日内向甲方补足租赁保证金。
- 6.3. 租赁期间，乙方需对目标房屋进行装修或增减设施设备的，具体装修材料及方案需符合国家关于消防、建筑等规范要求并取得甲方和物业公司书面同意，根据法律法规须取得有关部门批准的，还须取得有关部门批准后方可进行，由此产生的包括但不限于装修、改建、设备材料、税费及政府收费等一切费用及相关责任均由乙方承担。否则乙方不得擅自或允许他人对目标房屋及其装修、附属设施设备（包括但不限于线路、排水、消防、室内外外观及现有装潢）进行任何改建、增建或增设。如因乙方违反上述约定引起的一切经济损失和法律责任由乙方自行承担，且甲方有权要求乙方赔偿其实际遭受的损失。
- 6.4. 甲方有权对目标房屋及附属设备设施进行不定期的检查、维护，但应提前 3 日书面通知乙方，乙方应予配合。甲方根据本条款进入目标房屋进行检查及维护不得影响乙方正常运营，否则乙方有权拒绝甲方。
- 6.5. 乙方自行装修、增建或改建的部分房屋，及乙方自行增添的设施设备及装潢材料，由乙方自行维护维修保养并承担安全责任。乙方装修施工或使用自行添置的设施设备及装潢材料发生故障产生的包括但不限于人身伤害、财产损失、索赔、诉讼等一切后果由乙方自行承担。若乙方未经甲方及物业公司书面同意或未获得政府有关部门的批准、超出批准范围或委托不具有相关装修施工资质的单位进行装修、改建或增添设施设备的，甲方有权即时单方面解除本合同，同时要求乙方将房屋恢复至原状后返还，因此造成的一切经济损失和法律责任由乙方自行承担，且甲方有权要求乙方赔偿其实际遭受的损失。
- 6.6. 如乙方发现目标房屋内相关附属设备设施有超过使用期限或者已到达报废期的，乙方应及时书面告知甲方，甲方在收到书面通知后对该附属设备设施进行检查，若确定超过使用期限或到达报废期的应及时更换相关附属设

备设施；若乙方未及时通知甲方，继续使用目标房屋内相关附属设备设施的，视为乙方违规操作目标房屋相关附属设备设施，由此产生的安全责任、人身损害以及法律责任等损失均由乙方自行承担。

第7条 房屋返还

- 7.1. 租赁期限满或本合同解除（终止），双方应于租赁期限到期前或本合同解除（终止）之日内或之前完成相关费用的结算以及目标房屋设备设施的验收和移交手续，完成后乙方应及时腾空清理完毕后返还目标房屋。租赁期间除乙方根据本合同第6.3条所做的装修改动外，其他的装修改动乙方应当负责恢复原状并承担相应费用，否则甲方有权自行恢复原状，相关费用由乙方承担，且有权要求乙方赔偿甲方实际遭受的损失。乙方自行添置的可分离、可移动的设备设施及家具器具等，乙方拥有自由处置权。
- 7.2. 乙方返还目标房屋时，如甲方发现目标房屋或附属设施设备损坏的（自然损耗除外），或者乙方根据本合同第6.3条所做的装修改动导致目标房屋或附属设施设备无法正常使用的，乙方应在返还目标房屋前负责修理完毕并确保目标房屋或附属设施设备得以正常使用，否则视为乙方违约，甲方有权委托第三方修理，相应费用由乙方承担；无法修理的，甲方可以要求乙方赔偿其实际遭受的损失，甲方有权从租赁保证金中直接扣除上述费用，若保证金不足以扣除的，甲方有权要求乙方补足。
- 7.3. 租赁期限届满或本合同解除（终止），如果乙方逾期返还目标房屋或乙方返还目标房屋后仍有遗留物品未及时清理的，视为乙方放弃目标房屋内乙方设施设备的所有权，甲方有权自行或会同物业管理公司等第三方进入目标房屋并可以自行处置目标房屋内的物品及设施设备，甲方对因此而引起的损坏及乙方之损失概不负责，甲方因处理乙方遗留物品产生的费用，有权要求乙方承担。
- 7.4. 租赁期间，乙方在未征得甲方书面同意且未对房屋及附属设施设备进行清点验收的情况下提前迁出目标房屋，致使目标房屋未经甲方书面同意而被第三方占据的，乙方应对该第三人占据或使用目标房屋所产生的一切费用及导致目标房屋及附属设施设备损坏承担赔偿责任，甲方有权即时单方面解除本合同，同时要求乙方将目标房屋恢复至原状后返还，因此造成的一切经济损失和法律责任由乙方自行承担，且甲方有权要求乙方赔偿其实际遭受的损失。
- 7.5. 目标房屋返还时，双方应当对房屋和附属物品、设施设备及水电气等使用情况进行交验，并另行签署《房屋交还确认书》。

第8条 转租、转让、交换和续租

- 8.1. 租赁期间，乙方如需将目标房屋全部或部分转租他人的，需提前书面告知甲方并得到甲方书面同意后方可转租，但乙方的转租期限不得超过本合同约定之剩余租赁期限；甲方将与新承租人签署新的租赁合同，本合同终止。转租期间内引起的劳动、经济等纠纷与甲方无关，因此造成的一切经济损失和法律责任由新承租人自行承担。
- 8.2. 租赁期间，若乙方擅自转租他人的，则视为乙方违约，甲方有权即时单方面解除本合同并收回目标房屋，因此造成的一切经济损失和法律责任由乙方自行承担，且甲方有权要求乙方赔偿其实际遭受的损失。
- 8.3. 乙方同意：在不影响乙方依据本合同享有权利义务的前提下，租赁期内甲方有权自主转让目标房屋全部或部分产权和抵押目标房屋，并有权自主地与抵押权人协议以折价、变卖或其他方式处置目标房屋，为此乙方不可撤销地、无条件地放弃甲方按照签署约定转让、抵押和以其他方式处置目标房屋而可能获得的任何权利，包括但不限于获得通知的权利及任何优先购买权。甲方保证通知受让方继续履行本合同。乙方必须配合甲方的相关移交工作，并与受让方重新签订租赁合同，如乙方拒不配合与受让方重新签订租赁合同的，甲方有权即时单方面解除本合同并收回目标房屋，因此造成的一切经济损失和法律责任由乙方自行承担，且甲方有权要求乙方赔偿其实际遭受的损失。
- 8.4. 乙方如需续租，应在租期届满前，提前3个月向甲方提出续租的书面申请并重新签订租赁合同，同等条件下乙方享有优先续租权。乙方未在租期届满3个月前向甲方提出书面申请并重新签订租赁合同，视为乙方放弃同等条件下优先续租权，且乙方同意甲方有权在事先通知乙方的前提下，在合理时间陪同可能的意向新承租人参观或勘察目标房屋，甲方根据本条款进入目标房屋不得对乙方正常经营造成影响。

第9条 甲方义务

- 9.1. 甲方应按本合同约定向乙方提供可以正常使用的目标房屋。
- 9.2. 除本合同约定甲方可以行使的权利外，甲方应保证乙方正常的经营环境，不得干扰或妨碍乙方的正常、合理的经营活动。
- 9.3. 租赁期内甲方如需对目标房屋进行改建、增建、扩建或装修，或者更换设备设施的，需事先征得乙方同意。
- 9.4. 甲方应配合乙方办理与目标房屋相关的经营备案手续，包括工商登记、房

屋租赁登记备案等。

第 10 条 乙方义务

- 10.1. 租赁期间，乙方应当按本合同约定，正常、合理地使用目标房屋及其附属设施，安全用水、用电，未经甲方同意，不得擅自改变目标房屋的用途。
- 10.2. 乙方应保持目标房屋及装修、设施设备等的清洁完好及可使用状态，不得污损或毁坏公共部位及其设施设备，乙方不得在公共道路或公用部位放置垃圾及其他物品以致影响他人正常生活工作。
- 10.3. 乙方应确保在法律许可范围内进行日常经营办公，并对其雇员、代理、承包商、经其许可进入的人员的一切行为负责，保证该等人员及乙方自身不实施任何违反本合同约定的乙方义务及有损目标房屋所在物业良好形象的行为，不得干扰或妨碍其他租户或使用者的正常工作和生活。该等人员的行为视同为乙方的行为，若对甲方和第三方构成妨害的，甲方有权责令乙方整改或停止营业，由此产生的一切法律责任和经济损失均由乙方承担，包括但不限于相关部门对甲方的罚款、相关处罚以及因此产生的一切损失。
- 10.4. 乙方应在合法范围内使用目标房屋，不得用以实施违法犯罪行为及进行展览、派发、摊卖任何商品或进行其他宣传营销活动；不得生产、储存、经营易燃易爆、放射性等危险用品。
- 10.5. 乙方应在合法范围内使用目标房屋并合法经营，不损害社会公共利益，如乙方经营需要特殊行业许可资质的，乙方经营应征得甲方同意并具备有效的资质。
- 10.6. 租赁期间，乙方应按有关法律法规积极配合相关政府部门提供相关文件及资料，否则，因乙方不配合所产生的一切法律责任和经济损失均由乙方承担，包括但不限于相关部门对甲方的罚款、相关处罚以及因此产生的一切损失。

第 11 条 合同的变更、解除和终止

11.1. 租赁期限内有下列情形之一的，本合同终止，双方互不承担责任：

- (1) 目标房屋占用范围内的土地使用权被政府依法提前回收；
- (2) 甲方已提前 3 个月通知乙方目标房屋因社会公共利益或城市建设需要等原因被依法征收征用或因城市更新等原因依法纳入拆迁范围；
- (3) 因地震、火灾等不可抗力致使目标房屋毁损、灭失或被鉴定为危险房屋不能使用；

(4) 因政策法规变更导致目标房屋出现法律法规禁止出租的其他情况。

11.2. 有下列情形之一的视为违约，守约方可书面通知违约方解除本合同：

- (1) 甲方未按时交付目标房屋，经乙方催告 30 日内仍未交付；
- (2) 甲方交付的目标房屋存在缺陷，影响乙方实际使用的；
- (3) 甲方在租赁期内将已出租给乙方的目标房屋，在未解除租赁关系的同时又另行租给第三方；
- (4) 租赁期内甲方自主转让目标房屋，乙方拒不配合与房屋受让方重新签订租赁合同；
- (5) 目标房屋符合约定交付标准前提下，乙方无正当理由拒绝签署《房屋交付确认书》；
- (6) 乙方违反本合同约定擅自将目标房屋转租他人；
- (7) 乙方未事先经甲方书面同意擅自改变目标房屋用途的或超出法律许可范围经营或违法经营；
- (8) 乙方不依约按时支付租金或物业管理费等本合同约定的其他费用逾期达 15 日，或不依约按时支付或不补足租赁保证金逾期达 5 日；
- (9) 甲方或乙方未按照或拒绝按照本合同约定的履行目标房屋使用、维修、保养义务；
- (10) 乙方依法破产清算的或其他行为表明乙方无法履行合同义务；
- (11) 乙方未征得甲方书面同意且未对目标房屋及附属设施设备清点验收的情况下提前迁出目标房屋，致使目标房屋被未经甲方书面同意的第三方占据或使用；
- (12) 乙方未征得甲方和物业管理公司书面同意或未经有关政府部门批准对目标房屋进行改建、增建扩建、隔断、改变房屋主体结构或装修装饰的或者超出许可或甲方及物业管理公司同意范围。

第 12 条 法律责任

12.1. 本合同生效后，双方应全面履行本合同，任何一方违反本合同约定构成违约的，应承担相应的违约责任，违约金不足以弥补对方损失的，守约方有权向违约方追偿。

12.2. 租赁期间内，任何一方需提前解除本合同的，应至少提前 30 日书面通知对

方，解约方应以产生的最近一期租金为标准计算并向另一方支付相当于 2 个月租金的违约金。

12.3. 任何一方违约或依据本合同第 11.2 条解除本合同的，按照本合同第 14 条的约定向对方送达《解除合同通知书》时，本合同解除，同时守约方有权要求违约方以产生的最近一期租金标准支付相当于 2 个月租金的违约金，并有权要求违约方赔偿其全部损失。

12.4. 因甲方原因造成目标房屋延迟交付的，租期及免租期相应顺延。因乙方原因造成房屋延迟交付或乙方逾期接收的，则甲方有权视为已在约定的交付时间完成交付。

12.5. 租赁期间内，若乙方逾期支付租金、租赁保证金、物业管理费、水费、电费、煤气费或其他费用且逾期支付已超过 7 日的，自第 8 日起，每逾期 1 日，乙方应当按照逾期金额的 2 倍向甲方支付违约金并承担相应的法律责任，同时自逾期第 8 日起，甲方有权自行或委托物业管理公司等第三方采取包括但不限于停水、停电、更换门禁卡授权、门锁、扣留乙方设备物品等措施，直至乙方支付完毕为止，对此造成的一切损失由乙方自行承担，与甲方无关。

12.6. 甲方依据本合同第 11.2 条的约定解除本合同的，乙方应在甲方约定的时间内腾空目标房屋并结清租金、租赁保证金、物业管理费、水费、电费、煤气费、卫生费等其他费用，否则，甲方将按本合同第 7.3 条的约定执行。

第 13 条 特别约定

13.1. 甲方应负责为目标房屋及相关附属设施投财产保险，乙方应负责为依照本合同约定进行的装修、添置的设施设备投财产保险。若发生保险理赔，任何一方根据投保的保险合同进行保险理赔，双方互不承担赔偿责任。任何一方未按约定购买保险的，发生保险事故后，所产生的损失以及赔偿责任由该方自行承担。

13.2. 租赁期间，乙方应对目标房屋范围内人员及设施设备履行防火防盗等安全保障义务。如因乙方未履行本条义务而导致人身伤害或安全事故等造成任何损失，均由乙方自行承担。

13.3. 租赁期间，乙方经甲方及物业管理处书面同意且符合相关部门审批范围通过包括但不限于装饰装修、改建扩建等形成的附着建筑物，在租赁期满或本合同因任何原因终止、被确认无效的，其所有权均归甲方所有，甲方无需给予乙方任何补偿或赔偿。如甲方要求乙方恢复原状的，乙方应无条件复

原并承担相应费用，因拆除造成房屋毁损的，乙方应当恢复原状，甲方有权要求乙方赔偿相关损失。恢复工期超出租赁期限的，则按本合同第 7.3 约定执行。乙方拒不恢复的，视为违约；因乙方违约导致甲方自行恢复的，甲方有权直接从租赁保证金中扣除所需费用，若租赁保证金不足以扣除的，乙方予以补足，若还造成其他损失的，均由乙方承担赔偿责任。

13.4. 本合同生效后，甲方应向主管部门申请目标房屋的租赁备案登记，乙方应予以配合，若监管部门要求双方需重新签署标准版的《深圳市房屋租赁合同书》（以下简称“备案合同书”），双方将另行签署，但实质条件应当与本合同保持一致。双方应于备案合同书签署之日起 5 日内提供备案所需的全部材料办理备案手续，但备案合同书不作为双方履行目标房屋租赁事宜的依据，双方办理租赁备案所产生的相关费用由双方各自承担。备案合同书经登记备案后，凡变更、解除和终止本合同的，由乙方协助甲方负责在本合同变更、解除和终止之日起 10 日内，向原登记机构办理备案合同书的变更、解除和终止手续。

13.5. 租赁期间，如因政府部门责令整改或行政处罚责令停止使用等导致该租赁物业无法正常使用，乙方及时告知甲方，双方应协商整改处理方案，协商不成的，双方一致同意解除本合同，互不承担任何责任。

13.6. 乙方同意，如遇台风天、火警等危急情况或其他需紧急维修的情况，但又无法通知乙方或虽通知但乙方不能在场时，甲方及其代表有权未经乙方批准，自行或会同物业管理处等第三方进入目标房屋处理紧急情况及保护财物，由此给乙方造成的损失，甲方免责。

第 14 条 通知与送达

14.1. 双方约定以专人递送、邮寄、电子邮件、微信、短信以及留置方式发送通知，双方确认其有效送达地址如下：

甲方送达地址：√ 同首部通讯地址

☐ 其他地址_____

☐ 电子信箱 ☐ 微信号 ☐ 手机号_____

乙方送达地址：√ 同首部通讯地址

☐ 其他地址_____

☐ 电子信箱 ☐ 微信号 ☐ 手机号_____

上述地址如有变更，应当书面通知对方，否则仍视上述地址为有效地址。一

方给另一方的通知或文件以专人递送的，派件方取得的收件人签收单所示日期为送达日。以邮寄方式发出的，以收件人签收日为送达日，如按上述地址邮寄文件被退回的，退回之日视为送达日；以电子邮件、微信或短信方式发出的，发出日即视为送达日；以留置方式发送通知的，甲方自行或会同物业管理公司等第三方见证，并采用拍照、录像等方式记录送达过程，即视为有效送达。

14.2. 如通过上述方式无法送达的，在租赁期限前，甲方向目标房屋所在地发送的通知应当视为有效送达。

第 15 条 争议解决

15.1. 双方在解释或者履行本合同过程中发生争议的，应尽量通过友好协商解决；如果协商不能解决，任何一方均可向目标房屋所在地的人民法院起诉。

15.2. 在解决争议期间，除争议事项外，双方应继续履行本合同所规定的其他各项条款。

第 16 条 其他

16.1. 本合同未尽事宜双方可另行签订补充协议作为附件，附件为本合同的有效组成部分，与本合同具有同等法律效力。

16.2. 本合同一式贰份，双方各执壹份，具有同等法律效力。

16.3. 本合同自甲、乙双方签章之日起生效。

（以下无正文，为签署页）

(本页无正文，为签署页)

甲 方 (盖章): 深圳市枫叶酒店投资有限公司

授权代表 (签字):


李昭强

签约日期:

2023年12月29日

乙 方 (盖章): 深圳市尔瑞投资有限公司

授权代表 (签字):


赖元瑞

签约日期: 2023年12月29日

DATE: 4 January 2024

CHINA APEX GROUP LIMITED
(as Company)

AND

KGI ASIA LIMITED
(as Placing Agent)

PLACING AGREEMENT
relating to the placing of up to
16,733,000 new shares in the share capital of
CHINA APEX GROUP LIMITED

THIS AGREEMENT is made on the 4th day of January 2024

BETWEEN:

1. **CHINA APEX GROUP LIMITED**, a company incorporated in the Cayman Islands and whose registered office is situated at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands and its principal place of business in Hong Kong at Suite 10A and 10B, 15/F., Nine Queen's Road Central, Central, Hong Kong (the "**Company**"); and
2. **KGI ASIA LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered address at 41st Floor, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong (the "**Placing Agent**").

WHEREAS:

- (A) As at the date of this Agreement, the Company has an authorised share capital of HK\$20,000,000 divided into 2,000,000,000 Shares (as defined hereinafter) of HK\$0.01 each and an issued share capital of HK\$5,577,648 divided into 557,764,800 Shares. All the issued Shares are currently listed on the Main Board of the Stock Exchange (as defined below) (Stock Code: 2011).
- (B) At the annual general meeting of the Company held on 27 June 2023, an ordinary resolution was passed pursuant to which a general mandate (the "**General Mandate**") was unconditionally given to the directors of the Company to allot, issue and deal with new Shares of up to 20% of the aggregate number of the issued Shares as at the date of passing of the resolution, i.e. up to 111,552,960 new Shares. No new Shares have been issued under the General Mandate since its grant on 27 June 2023.
- (C) The Company proposes to issue the Placing Shares (as defined hereafter) for subscription and the Placing Agent has agreed to procure, as placing agent of the Company, the Placees (as subscribers) (as defined below) to subscribe for the Placing Shares on a best effort basis on and subject to the terms and conditions of this Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following expressions (except where the context otherwise requires) shall have the respective meanings set out below:

“acting in concert”	has the meaning ascribed to it in the Codes on Takeovers and Mergers issued by the SFC
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“Affiliate”	in relation to a party, a corporation or any other form of entity directly or indirectly controlling, controlled by or under common control with such party
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“Agreement”	this placing agreement (as may be amended or varied from time to time by an agreement in writing duly executed by the parties hereto)
“Announcement”	the announcement in relation to the Placing proposed to be issued by the Company as soon as practicable following the execution of this Agreement
“associate”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of directors of the Company
“Business Day”	any day (not being a Saturday, Sunday or public holiday in Hong Kong or any day on which a tropical cyclone warning no. 8 or above or a black rainstorm warning signal is issued in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. on weekdays) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours and the Stock Exchange is open for business of dealing in securities throughout its normal trading hours
“CCASS”	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited
“Companies Ordinance”	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) for the time being in force
“Companies (WUMP) Ordinance”	the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) for the time being in force
“Completion”	completion of the Placing as provided in Clause 6
“Completion Date”	a date falling within five Business Days following the conditions set out in Clause 3.1 in this Agreement being fulfilled or such later date as may be agreed between the Company and the Placing Agent in writing
“connected person”	has the meaning as ascribed to it under the Listing Rules
“Group”	the Company and its subsidiaries

“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Placee(s)”	any individual(s), corporate, institutional investor(s) or other investor(s) procured and selected by the Placing Agent to subscribe for any of the Placing Shares pursuant to the Placing Agent’s obligations hereunder, subject to compliance with Clause 2.3
“Placing”	the offer by way of private placing of the Placing Shares by or on behalf of the Placing Agent to the Placee(s) on the terms and subject to the conditions set out in this Agreement
“Placing Letter”	the letter in such form to be determined by the Placing Agent to be sent to the proposed Placee(s) whom the Placing Agent has procured to subscribe for any of the Placing Shares
“Placing Price”	the price of HK\$1.21 per Placing Share
“Placing Shares”	up to 16,733,000 new Shares to be allotted and issued by the Company pursuant to the terms and conditions of this Agreement which will rank pari passu in all respects with the Shares in issue as at the date of allotment of the Placing Shares and each, a “Placing Share”
“SFC”	the Securities and Futures Commission of Hong Kong
“Shares”	ordinary shares of HK\$0.01 each in the share capital of the Company and each, a “Share”
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent

1.2 Words and expressions defined in the Companies Ordinance shall unless the context otherwise requires have the same meanings in this Agreement.

1.3 In this Agreement, including the Recitals:

- (1) references to recitals and clauses are to recitals and clauses of this Agreement;
- (2) a reference to a statute or statutory provision includes a reference:
 - (a) to that statute or statutory provision as from time to time modified or re-enacted;
 - (b) to any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (c) to any subordinate legislation made under the relevant statute;
- (3) references to the singular include references to the plural and vice versa;
- (4) references to any gender include references to all genders;
- (5) references to persons include references to bodies corporate, unincorporated associations and partnerships; and
- (6) headings to clauses are for convenience only and do not affect interpretation of this Agreement.

2. APPOINTMENT OF THE PLACING AGENT

- 2.1 The Company hereby appoints the Placing Agent to the exclusion of all others as its sole placing agent of the Placing, upon and subject to the terms and conditions of this Agreement, and the Placing Agent, relying on the representations, warranties and undertakings on the part of the Company contained herein, agrees to act as the Company's placing agent to procure the Placees to subscribe, at the Placing Price (together with brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares to be borne and payable by the Placees) for the Placing Shares on a best effort basis on and subject to the terms and conditions set out in this Agreement. The Placing Shares shall be offered by way of Placing Letter by the Placing Agent to the Placee(s) (other than as agreed between the Placing Agent and the Company). The Placing Agent may in turn, at its own expenses, appoint its sub-placing agent(s) to procure the Placee(s) to subscribe for the Placing Shares. Subject as specifically provided in this Agreement, any transaction properly and lawfully carried out by the Placing Agent (or its sub-placing agent(s)) pursuant to this Agreement shall constitute a transaction carried out by the Placing Agent (or its sub-agent) at the request of the Company and as its agent and not on account of or for the Placing Agent (or its sub-agent). Save and except for any loss or damage arising out of any fraud, wilful default or gross negligence on the part of the Placing Agent, the Placing Agent shall not be responsible or liable for any loss or damage to any party in connection with the Placing or arising from any such transaction or for any alleged insufficiency of the price at which the Placing Shares are sold hereunder.

- 2.2 The Placing Agent shall procure not less than six (6) Placees on a best effort basis for the subscription of the Placing Shares at the Placing Price unless otherwise agreed by the Company.
- 2.3 The Placing Agent will use its reasonable endeavours to ensure that the Placee(s) (and where applicable, their ultimate beneficial owners) to be procured by or on behalf of the Placing Agent shall be independent of, and not connected with or acting in concert with, the Company, its connected persons, including the substantial shareholders and directors of the Company, and any of their respective associates.
- 2.4 The Placing Agent undertakes to the Company that it will:
- (1) procure the Placee(s) only in the course of communications with them over the telephone and without the despatch of documents until after legally binding commitments (which shall in all cases be conditional on the condition set out in Clause 3.1 of this Agreement to the extent that such condition has not been satisfied) to subscribe for the Placing Shares have been obtained from each Placee(s) in the course of such communications; and
 - (2) confine all statements it makes during the course of these communications strictly within the limits of the information contained in the Announcement.
- 2.5 The Placing Agent shall require any of its sub-placing agent(s) to or through whom it may effect the Placing or offer or sell any Placing Shares to comply with this Clause 2.
- 2.6 The Company hereby confirms that the appointment pursuant to this Agreement confers on the Placing Agent in accordance with the provisions hereof all powers, authorities and discretions on its behalf which are necessary for, or reasonably incidental to, the Placing (including the power and authority to delegate its functions hereunder to any other person(s) to act as agent(s) of the Placing Agent), and hereby agrees to ratify and confirm everything which the Placing Agent properly and lawfully does or has done in the exercise of such powers, authorities and discretion in accordance with the terms of this Agreement. The Company hereby further acknowledges that the Placing Agent in performing its obligations and functions under this Agreement is authorised to appoint one or more sub-placing or selling agents to be its delegates in respect of all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company).

3. CONDITIONS

- 3.1 Completion is conditional upon fulfilment of the following conditions precedent:
- (a) the Listing Committee of the Stock Exchange granting the approval for the listing of, and the permission to deal in, the Placing Shares and such listing and permission not subsequently being revoked;
 - (b) all necessary consents and approvals to be obtained on the part of the Company in respect of this Agreement and the transactions contemplated hereunder having been obtained;

(c) there shall not have occurred any material breach or any event which renders any of the representations, warranties or undertakings by the Company under this Agreement untrue, inaccurate or misleading; and

(d) this Agreement not being terminated by the Placing Agent pursuant to Clause 11.

3.2 The Company shall use its best endeavours to procure the satisfaction of the conditions set out in Clause 3.1 on or before 19 January 2024 or such later date as agreed between the Company and the Placing Agent in writing (“**Long Stop Date**”), but if any of the conditions shall not be so satisfied, all rights, obligations and liabilities of the Placing Agent and of the Company hereunder shall cease and determine and none of the parties hereto shall have any claim against the other in relation thereto (save in respect of (i) any antecedent breach of any obligation under this Agreement; and (ii) any liabilities under Clauses 9.2(2), 9.4 and 10).

3.3 As soon as reasonably practicable by the day which is the third Business Day before the Long Stop Date, the Placing Agent will use reasonable endeavours to deliver to the Company and the Stock Exchange (and/or the SFC, if requested) details of the Placee(s) procured on a best effort basis to subscribe for the Placing Shares including, inter alia, their names and addresses and the number of Placing Shares which they have respectively agreed to subscribe, and (if requested by the Stock Exchange and/or the SFC) together with acknowledgments signed by each of the Placees confirming, inter alia, that such Placee (and any of such Placee’s nominees or beneficial owners) is independent of and not connected with or acting in concert with the Company and any of its connected persons, including the substantial shareholders and directors of the Company, or any of their respective associates.

4. ANNOUNCEMENT

4.1 The Company shall release the Announcement for publication as soon as practicable after execution of this Agreement.

4.2 Subject to any requirements or requests of the Stock Exchange, the SFC or other regulatory authorities and save to the extent as permitted by law, none of the parties hereto shall, directly or indirectly, make any announcement or communication other than the Announcement in relation to this Agreement or any matter ancillary thereto without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

5. LISTING

The Company undertakes to the Placing Agent that it will apply to the Stock Exchange for the listing of, and the permission to deal in, the Placing Shares and the Placing Agent agrees to, or procure its sub-placing agent(s) to, sign any documents or take any action as may be required in connection with such application for the listing of, and the permission to deal in, the Placing Shares (including but not limited to promptly supply to the Stock Exchange and/or the SFC such information as may be requested by the Stock Exchange and/or the SFC).

6. COMPLETION

6.1 Completion shall take place at 12:00 noon at the principal place of business of the Company in Hong Kong on a day which is within five Business Days after the fulfillment of the conditions precedent set out in Clause 3 (or such other date and place as the parties hereto may agree in writing).

6.2 At Completion:

- (1) the Placing Agent (or its nominees or agents) shall, upon receipt of the Placing Shares from the Company in the manner as set forth in Clause 6.2(2) below, pay the Company by way of a cashier order or telegraphic transfer or electronic transfer or bank transfer to the bank account of the Company (and such bank account shall be notified by the Company in writing to the Placing Agent at least two Business Days prior to the Completion Date) an aggregate amount equivalent to the aggregate Placing Price for all the Placing Shares successfully placed by the Placing Agent less all fees and expenses payable by the Company under Clause 9;
- (2) the Company shall allot and issue, and credited as fully paid, the Placing Shares to the Placee(s) or their respective nominee(s) in accordance with the details delivered by the Placing Agent to the Company pursuant to Clause 3.3 and shall promptly thereafter register such Placee(s) or their respective nominee(s) as holders of the Placing Shares; and
- (3) the Company shall deposit the Placing Shares to the designated stock account of the Placing Agent or deliver or cause to be delivered to the Placing Agent the share certificates in respect of the Placing Shares placed by it (each in a form complying with the Listing Rules) in favour of the persons so registered pursuant to Clause 6.2(2) and in accordance with their respective entitlements thereto or, where the Placing Agent has designated an investor participant or CCASS participant stock account for deposit of the Placing Shares, evidence that such documents and instructions required to effect the crediting of such Placing Shares in favour of the persons so registered have been signed or given, as the case may be.

7. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

7.1 The Company represents and warrants to the Placing Agent that:

- (1) each member of the Group (i) has been duly incorporated and is validly existing under the laws of the jurisdiction of its place of incorporation and establishment, and (ii) has the requisite power, right and authority to own, use and lease its assets and to conduct its business and is duly qualified to transact business and to own, use or lease its property in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such qualification, and no order has been made, petition filed or resolution passed for its winding up, 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;

- (2) the entire existing issued share capital of the Company is listed and will continue to be listed on the Main Board of the Stock Exchange at Completion and there is no circumstance whereby such listing will be suspended, cancelled or revoked;
- (3) subject to the fulfilment of the conditions set out in Clause 3.1, the Company has full power and authority to issue the Placing Shares, and all authorisations, approvals, consents and licences required by it have been obtained and are in full force and effect, in each case, to permit the entry by the Company into this Agreement and the due performance by the Company of its obligations hereunder and to permit the Placing to be undertaken in the manner set out herein, and this Agreement will, when executed, constitute binding obligations on the Company in accordance with its terms and conditions;
- (4) all statements of fact (other than those relating to the Placing Agent) contained in the Recitals of this Agreement and the Announcement are true, accurate and not misleading in all or any material respects;
- (5) the Placing Shares, when issued and fully paid up, will rank pari passu in all respects with the existing Shares in issue as at the date of allotment and issue of the Placing Shares and the Placing Shares, when issued, will be free from all liens, charges, pledges, encumbrances, claims, options and other third party rights (including but not limited to rights of pre-emption and rights of first refusal) of any nature whatsoever and will be issued and allotted together with all rights attaching thereto as at the date of allotment and issue of the Placing Shares;
- (6) to the best knowledge of the directors of the Company, neither the Company nor any of its subsidiaries is engaged in or the subject of any prosecution, material litigation, arbitration or governmental proceeding or investigation; to the best knowledge of the directors of the Company, no such prosecution, litigation, arbitration, proceeding or investigation is threatened or pending, nor are there any circumstances which may give rise to any such litigation, arbitration, proceeding or investigation, which will have an adverse impact on the Group taken as a whole.
- (7) to the best knowledge of the directors of the Company, the operations of the Group are and have been conducted at all times in compliance with all applicable laws, rules and regulations in each jurisdiction in which any member of the Group conducts business and no action, suit or proceeding involving any member of the Group with respect to any breach or non-compliance with any such laws, rules and regulations is pending, or to the best knowledge of the Company, threatened; and
- (8) the performance and compliance by the Company with all of the provisions of this Agreement, as well as the consummation of the transactions herein contemplated will not conflict with or result in a breach or violation of, or result

in any third party consent being required under, any of the terms or provisions of their constitutional documents or any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument, decree, regulation or law to or by which any member of the Group is a party or to which any of the property or assets of any member of the Group is subject, or any statute or any order, rule or regulation, including, without limitation, to the extent applicable the Listing Rules or any judgment, decree or order of any court or governmental agency or body having jurisdiction over any member of the Group or the property or assets of any member of the Group.

- 7.2 All the representations, warranties and undertakings set out in Clause 7.1 are given by the Company as at the date hereof and shall be deemed to be repeated by the Company on the Completion Date as if given or made on such date, with reference in each case to the facts and circumstances then subsisting. The Company undertakes that up to and until Completion to promptly notify the Placing Agent of any matter or event coming to its attention prior to the Completion Date which would or would be likely to render or have rendered any of the representations, warranties and undertakings made by it under this Agreement untrue, inaccurate or misleading in any material respect.
- 7.3 The Company acknowledges and agrees that in connection with the offering of the Placing Shares: (i) the Placing Agent has acted at arm's length and owe no fiduciary duties to the Company or any other person, (ii) the Placing Agent owes the Company only those duties and obligations set forth in this Agreement, and (iii) the Placing Agent may have interests that differ from those of the Company.

8. INDEMNITY

- 8.1 The Company agrees and undertakes to indemnify the Placing Agent, its Affiliates, person(s) lawfully appointed as sub-placing agent(s) pursuant to clause 2.1 and any of their respective officers, directors, employees, agents and authorised representatives which shall have been involved in effecting the Placing (together, the “**Indemnified Persons**” and each an “**Indemnified Person**”), against all or any losses, costs, expenses (including reasonable and proper legal fees), fees, claims, actions, liabilities, demands, proceedings or judgments (including, but not limited to, all such losses, costs, charges or expenses suffered or incurred or which may suffer or incur in disputing or defending any proceedings and/or in establishing its rights to be indemnified pursuant to this Clause 8 and/or in seeking advice in relation to any proceedings) brought or established against the Indemnified Persons by any Placee or by any governmental agency, regulatory body or other person which, in any such case, arises out of or in connection with any breach of any of the terms, undertakings, warranties and representations contained in this Agreement by the Company except for the Placing Agent's gross negligence, breach of this Agreement, fraud, bad faith or wilful default under this Agreement.
- 8.2 No claim shall be made against any Indemnified Person by the Company to recover any damage, cost, charge or expense which the Company may suffer or incur by reason of or arising from the carrying out by the Placing Agent of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing except for any loss or damage arising out of the Placing

Agent's gross negligence, breach of this Agreement, fraud, bad faith or wilful default under this Agreement.

- 8.3 The indemnities contained in Clauses 8.1 and 8.2 shall remain in full force and effect notwithstanding completion of the Placing in accordance with the terms hereof and shall extend to include all costs, charges and expenses which the Company or the Placing Agent and/or any of their respective officers, directors, employees, authorized representatives, servants or agents may reasonably incur or pay in disputing, settling or compromising any matter to which the indemnity might relate and in establishing the right to indemnification pursuant to this Clause in respect of any matter.

9. PLACING COMMISSION

- 9.1 In consideration of the services of the Placing Agent in relation to the Placing and provided that Completion occurs in accordance with Clause 6, the Company shall pay to the Placing Agent a commission of 1.75% of the aggregate Placing Price for the Placing Shares successfully placed by the Placing Agent in pursuance of its obligations herein, which the Placing Agent is hereby authorised to deduct from the payment to be made by it to the Company at Completion pursuant to Clause 6.2(1).

- 9.2 In addition to the placing commission referred to in Clause 9.1:

- (1) other than brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as may be payable to the Stock Exchange for the Placing Shares which shall be borne and payable by the Placees as specified in Clauses 2.1 and 9.3(2), the Company shall pay all fees payable to the Stock Exchange and the SFC arising from the creation and issuance of the Placing Shares in accordance with the terms of this Agreement, and all charges, fees and expenses of the Company's share registrar including (without limitation) their fees and expenses in allotting and issuing the Placing Shares and the issuance of definitive share certificates therefor; and
- (2) the Company shall bear all out-of-pocket expenses (including but not limited to fees charged in respect of CCASS transactions and the legal fees) reasonably and properly incurred by the Placing Agent in relation to the Placing (subject to the provision of official invoice), which, if ascertained at Completion and subject to the approval by the Company, the Placing Agent is hereby authorised to deduct from the payment to be made to the Company pursuant to this Agreement.

- 9.3 Without prejudice to the generality of Clause 9.2(1), the Company shall be responsible to pay all reasonable costs and expenses (including legal expenses) incurred by it in connection with:

- (1) the preparation and release of the Announcement and the negotiation, preparation and completion of this Agreement; and
- (2) the issue of the Placing Shares (excluding brokerage (if any), such transaction levy as may be payable to the SFC for the Placing Shares and such trading fee as

may be payable to the Stock Exchange for the Placing Shares, which shall be borne and payable by the Placees as specified in Clause 2.1).

- 9.4 Payment of the amounts referred to in Clause 9.2(2) to the extent they have been reasonably and properly incurred, shall be made by the Company to the Placing Agent whether or not Completion takes place.
- 9.5 The Company hereby acknowledges that, in addition to the commissions, costs, charges and expenses referred to in this Clause, the Placing Agent shall be entitled to keep for its own account any brokerage fee or commission that it may receive from the Placees.

10. UNDERTAKINGS BY THE PLACING AGENT

- 10.1 The Placing Agent represents, warrants and undertakes to the Company that:
- (1) it has full power to enter into and perform its obligations under this Agreement and this Agreement will, when executed, constitute binding obligations on the Placing Agent in accordance with its terms and conditions;
 - (2) in each jurisdiction in which the Placing Agent solicits subscription for the Placing Shares, the Placing Agent will do so in accordance with all relevant laws or regulations in force in such jurisdiction. The Placing Shares shall not be offered to or placed in circumstances which would constitute an offer to the public in Hong Kong within the meanings of the Companies (WUMP) Ordinance or in any other place or in any manner in which the securities laws or regulations of any place may be infringed;
 - (3) the Placing Agent will use its reasonable endeavours to ensure that the Placee(s) and their respective ultimate beneficial owners will be third party(ies) independent of, and not connected with or acting in concert with, the Company, its connected persons, including the substantial shareholders and directors of the Company, and any of their respective associates;
 - (4) the Placing Agent will make available and promptly supply, or use its reasonable endeavours to procure the relevant Placee(s) to make available and promptly supply, to the Stock Exchange and the SFC or any other regulatory authority all information in relation to the Placee(s) which may be required by the Stock Exchange, the SFC and/or any other regulatory authority;
 - (5) the Placing Agent will ensure the fulfillment and compliance of all applicable rules and regulations of the Stock Exchange in relation to its role as placing agent for the Placing, and, if required, will issue appropriate written confirmation of such fulfillment and compliance to the Stock Exchange, the SFC and/or any other regulatory authority;
 - (6) the Placing Agent will use its reasonable endeavours to ensure that none of the Placees to be procured by the Placing Agent or any of their respective associates will, immediately upon Completion, become a substantial shareholder (within the meaning of the Listing Rules) of the Company;

- (7) if the Placing Agent itself shall subscribe any of the Placing Shares unsubscribed by the Placees, the Placing Agent itself or any of its associates will not, immediately upon Completion, become a substantial shareholder (within the meaning of the Listing Rules) of the Company, but for the avoidance of doubt the Placing Agent is not obliged to subscribe any of the Placing Shares unsubscribed by the Placees;
- (8) the Placing Agent and its ultimate beneficial owners are not connected with the Company and its connected persons or any of their respective associates; and
- (9) the Placing Agent is duly incorporated in Hong Kong and a licensed corporation (CE No.: BKJ214) to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

11. TERMINATION

11.1 Notwithstanding anything contained in this Agreement to the contrary, the Placing Agent may, in its reasonable opinion, terminate this Agreement by notice in writing to the Company at any time up to 8:00 a.m. on the Completion Date if:

- (1) there is any change in national, international, financial, exchange control, political, economic conditions in Hong Kong which in the reasonable opinion of the Placing Agent would be materially adverse in the consummation of the Placing; or
- (2) there is any breach of the warranties, representations and undertakings given by the Company in this Agreement and such breach to be material in the context of the Placing; or
- (3) there is any material change (whether or not forming part of a series of changes) in market conditions which would materially and prejudicially affect the Placing or makes it inadvisable or inexpedient for the Placing to proceed; or
- (4) there is any suspension of dealings in the Shares on the Stock Exchange for more than ten consecutive Business Days (other than as a result of or in connection with the Placing); or
- (5) any litigation or claim of material importance of any third party being instigated against any member of the Group, which has or may have a material adverse effect on the business or financial prospects of the Group taken as a whole and which would materially prejudice the success of the Placing.

11.2 Upon termination of this Agreement pursuant to this Clause 11, all rights, obligations and liabilities of the parties hereto hereunder shall cease and determine and no party hereto shall have any claim against the other party in respect of any matter or thing arising out of or in connection with this Agreement save in respect of (i) any antecedent

breach of any obligation under this Agreement; and (ii) any liabilities under Clauses 9.2(2), 9.4 and 10 under this Agreement.

12. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

- 12.1 Any date or period in this Agreement may be changed by written agreement of the parties hereto but as regards any date or period (whether or not amended or changed as aforesaid) time shall be of the essence of this Agreement.
- 12.2 Each of the parties hereto undertakes to the other to execute all such documents and to do or procure to be done all such other acts and things as may be necessary to give the other party the full benefit of this Agreement.
- 12.3 This Agreement shall be binding on and enure for the benefit of the successors of the parties but assignment may only be made after prior written consent of the other party has been given.
- 12.4 Any right or remedy conferred on any party for breach of this Agreement (including the breach of any representations and warranties) shall be in addition and without prejudice to all other rights and remedies available to it in respect of that breach and the exercise of or failure to exercise any right or remedy in respect of such breach shall not, save as provided herein, constitute a waiver by such party of any other right or remedy it may have in respect of that breach.
- 12.5 Any provision of this Agreement which is capable of being performed after Completion but which has not been performed at or before Completion shall remain in full force and effect notwithstanding Completion.
- 12.6 This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter (no party having relied on any representation or warranty made by the other party with respect thereto which is not contained in this Agreement) and this Agreement supersedes all and any previous agreements, arrangements or understandings between the parties hereto relating to the matters referred to in this Agreement and all such previous agreements, arrangements or understandings (if any) shall cease and determine with effect from the date hereof.
- 12.7 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties hereto.
- 12.8 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 12.9 This Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and be binding on all parties. Any party executing this Agreement on a facsimile copy counterpart shall deliver the original of the counterpart to the other party within two days after the same was sent by facsimile.

13. **NOTICES**

- 13.1 All notices delivered hereunder shall be in writing and shall be delivered by hand or despatched by ordinary post or by facsimile transmission at the address or fax number of the relevant party to this Agreement set out below (or to such other address or fax number as may be notified by the relevant party to the other party from time to time for the purpose of giving notice under this Agreement):

To the Company

Address : Suite 10A and 10B, 15/F., Nine Queen's Road Central,
Central, Hong Kong
Fax Number : (852) 3422 8030
Attention : Board of Directors

To the Placing Agent

Address : 41st Floor, Central Plaza, 18 Harbour Road, Wanchai,
Hong Kong
Fax Number : (852) 2878 6833
Attention : Jeffrey Hui / Tim Leung
cc. Head of Legal Department (Fax no. 852-2878 4929)

- 13.2 Any such notice shall take effect in the case of delivery by hand upon delivery, in the case of despatch by ordinary post 72 hours after posting, and in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient specified in Clause 13.1. Nothing herein shall affect the right of either party to this Agreement to serve notice in any other manner permitted by law.

14. **GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS**

- 14.1 This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 14.2 Each party hereto irrevocably agrees that the courts of Hong Kong ("**Courts**") shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.
- 14.3 Each party hereto irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- 14.4 Each party hereto agrees that without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under Clause 13 and each party hereto undertakes to maintain such an address at all times in Hong Kong and to notify the other party in advance of any change from time to time of the

details of such address in accordance with the manner prescribed for service of notice under Clause 13.

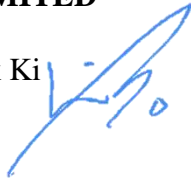
- 14.5 Notwithstanding any provision contained herein to the contrary, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Agreement, save that any Indemnified Person who is not a party to this Agreement may rely on and enforce any such term which confers or purports to confer rights or benefits on any such Indemnified Person. No consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement at any time.

IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

THE COMPANY

SIGNED by **YIP Siu Lun Dave**
for and on behalf of
CHINA APEX GROUP LIMITED
in the presence of:

SO Pik Ki



) *For and on behalf of*
) **China Apex Group Limited**
) 中國恒泰集團有限公司
) 
)
) *Authorized Signature(s)*

THE PLACING AGENT

SIGNED by **LAU Hung Chuen**)
for and on behalf of)
KGI ASIA LIMITED)
in the presence of:)
 HUI Hung Kai Jeffrey)



Dated the 15th day of January 2024

CLASSIC WINNER LIMITED

(勝典有限公司)

and

KEE ZIPPERS CORPORATION LIMITED

(開易拉鏈有限公司)

TENANCY AGREEMENT

in respect of

**Office B on 16th Floor of YHC Tower,
Nos.1, 1A and 1B Sheung Yuet Road, Kowloon.**

THIS AGREEMENT

made this fifteenth day of **January** Two Thousand and Twenty-four

BETWEEN the person firm or company detailed as the Landlord in Part I of the First Schedule hereto (hereinafter collectively called “**the Landlord**” which expression shall where the context admits include its successors and assigns) of the one part and the person firm or company detailed as the Tenant in Part I of the First Schedule hereto (hereinafter called “**the Tenant**” or “**租客**”) of the other part.

WHEREBY IT IS AGREED as follows: -

Premises	(1)	The Landlord shall let and the Tenant shall take ALL THAT premises (hereinafter referred to as “ the said premises ” forming part of the building (hereinafter referred to as “ the said Building ”) which said premises and Building are more particularly described and set out in Part II of the First Schedule hereto for the term set out in Part III of the First Schedule hereto (hereinafter referred to as “ the said term ”) Yielding and Paying therefore throughout the said term the rent set out in the Second Schedule hereto.
	(2)	The Tenant to the intent that the obligations hereunder shall continue throughout the said term hereby agrees with the Landlord as follows:-
Rent	2.01	To pay the rent on the days and in the manner set out in the Second Schedule hereto.
Government Rent & Rates	2.02	To pay and discharge all Government Rent & Rates charged on the said premises as assessed or to be assessed by The Government of the Hong Kong Special Administrative Region (“ the Government ”) and to reimburse to the Landlord forthwith on demand any Government Rent & Rates paid by the Landlord in advance.
Management Fee and	2.03	To pay and discharge all management fees, taxes, assessments, charges, duties, impositions and outgoings of a recurring and

Outgoings

non-capital nature whatsoever now or hereafter to be levied or imposed upon the said premises or upon the owner or occupier thereof by the Government or other lawful authorities (Property Tax and outgoings of a non-recurring or capital nature alone excepted).

Utility Charges and Deposits 2.04

To pay and discharge all deposits and charges in respect of water sewage electricity telephone and other utilities as may be shown by or operated from the Tenant's own metered supply or by accounts rendered to the Tenant by the appropriate utility companies in respect of all such utilities consumed on or in the said premises and to pay or reimburse to the Landlord forthwith on demand any charges in respect of such water sewage electricity telephone and other utilities paid by the Landlord (if any).

Design Loads and Floor Load 2.05

- (i) The Tenant shall not put or permit to be put any equipment, goods, stocks or things whatsoever on the said premises the load of which exceeds the designed live load of the premises under the Building Ordinance. The Landlord shall be entitled to prescribe the maximum weight and permitted locations of safes and other heavy equipment and to require the same to stand on supports of such dimensions and material to distribute the weight as the Landlord may deem necessary; and
- (ii) Except for suspended ceilings and ductwork, the Tenant shall not support any equipment, partitions or other work on or from the Landlord's walls, structure or roof deck without the Landlord's prior approval in writing.

Installation & Alteration 2.06

Not without the prior written consent of the Landlord (such consent shall not be unreasonably withheld or delayed or conditioned) to make or permit any structural alteration or addition to the said premises or any part thereof either internally or externally or to any fixtures or fittings or electrical wiring or electrical mechanical or air-conditioning installations (if any) or

any item therein (whether or not of a structural nature). Upon determination of this Agreement the Tenant shall at his own expense remove all decoration or partitions so erected or installed by the Tenant and restore the said premises to its original tenable state upon being required so to do by the Landlord.

**Compliance with 2.07
instructions
from Landlord**

- (i) To observe and comply with all rules regulations and instructions from time to time prescribed by the Landlord or its authorised representative or officer in carrying out any permitted alterations additions or improvements to the said premises; and
- (ii) The Tenant shall have the sole responsibility to observe and comply with all applicable statutes, codes, ordinances and regulations for all works performed or to be performed in respect of the said premises and approval by the Landlord of any plans or specifications or otherwise shall not constitute or be deemed to constitute any implication representation or warranty that the said works are in compliance with any statutes, codes, ordinances or regulations.

**Injury to main 2.08
walls ceilings
floors, doors
and windows**

Not to cut maim injure damage alter or interfere with any of the doors windows walls structural members or other fabric thereof or the pipes drains appurtenances electrical cables wires fixtures or fittings of or in the said premises or any part thereof or suffer or permit the same to be done or without having first obtained the written consent of the Landlord therefor in installing any plant equipment apparatus or machinery therein.

**Compliance 2.09
with
Ordinances**

To comply with all ordinances regulations by-laws, and all notices and requirements of the appropriate Government of the Hong Kong Special Administrative Region ("**the Government**") or other competent authorities or the manager(s) of the said Building ("**the Manager**") in connection with or in relation to the use of the said premises and to keep the Landlord indemnified against all proceedings actions claims demands and liabilities in respect

thereof and upon receipt of any such notice concerning or in respect of the said premises as aforesaid forthwith to deliver to the Landlord a copy of such notice.

Good repair of interior 2.10

To keep all the interior and/or non-structural parts of the said premises including the flooring and interior plaster or other finishing material or rendering to walls and all ceilings and the Landlord's fixtures and fittings therein and all additions thereto and the doors, windows, fire-fighting equipment, electrical installations wiring fan coil units and thermostat control (if any) thereof in good, clean and proper repair and condition (fair wear and tear and damage due to latent, structural or inherent defects excepted unless caused by the Tenant's act, default or negligence) at the expense of the Tenant throughout the said term and to yield up the same in such repair and condition at the end or sooner determination of the said term.

Compliance with instructions from utility companies 2.11

To observe and comply with all rules regulations and instructions from time to time prescribed by electricity supply company or the relevant authority relating to the electrical wiring and installation in the said premises and to repair or replace all electrical wiring installation and fittings within the said premises and the wiring from the Tenant's meter(s) to and within the same whenever required by the supply company, statutory undertaker or other competent authority.

Toilet Facilities 2.12

(i) Not to permit or suffer any lavatories and washing accommodations and facilities in the said premises to be used in any improper manner or whereby the soil or waste pipes may become impeded or blocked and at all times to indemnify the Landlord against liability for damage by the escape of water caused to the property or effects of the tenants or occupiers of the other part of the said Building if caused by the act or neglect of the Tenant.

Good repairs

(ii) To keep all taps lavatories wash basins sinks sanitary water

**&and
replacement of
sanitary
apparatus**

apparatus and other pipes and all drains (if any) located within the said premises (and such lavatories and water apparatus as are located elsewhere in the said Building and used exclusively by the Tenant and/or its servants agents and licensees) in clean and tenantable state and in proper repair and condition at all times during the said term to the satisfaction of the Landlord and in accordance with the regulations of the Manager and the government authority concerned.

**Replacement of
Doors &
Window Glass**

2.13

To replace at the Tenant's expense all broken or damaged windows doors glass and fixtures in the said premises whether the same shall have been broken or damaged by the negligence of the Tenant or owing to circumstances beyond the control of the Tenant.

**Cleansing &
Clearing of
Drains**

2.14

To be responsible for the maintenance, cleaning and clearing of all the pipes and drains of and serving the said premises at its sole costs and expenses and in the event of the pipes or drains of the said Building becoming choked or stopped up owing to the careless use by the Tenant its servants agents licensees invitees the Tenant shall pay the reasonable costs incurred by the Landlord in cleaning and clearing the same.

**Indemnity
against
loss/damage
from Interior
Defects**

2.15

To be responsible for and to fully and effectually indemnify the Landlord against any loss damage or injury caused to any person whomsoever or any property whatsoever as a result of the want of repair of the said premises or any fixtures or fittings therein the repair of which the Tenant is responsible hereunder or the spread of fire or smoke or the overflow of water or the escape of any substance or anything from the said premises due to the default or negligence of the Tenant its servants agents licensees or customers (save and except those acts are due to the default and negligence of the Landlord) and against all costs and expenses of the Landlord reasonably incurred in respect of any such claim or demand.

Insurance

2.16

(i) To effect and maintain during the said term insurance cover

in respect of the risks mentioned in clause 2.15 above and other risks and perils normally insured against under a comprehensive policy of insurance for premises of this nature to such value as may be deemed appropriate in the circumstances. The policy of insurance shall be effected with a reputable insurance company in such reasonable amount and shall be endorsed to show the Landlord as the registered owner of the said premises and shall contain a Clause to the effect that the insurance cover thereby effected and the terms and conditions thereof shall not be cancelled modified or restricted without the prior written consent of the Landlord. The Tenant undertakes to produce to the Landlord as and when required by the Landlord such policy of insurance together with the receipt for the last payment of premium and a certificate from the relevant insurance company that the policy is fully paid up and in all respects valid and subsisting on request. Provided always that if the Tenant shall at any time fail to keep such insurance on foot the Landlord may do all things necessary to effect and maintain in force such insurance and any monies expended by the Landlord for that purpose shall be recoverable from the Tenant on demand. The Tenant shall cause all sums received in respect of such insurance to be forthwith laid out and expended in rebuilding or repairing or otherwise reinstating the said premises in accordance with the Landlord's instructions and to make up any deficiency in such sums out of his own moneys; and

Insurance Policy

- (ii) Not to do or permit to be done anything whereby the policy or policies of insurance of the said Building and/or the said premises against damage by fire or other perils for the time being subsisting may become void or voidable or whereby the rate of premium thereon may be increased and the premium and all expenses reasonably incurred by the Landlord in or about any renewal of such policy or policies or any increased premium rendered necessary or payable by

a breach of this term shall be borne by the Tenant and shall be recoverable from the Tenant by the Landlord on demand.

Protection against hazard	2.17	To take all reasonable precautions to protect the said premises against damage by storm or typhoon heavy rainfall or the like.
Entry by the Landlord to view the said premises & take inventories	2.18	To allow and permit the Landlord or its authorised agents with or without workmen or others to enter upon the said premises at all reasonable times with prior written notice to the Tenant to view the condition thereof and/or to take inventory of the Landlord's fixtures and fixtures therein.
Entry by the Landlord to carry out repairs	2.19	To permit the Landlord and/or the Manager of the said Building and/or their respective authorised agents with or without workmen and with or without appliances at all reasonable times with prior written notice to the Tenant to enter the said premises for the purposes of carrying out any works repairs or maintenance which require to be done provided that in the event of emergency and the Tenant cannot be contacted the Landlord or its authorised agents may without notice enter the said premises and by force if necessary.
Carry out repairs or receipt of notice to effect the same	2.20	On receipt of any written notice from the Landlord or its authorised representatives specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder, to put in hand and execute the same with all possible despatch and without any delay and in any event complete such works or repairs within one (1) month from the date of such notice. If the Tenant fails to do so the Landlord or its servants or agents shall be entitled, without prejudice to the Landlord's right of re-entry under the provisions hereinafter contained, to enter upon the said premises at all reasonable time upon prior notice to carry out any such works or repairs at the sole expense of the Tenant.
Notify Landlord	2.21	To notify the Landlord in writing or by other reasonable means of

of damage		any accidents or damage to or defects in the said premises which comes to the knowledge of the Tenant water pipes gas pipes electrical wire or fittings fixtures or other facilities provided by the Landlord in the said premises whether or not the Tenant is liable hereunder for the repair of the same forthwith upon the same arising and to indemnify the Landlord against any claim made against the Landlord by any third party and any loss suffered by the Landlord either directly or indirectly as a result of any breach by the Tenant of this provision.
To make good & take care of all articles provided by Landlord	2.22	To make good and pay for all damage caused by the Tenant its servants or licensees to any fixtures fittings and other articles in the said premises provided by the Landlord and shall take reasonable care of the same and shall not remove any of them from the said premises.
Re-letting Notice	2.23	To permit the Landlord during the three (3) months immediately preceding the termination of the said term to affix and retain without interference on any part of the exterior of the said premises a notice for re-letting the same and during such period to permit persons with authority of the Landlord or its agents at reasonable times of the day and upon prior notice to the Tenant to view the said premises.
Animals, Pets & Pest Control	2.24	Not to keep or permit or suffer to be kept upon any part of the said premises any livestock or animals and to carry out such pest control for the said premises periodically by pest control companies approved by the Landlord at the Tenant's expense.
Unusual Odours	2.25	Not to allow or cause or permit any offensive or unusual odours to be produced upon, permeate through or emanate from the said premises.
Offensive Trades	2.26	Not to carry on or to permit or suffer to be carried on in or upon the said premises or any part thereof any trade or business which the Landlord shall in its reasonable discretion regards as dangerous

noxious noisy or offensive.

Nuisance or Annoyance	2.27	Not to do or permit or suffer anything in the said premises or in the said Building which is or may be a nuisance to the Landlord or any other tenants or occupiers of the said Building or of any adjoining building or the cause of reasonable compliance from such other tenants or occupiers.
Noise	2.28	Not to produce or permit or suffer to be made or produced any music or noise (including sound produced by broadcasting or any apparatus or equipment capable of producing, reproducing, receiving or recording sound) so as to be audible outside the said premises which may be a nuisance to the tenants or occupiers of other premises in the said Building or cause of reasonable complaint from such tenants or occupiers.
Sign and Advertisement	2.29	<p>(i) Not to affix erect attach exhibit or permit or suffer so to do or to be done upon any part of the said Building or of the exterior of the said premises or to or through any windows or glass thereof any sign signboard notice advertisement placard neon light or other device of any kind whether illuminated or not (hereinafter referred to as “the signboard”) without the prior written approval of the Landlord and the approval of all appropriate government authorities.</p> <p>(ii) To maintain any signboard approved under Clause 2.29(i) above at all times in good repair and condition and to meet all the requirements that may from time to time be imposed by any government authorities and to dismantle and remove the signboard on the termination of this Agreement or if so required by any government or competent authority or the Manager or management committee of the said Building and to indemnify the Landlord against all loss, damages and liability that may be suffered, paid or incurred by the Landlord as a result of the installation or any defects in the</p>

signboard. For the avoidance of doubt approval given by the Landlord under Sub-Clause (i) above shall not absolve the Tenant from the requirement to obtain the consent of the Manager if such consent is required under the relevant Deed of Mutual Covenant and/or Sub Deed of Mutual Covenant (collectively "**the Deed of Mutual Covenant**") and shall be without prejudice to the Tenant's obligations under Clauses 2.40 and 2.41.

User	2.30	Not to use or permit or suffer the said premises or any part thereof to be used for any purpose other than as an Office and non-domestic use only and without prejudice to the foregoing to obtain any licence approval or permit required by any Government or other competent authority in connection with the Tenant's use or occupation of the said premises and to maintain the same during the currency of this tenancy and to indemnify the Landlord against the consequences of a breach of this provision and in particular not to use or permit the same to be used for domestic purpose or as sleeping quarters and not to allow any person to remain in the said premises overnight. For the avoidance of doubt, the Landlord does not warrant whether the said premises can be used for any purpose or whether the said premises are suitable or may be used for the Tenant's intended purpose and the Tenant shall make his own enquiries and searches in respect thereof.
Business Name	2.31	The name under which the business in the said premises shall be carried on is " KEE ".
Illegal or immoral Use	2.32	Not to use or permit or suffer the said premises to be used for the purpose of gambling or for any illegal immoral or improper purpose.
Combustible Dangerous Goods	2.33	Not to keep store use or bring into the said premises any arms ammunition or unlawful goods gun-powder spirits or saltpetre kerosene or other explosive or combustible substances or any dangerous goods within the meaning of the Dangerous Goods

Ordinance and then only in compliance with all relevant legislation and Government regulations.

Obstructions in Common Area	2.34	Not to place or leave in the entrances landing staircases driveways passages lobbies or any parts of the said Building in common use any box or anything or things rubbish or otherwise which may incumber or obstruct the same. Without prejudice to the Landlord's rights and remedies hereunder the Landlord shall be entitled without notice and at the Tenant's expense to remove and dispose of any such material aforesaid as it sees fit and the Landlord shall not thereby incur any liability to the Tenant or any other person whosoever and the Tenant shall indemnify the Landlord against all losses claims damages or expenses of any against the Landlord in respect thereof.
Breach of Government Lease	2.35	Not to do or suffer any act to be done which shall amount to a breach or non-observance of any restrictive or negative covenants and conditions in the Government Lease or Conditions under which the said premises are held from the Government and to indemnify the Landlord against any breach of the provisions of this Clause.
Assignment & Underletting	2.36	Not to assign underlet or otherwise part with the possession of the said premises or any part thereof in any way whether by way of subletting lending sharing or other means whereby any person or persons not a party to this Agreement obtains the use or possession of the said premises or any part thereof irrespective of whether any rental or other consideration is given for such use or possession and in the event of any such transfer sub-letting sharing assignment or parting with the possession of the said premises (whether for monetary consideration or not) this Agreement shall at the option of the Landlord absolutely determine and the Tenant shall forthwith surrender and vacate the said premises on notice to that effect from the Landlord. The Tenancy shall be personal to the Tenant and without in any way limiting the generality of the foregoing the following acts and events shall, unless approved in writing by the

Landlord, be deemed to be breaches of this Clause :-

- (a) In the case of a Tenant which is partnership the taking in of one or more new partners whether on the death or retirement of an existing partner or otherwise;
- (b) In the case of a Tenant who is an individual (including a sole surviving partner of a partnership Tenant) the death insanity or disability of that individual to the intent that no right to use possess occupy or enjoy the said premises or any part thereof shall vest in the executors administrators personal representatives next of kin trustee or committee of any such individual;
- (c) In the case of a Tenant which is a corporation any take-over reconstruction amalgamation merger voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof save and except for the purpose of listing the Tenant or incorporating the Tenant into a group of companies for the purpose of listing on the Hong Kong Stock Exchange or other reputable exchanges;
- (d) The giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use possess occupy or enjoy the said premises or any part thereof or does in fact use possess occupy or enjoy the same; and
- (e) The change of the Tenant's business name or business without the previous written consent of the Landlord.

For avoidance of doubt, (i) any change in the shareholding of the holding company of the Tenant which is a company listed on the Hong Kong Stock Exchange; (ii) sharing the said premises with the holding company of the Tenant which is a company listed on the

Hong Kong Stock Exchange shall not in any case be deemed a constitute a breach of the clause.

Fire	2.37	<p>(i) To comply with Codes and Regulations for additional fire protection system whether or not induced by the business of the Tenant at its sole costs and expenses; and</p> <p>(ii) To install and maintain all fire alarms, smoke detectors, sprinklers, fire extinguishers, hose reels, roller shutters and other fire-fighting equipment at its sole costs in compliance with the relevant Ordinances, regulations or rules.</p>
Yield up premises and handover	2.38	<p>To quietly yield up vacant possession of the said premises together with fixtures fittings and other articles provided by the Landlord (if applicable) at the expiration or sooner determination of this Agreement in good, clean and tenantable repair and condition (fair wear and tear, latent and inherent defects excepted) notwithstanding any rule of law or equity to the contrary in a bare shell condition and if required by the Landlord to remove at the Tenant's expense all alternations and additions or any part thereof specified by the Landlord made by the Tenant and to make good and repair in good and workmanlike manner all damage caused by the removal of any fixtures, additions, alterations or installations in the same premises and thereupon to surrender to the Landlord all keys giving access to all parts of the said premises held by the Tenant and remove at the Tenant's expense all lettering and characters from all the doors, walls, or windows of the said premises and make good any damage caused by such removal.</p>
Tenant liable for acts and omissions of others	2.39	<p>To be answerable and responsible for the acts, neglects and defaults or omission of any contractors, servants, agents, invitees and licensees of the Tenant and the breach of any ordinance, orders in council or regulation by any inmate or occupier of the said premises as if they were the acts, neglects and default or omission and breach of the Tenant itself and to indemnify the Landlord against all costs claims demands expenses or liability to any third</p>

party in connection therewith and for the purposes of this Agreement “Licensee” shall include any person present in, using or visiting the said premises with the consent of the Tenant express or implied.

Obey Building Rules	2.40	To obey and comply strictly with the rules and regulations from time to time adopted by the Manager.
Observance to the Deed of Mutual Covenant and Management Agreement	2.41	To observe and comply with and not to permit or suffer anything to be done which may amount to a breach or non-observance by the Landlord of all terms and provisions in the Deed of Mutual Covenant so far as they relate to the said premises and to indemnify the Landlord against the breach non-observance or non-performance thereof.
Provision of access for examination, repair, maintain, cleaning, cleansing and replacement of the common facility	2.42	To allow and permit the Landlord/the Manager or its authorised agents with or without workmen or others to enter upon the said premises at all reasonable times with prior written notice to the Tenant to view examine, repair, maintain, clean, cleanse and clear, replace, reinstate or refurbish any of the common facility, if any located within the said premises with minimal disruption to the Tenant’s business and operation.

(3) **THE LANDLORD HEREBY AGREES WITH THE TENANT AS FOLLOWS :-**

Quiet Enjoyment	3.01	Subject to the Tenant paying the rent hereby stipulated and observing and performing the terms and covenants contained in this Agreement to permit the Tenant to have quiet possession and enjoyment of the said premises during the said term without any interruption by the Landlord or any one lawfully claiming under or through or in trust for the Landlord.
Property Tax	3.02	To pay all property tax and expenses and outgoings of a capital or

non-recurring nature in respect of the said premises and during the said term.

Roof and Main Structure	3.03	Maintain or caused to be maintained the main structure and walls of the said premises in proper repair and condition Provided that the Landlord's liability under this Clause 3.03 shall not arise unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair or remedy the same after the lapse of a reasonable time from the date of service of such notice.
Deed of Mutual Covenant	3.04	To use his reasonable endeavors to procure the Manager to perform the terms of the Deed of Mutual Covenant.
	(4)	PROVIDED always and it is hereby expressly agreed and declared by the parties as follows: -
Default	4.01	If the whenever the rent hereby reserved or any part thereof shall be in arrear for seven (7) days whether the same shall have been legally demanded or not or if any term, condition or stipulation on the Tenant's part therein contained shall not be performed or observed or if the Tenant for the time being shall become bankrupt or enter into any composition or arrangement with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant shall suffer any prosecution in respect of the non-payment of money due to the Government or if the Tenant for the time being is a company and shall enter into liquidation whether compulsory or voluntary or if any petition shall be presented for the winding up to the Tenant then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon the Tenancy hereby created shall absolutely determine but without prejudice to the right of the Landlord in respect of any breach by the Tenant of any terms, conditions or stipulations herein contained.

Exercise of Right	4.02	A written notice served by the Landlord on the Tenant in manner hereinafter provided to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without actual entry on the part of the Landlord.
Acceptance of Rent	4.03	In the event of any breach of any term stipulations and conditions on the part of the Tenant herein contained the Landlord shall not by acceptance of rent or by any other act whatsoever or by any omission be deemed to have waived any such breach notwithstanding any rule of law or equity to the contrary and that no consent to or waiver of any breach shall be binding on the Landlord unless the same is in writing under the hand of the Landlord.
Abatement of Rent	4.04	If the said premises or any part thereof shall be destroyed or so damaged by fire, typhoon, Act of God, force majeure or other cause beyond the control of the Landlord and not attributable to any act or default of the Tenant as to be rendered unfit for commercial use and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of policy moneys refused in whole or in part in consequence of any act or default of the Tenant or if at any time during the continuance of this Agreement the said premises shall be condemned as a dangerous structure or a demolition or closing order shall become operative in respect of the said premises then the rent hereby agreed to be paid or a part thereof proportionate to the damage sustained or order made shall forthwith cease to be payable until the said premises or part thereof shall have been rendered fit for commercial use Provided Always that the Landlord shall be under no obligation to reinstate the said premises or any part thereof And Provided further that should the said premises not have been reinstated in the meantime either the Landlord or the Tenant may after six (6) months of the occurrence of the destruction or damage or order give to the other of them notice in writing to terminate this

Agreement in which event the parties hereto shall have no claim or right of action against each other for damages or otherwise but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the agreements stipulations terms and conditions herein contained or of the Landlord in respect of the rent payable hereunder prior to the occurrence of the destruction or damage or order and the proportion of rent payable (if any) prior to such notice.

**Liability &
Indemnity**

4.05

The Landlord shall not be under any liability whatsoever to the Tenant or to any persons whomsoever in respect of any injury damage loss or liability whatsoever including loss of business which may be suffered or sustained by the Tenant or such other person howsoever caused and in particular, but without limiting the generality of the foregoing, caused by or through or in any way owing to fire or the overflow of water or the escape of fume smoke fire or other substance or thing from any premises situate in the said Building or caused by the negligence of any tenant of such premises or owing to defects in or breakdown of lifts escalators air-conditioning fire-fighting electrical or mechanical system. The Tenant shall fully indemnify the Landlord against all claims demands actions and legal proceedings whatsoever made upon the Landlord in respect of any damage to any person whomsoever or property or any loss whatsoever caused by the negligence of the Tenant or by or through or in anywise owing to fire or the overflow of water or the escape of fume smoke fire or any other substance or thing from the said premises.

**Acts of Servants,
Agents etc.**

4.06

For the purpose of this Agreement any act default or omission of the servants agents licensees or invitees of the Tenant shall be deemed to be the act default or omission of the Tenant.

Accidents

4.07

Except for those acts due to the willful default and negligence of the Landlord, the Landlord shall not be responsible to the Tenant or the Tenant's licensees servants agents or other persons in the said premises for any accident happening or injury suffered or damaged

to or loss of any chattel or property sustained on the said premises or in the said Building.

Security	4.08	The Landlord shall not be liable in any circumstances to the Tenant or any other person whomsoever for the security or safekeeping of the said premises or any persons or contents therein.
Distrain	4.09	For the purpose of part III of the Landlord and Tenant (Consolidation) Ordinance relating to distress for rent or of these presents the rent payable in respect of the said premises shall be and be deemed to be in arrear if not paid in advance at the time and in manner hereinbefore provided for payment thereof. All costs and expenses for and incidental to the distrain shall be paid by the Tenant on a full indemnity basis and shall be recoverable from the Tenant as a debt.
Service of notice	4.10	Any notice hereunder shall be in writing and any notice to the Tenant shall be sufficiently served if left addressed to the Tenant on the said premises or sent to the Tenant by post or at left the Tenant's last known address in Hong Kong and any notice to the Landlord shall be sufficiently served if delivered to the Landlord personally or sent to the Landlord by registered post at the Landlord's registered office in Hong Kong.
Approval of the Landlord	4.11	No approval by the Landlord is valid unless it is in writing and signed by the Landlord or by its authorised agents and any approval or consent given by the Landlord shall operate as a consent for the particular matter to which it relates only and shall in no way be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future, unless expressly so provided.
No Premium	4.12	The Tenant hereby expressly declares that at the grant of the said term no premium key money or other consideration has been paid to the Landlord or to any person.

Interest on arrears of rent and other charges	4.13	<p>(i) Without prejudice to the Landlord's rights under Clause 4.01 hereof, if any rent or other monies payable by the Tenant hereunder shall be in arrears for seven (7) days or more, the Tenant shall pay interest on all arrears of rent and other charges at a rate of 5% per annum from the due date to the date of payment; and</p> <p>(ii) All costs and expenses of and incidental to any demand for rent or any other sum payable under these presents or actions or distraint for the recovery of the same shall be paid by the Tenant on a full indemnity basis and shall be recoverable from the Tenant as a debt.</p>
Landlord not liable for systems breakdowns	4.14	The Landlord shall not in any circumstances be liable to the Tenant for any defect in or breakdown of the electric power and water supplies nor shall the rent or management fee abate or cease to be payable on account thereof.
Sale by Landlord	4.15	If the Landlord shall at any time assign the said premises to a purchaser of the Landlord, then the deposit (if any) held by the Landlord hereunder (less any sum which the Landlord is entitled to deduct pursuant to the terms hereof) shall automatically be transferred to the purchaser. The Tenant hereby agrees that upon such transfer the Landlord shall be absolutely discharged from its obligations hereunder to refund the deposit (if any) or any part thereof to the tenant and the Tenant hereby further agrees to waive all the Tenant's rights and claims hereunder against the Landlord in respect of the deposit (if any) or any part thereof upon such transfer being made as aforesaid.
Handover Condition	4.16	The Tenant hereby declares and confirms that it has duly inspected the said premises and is satisfied with the current state and condition of the said premises together with fixtures fittings and other articles provided by the Landlord (if applicable). The parties hereto agree that the said premises shall be delivered to the

Tenant by the Landlord on a “**as-is**” condition and no warranty or representation is made by the Landlord or its agent on any of the following matters, namely: -

- (a) The physical state and condition, quality or fitness, legality or illegality of the fixtures fittings and finishes or structures or the installations and appliances (if any) incorporated in the said premises or in the said Building;
- (b) The physical state and condition of the said premises and the said Building; and
- (c) The area of the said premises.

Stamp Duty	4.17	All stamp duty and registration fee (if any) payable on this Agreement shall be borne by the parties hereto in equal shares.
Costs	4.18	Each party shall pay his own solicitors’ costs and disbursements of and incidental to the preparation and execution of this Agreement.
Interpretation	4.19	<ul style="list-style-type: none">(i) Unless the context otherwise requires, words herein importing the masculine gender shall include the feminine and neuter gender and words herein in the singular shall include the plural and vice versa;(ii) References to Clauses, Sub-clauses and Schedules are to Clauses Sub-clauses of and Schedules to this Agreement. Marginal notes and the index (if any) are inserted for convenience of reference only and shall not affect the interpretation of this Agreement; and(iii) The expression “the Tenant” shall (where the context permits) mean and include the party or parties specifically named and its or their successors in title and permitted assigns.

Joint and Several Liability	4.20	If the Tenant consists of two or more persons, each covenant or agreement on the part of the Tenant herein shall be deemed to have been given by the jointly and severally.
	4.21	For the purpose of the Occupiers Liability Ordinance (Cap.314) the Tenant shall be deemed for all intents and purposes the occupiers of the said premises.
	4.22	This Agreement comprises all the terms agreed between the parties hereto and no warranties or representations express or implied are or have been made or given by the Landlord or by any person on his behalf relating to the said premises or the said Building prior to the signing hereof and if any such warranty or representation express or implied has been made the same is withdrawn or deemed to have been withdrawn immediately before the parties entered into this Agreement.
Time	4.23	Time shall in every respect be of the essence of this Agreement.
Entire Agreement	4.24	This Agreement sets forth the entire agreement between the parties and supersede any prior discussions, agreements or arrangements, written or verbal, between the parties relating to the letting of the said premises.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

LANDLORD : **CLASSIC WINNER LIMITED (勝典有限公司)**(B. R. No.64916203) whose registered office is situate at Unit B, 16th Floor, YHC Tower, 1 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.

TENANT : **KEE ZIPPERS CORPORATION LIMITED (開易拉鏈有限公司)** (B. R. No. 32520866) whose registered office is situate at Unit B, 16th Floor, YHC Tower, 1 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong.

PART II

ALL THAT OFFICE B on the **SIXTEENTH FLOOR** of **YHC TOWER (恩浩國際中心)**", Nos.1, 1A and 1B Sheung Yuet Road, Kowloon, Hong Kong erected on**THE REMAINING PORTION OF NEW KOWLOON INLAND LOT NO. 5881**

PART III

TERM : For the term of **TWO (2) YEARS** commencing from the 16th day of January 2024 to the 15th day of January 2026(both days inclusive).

THE SECOND SCHEDULE ABOVE REFERRED TO

Particulars of Rent

RENT : The rental for the said term shall be **HONG KONG DOLLAR FIFTY-TWO THOUSAND AND SIX HUNDRED ONLY (HK\$52,600)** per calendar month (exclusive of government rates, government rent, management fee and all other outgoings) payable in advance without any deduction on the 16th day of each and every calendar month.

租赁合同补充合同

出租人（甲方）：嘉善县今和明自有资金投资有限公司

承租人（乙方）：开易（浙江）服装配件有限公司

甲方（原名“佛山市南海今和明投资有限公司”）和乙方于 2022 年 1 月 14 日签订了《租赁合同》（以下简称“原合同”），合同约定：甲方同意将坐落在嘉善县惠民街道金嘉大道 116 号的土地和上述土地上的现有房产（以下简称“该房地产”）全部出租给乙方，租赁期限自 2022 年 1 月 16 日至 2024 年 1 月 15 日，月租金为 625,958.00 元。

现因嘉善县开发区整体规划建设需要，嘉善县今和明自有资金投资有限公司、开易（浙江）服装配件有限公司，金嘉大道 116 号的厂房被列入嘉善县工业园区有机更新项目实施范围，需要腾退，乙方需要一定的搬迁时间。甲乙双方本着公平公正的原则，经友好协商，就原合同达成如下补充条款：

- 一、 将原合同租赁期限延长至 2024 年 5 月 31 日，每月租金在原合同基础上下降 3% 按每月人民币 607,000.00 元（含 5% 增值税）计算。承租人（即乙方）每月前十个工作日内应向出租人（即甲方）支付该月租赁房屋的租金。承租人（即乙方）应从 2024 年 1 月 16 日起开始向出租人（即甲方）支付上述租金。
- 二、 乙方需于 2024 年 5 月 31 日迁出该房地产并将该房地产及其设备设施（但归属于乙方的设备设施除外）完好无损归还甲方（自然损耗除外）。
- 三、 合同保证金变更为：人民币壹佰捌拾贰万壹仟元整（¥1,821,000）。于签署本补充合同当日，出租人（即甲方）须向承租人（即乙方）退还人民币 57,874 元，为已缴保证金人民币 1,877,874 元与变更后合同保证金人民币 1,821,000 的差额。
- 四、 甲方公司名称变更为：
嘉善县今和明自有资金投资有限公司



除上述条款外，原合同其他条款和内容继续有效。

本补充合同一式两份，双方各执一份，自双方盖章之日起生效。

甲方：嘉善县今和明自有资金投资有限公司 （盖章）

法定代表人（签字）：

签署日期： 2024年7月15日



乙方：开易（浙江）服装配件有限公司 （盖章）

法定代表人（签字）：

签署日期： 2024年7月15日



日期：2024年9月30日

深圳市尔瑞投资有限公司

深圳市嘉进隆实业发展有限公司

张鸿杰

及

陈辉鹏

有关认购
深圳市嘉进隆实业发展有限公司90%股权(注册资本)
协议书

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本协议于2024年9月30日由下列各方签订：

- (1) **深圳市尔瑞投资有限公司**，一家在中国注册成立的有限责任公司，注册地址为深圳市南山区南山街道南山社区南新路阳光科创中心一期A座3505B（“**投资方**”）；
- (2) **深圳市嘉进隆实业发展有限公司**，一家在中国注册成立的有限责任公司，注册地址为深圳市南山区南头关口二路智恒产业园29栋2楼201（“**目标公司**”）；
- (3) **张鸿杰先生**，中国身份证号码44053195004241233 持有人，其住址为广东省汕头市金平区石炮台街道陵海二巷610房（“**张先生**”）；及
- (4) **陈辉鹏先生**，中国身份证号码440524195610203933 持有人，其住址为广东省汕头市潮南区陈店镇溪口湖肚住宅区四巷9号（“**陈先生**”，与张先生统称为“**原股东**”）。

（投资方、目标公司及原股东亦为本协议下述之“**签约方**”。）

鉴于：

- (1) 目标公司是一家于中国成立的有限公司，其资料已列载于附件1。于本协议日期，目标公司的注册资本为人民币1,000,000元。其中，张先生及陈先生各自持有人民币500,000元的注册资本。
- (2) 目标公司为该土地的合法使用人，已签署合法有效的该土地租赁协议（定义见下），此外，其有权使用该土地直至2025年6月30日。
- (3) 目标公司自2013年开始经营嘉进隆汽车城（定义见下）并租赁该物业（定义见下）予汽车销售公司营运汽车展销、买卖、维修及售后服务的业务。
- (4) 投资方之间接控股公司进腾集团有限公司（“**进腾集团**”）的普通股股份于香港联合交易所有限公司（“**联交所**”）上市及买卖，其股份代号为2011。
- (5) 于2023年8月30日，原股东、目标公司与投资方签署委托管理协议，据此，目标公司委托投资方于2023年9月1日至2024年8月31日运营及管理该物业及嘉进隆汽车城，在双方同意下，管理协议可再续期一年；于2024年8月30日，原股东、目标公司与投资方签署委托管理协议延期协议，将委托管理期间延长一年至2025年8月31日止。
- (6) 根据管理协议，投资方顺畅地在该物业经营管理该物业及嘉进隆汽车城。为了应付营运需要，目标公司拟以增资扩股形式募集资金。因此，投资方、目标公司及原股东同意在本协议先决条件满足的情况下，由投资方认缴目标公司新增的注册资本人民币9,000,000元，占目标公司在本次增资后90%的股权。

据此，各方同意如下：

1. 释义及诠释

1.1 释义 - 除非文义另有所指或所要求，以下词语和词汇在本协议具有以下的意义：

“本协议”	指本协议(包括其附件及列表)，其可能不时被作出修改及补充；
“本次增资”	指由投资方向目标公司按照本协议的约定认缴新增注册资本，定义见本协议第2.1条；
“资产”	指目标公司拥有之所有资产、物业及权利(包括任何债务、抵押或担保之利益)；
“业务”	指目标公司目前及/或将于完成前进行之业务、营运及事务；
“营业日”	指中国之商业银行一般正常开门营业之任何日期(不包括星期六、星期日或法定节假日)；
“完成”	指根据本协议第10条完成投资方认缴目标公司新增注册资本之事宜；
“完成日期”	指先决条件达成后五个营业日内之任何一日(或其它目标公司及投资方同意的日期)；
“先决条件”	指载列于本协议第3.1条之先决条件；
“最晚先决条件完成日期”	指2024年12月31日或目标公司及投资方可能书面同意之较后日期；
“新增注册资本”	指根据本协议由投资方向目标公司认缴的人民币900万元的新注册资本，占本次增资扩股后目标公司90%的权益；
“增资作价”	指由投资方向目标公司认缴新增注册资本的投资金额，定义见本协议第4.1条；
“营运许可”	指包括任何牌照、同意、批准、授权、允许、豁免、命令、资格、注册、证明书、机关或其它批复；
“尽职调查”	指本协议第5.1条所界定之尽职调查；

“雇员”	指于本协议签订日，由目标公司于中国、香港或其它地方聘任之雇员或职员；
“产权负担”	指任何抵押（不论固定或浮动）、债券、质押、留置权、选择权、优先购买权、所有权、保留权、第三方权益或任何其它形式的担保权益或可造成以上任何产权负担的责任（包括任何有条件的责任）；
“港元”	指港元，香港法定货币；
“香港”	指中国香港特别行政区；
“知识产权”	指于本协议签订及完成时由目标公司使用及/或被授权使用及/或享有的所有知识产权，及在任何国家存有之相若权利及全世界任何地方存有之相若专利权，包括任何该等权利之注册及申请及申请注册之权利（当该等权利乃以注册方式取得），及就上述之任何及所有同意及协议之利益（受限于其责任）（包括与之有关的所有文件）；
“嘉进隆汽车城”	指于该物业营运名为嘉进隆汽车城的业务，包括设有展厅以进行汽车销售，并提供汽车维修及售后服务等；
“该土地”	指位于广东省深圳市南山区宝安大道以北、双界河以东、月亮湾大道以西及南坪快速路两侧占地面积约为17万平方米，建设用地面积约12万平方米，总建筑面积约为23万平方米的地块（“ 政府储备用地 ”）以及平南铁路K30+000-3000两侧（宝安大道立交桥北侧）地块编号为深西线-2面积为6,044平方米的土地（“ 平南铁路用地 ”）；
“该土地租赁协议”	指深圳市南山区城中村（旧村）改造办公室与深圳市大新实业股份有限公司（“ 大新公司 ”）、深圳市南头城实业股份有限公司（“ 南头城公司 ”）、深圳市田厦实业股份有限公司（“ 田厦公司 ”）和深圳市安乐十三股份合作公司（“ 安乐公司 ”，与大新公司、南头城公司、田厦公司合称“ 四股份公司 ”）签订的将政府储备用地出租给四股份公司的南山区新汽车城用地租赁协议书，租期为2013年7月15日起至2023年7月15日止；以及，深圳平南铁路有限公司与目标公司签订的将平南铁路用地出租给目标公司的土地使用权出租合同书，租期为2023年1月1日至2023年12月31日。
“政府储备用地委托管理协议”	指目标公司和深圳市安乐联队投资发展有限公司（“ 安乐联队 ”）与大新公司、南头城公司、田厦公司签订由大新公司、南头城公司、田厦公司委托目标公司和安乐联队在

政府储备用地上建设新嘉进隆汽车城并运营和收取租金的嘉进隆前海汽车城土地委托管理协议，自2014年1月1日开始直至2023年11月30日止；

“政府储备用地委托管理补充协议”	指大新公司、南头城公司、田厦公司、目标公司和安乐联队就政府储备用地委托管理协议于2024年1月1日签署的补充协议；
“该物业”	指该土地上的物业，即嘉进隆汽车城的营运场所；
“负债”	指任何及所有负债(或有或其它)、债务及责任，不论是否由以下引起：因法律或根据任何保证、条件、担保、弥偿、保险政策、租赁、信用证、交易、承诺、合同（在各情况下明示或暗示）或任何其它方式包括任何及所有业务负债、税务负债、税务拨备、坏账和暂缴账及债务(包括利息，成本和费用)、应付账款、应付股息或其它溢利分派、折旧、财务设施或保障的权利或第三方的权利和所有任何原因引致的负债；
“上市规则”	指香港联合交易所有限公司证券上市规则；
“诉讼”	指所有影响或涉及目标公司之诉讼、申索(包括已裁定或有待裁定)、要求、行动、程序、抗辩、反申索；
“管理账目”	指目标公司于本协议签订日前已经向投资方提供的目标公司截至2023年12月31日之管理账目(根据目标公司营运的司法管辖区的所有适用的法律以及普遍采纳的会计原则或适用的财务报告原则和惯例（包括所有适用的会计实务准则）准备)(其将受于本协议签订日之前已转移的债权和债务调整)；
“管理账目日”	指2023年12月31日；
“管理协议”	指目标公司、原股东及投资方于2023年8月30日签订的委托管理协议（据此，投资方管理及营运该物业及嘉进隆汽车城，管理期为1年，由2023年9月1日至2024年8月31日），以及目标公司、原股东及投资方于2024年8月30日签订的委托管理协议延期协议（据此，投资方管理及营运该物业及嘉进隆汽车城的管理期延长一年至2025年8月31日）；
“重大不利改变或影响”	指任何改变、事件、事实之状况或影响，而预计或可合理地预计其后果会对目标公司或任何原股东（视乎情况而定）之财务状况、管理、业务或物业、营运结果、法律或融资结构

或业务前景或资产或负债造成重大及不利影响及“重大不利改变”或“重大不利影响”应据此作为诠释；

“中国”	指中华人民共和国（为本协议之目的，不包括香港特别行政区、澳门特别行政区及台湾地区）；
“人民币”	指人民币，中国法定货币；
“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；
“税务”	<p>指</p> <p>(1) 在中国或香港或其它地方由任何税务机关以任何形式施加及征收的须缴付税款，包括利得税、暂缴利得税、利息税、薪俸税、物业税、收入税、公司税、国民保险和社会保险金、资本收益税、继承税、资本转让税、土地发展税、关税和进口税、货物和服务税、从价税、遗产税、资本税、增值税、印花税、工资税和其它类似的负债或供款和其它税金、税收、征费、关税、强制性退休金供款或与任何上述款项相若、相应、可替换或被替换的扣款；及</p> <p>(2) 所有在(1)项税收中附带或与其有关费用、利息、罚金和罚款，</p> <p>而“税款”应具备相应的涵义；</p>
“保证”	指保证方给予投资方刊载于本协议第6条及附件2之声明、保证和承诺，或其中任何一条；
“保证方”	指原股东及目标公司。

1.2 诠释 – 于本协议内，除非文义另有提供及所指，将采用以下诠释：

- (a) **相联关系**– 法团团体应被视为与另一法团团体具相联关系，如其为该法团团体的控股公司或附属公司或该法团团体控股公司的附属公司。为避免疑义，就中国企业而言，相联关系及法团团体分别与关联关系及企业法人有相同的含义。
- (b) **法律**– 本协议内对“法律”的提述应诠释为包括任何司法管辖区的普通及习惯法、及任何宪法、判令、判决、立法、守则、命令、条例、规例、规则、法规、条约或其它不时适用之立法措施及“合法”之意思亦据此诠释。

释。

- (c) **条文**- 本协议内提及的“条文”及“附表”及“列表”指本协议的条文及附表及列表及本协议之附表及列表构成本协议不可分割的部份。
- (d) **标题**- 条文标题乃仅为方便参阅，并不影响本协议的诠释或释义。
- (e) **性别；数目**- 单数词应包括复数词，反之亦然，关于性别的词应包括每个性别及关于人士的词包括法团或并非法团的团体。
- (f) **损失**- 本协议内提及的“损失”包括因任何申索、要求、行动或程序而引起的所有负债(不论真实或或有)、损失、赔偿、损害、补偿、刑罚、罚款、讼费、代垫费用及费用。
- (g) **有所保留的陈述**- 任何有所保留的陈述以“就保证方所知及所信”或“就保证方所知悉”或其它任何相若的词汇应被视为包括一项额外的陈述，即此乃经仔细调查及查询后作出并同时被视为包括目标公司所知。
- (h) **签约方**- 本协议内提及的“签约方”指签署本协议之各方。
- (i) **继承人**- “目标公司”、“投资方”、“原股东”、“保证方”词汇包括彼等各自的继承人、获许可的承让人及代名人。
- (j) **结构**- 被称为 ejusdem generis 的规则不适用，因此一般用词“其它”不得因为该等一般用词前面说明了某一类的行为、事项或事情给予限制性意义。一般用词不得因为后面是该一般用词涵盖的特定例子而给予限制性意义。
- (k) **违反保证**- 应视为包括该项保证在任何方面被违反、不真实、不准确、不完整或不公平提供或误导。

2. 增资

- 2.1 本协议各方同意在先决条件达成后在完成日期 投资方对目标公司进行增资(“**本次增资**”)。在本次增资完成后，目标公司的注册资本将为人民币10,000,000，由以下股东持有：

<u>股东名称</u>	<u>持有目标公司注册资本金额</u>	<u>于目标公司的股权份额</u>
投资方	人民币9,000,000元	90%
陈先生	人民币500,000元	5%

张先生

人民币500,000元

5%

- 2.2 本协议各方同意，在完成前，投资方有权提名其相联关系的公司作为认缴目标公司新增注册资本的一方，以承接投资方在本协议的权利、责任与义务。
- 2.3 各原股东同意投资方认缴目标公司的新注册资本，并确认放弃认缴任何目标公司的新注册资本的优先权。各原股东承诺彼等将签署任何文件及采取一切行动令致投资方完成认缴目标公司的新注册资本。

3. 先决条件

3.1 **先决条件**— 完成须受限于及先决于下列先决条件完全达成后，方可完成：

- (a) 投资方已满意并完成它就目标公司之财务、法律、业务、经营及其他事宜所进行的尽职调查，并于完成日期前并未发现目标公司之财务、法律、业务、经营及其他事宜出现重大不利改变；
- (b) 投资方及目标公司完成各自为本次增资所需要的内部外部审批手续、取得所需要的许可、批准、同意、授权及/或豁免，包括任何监管部门的审批及批准(如适用)；
- (c) 投资方、目标公司和原股东已就本次增资签署新的章程，内容需为投资方满意；
- (d) 目标公司已就本次增资涉及的注册资本、股权结构等变更事宜和经修订的章程在市场监督管理部门办理相关变更登记（备案）手续；
- (e) 根据上市规则要求，进腾集团股东于进腾集团股东特别大会上批准有关（其中包括）本协议及据此拟进行之所有交易之股东决议案；
- (f) 进腾集团已经遵守上市规则有关本次增资及本协议项下拟进行之其他交易之所有规定；
- (g) 每一位保证方按本协议第6条及附件2之条款所作出的声明和保证在所有方面是真实、准确、完整和不存在误导的；及
- (h) 目标公司适当履行本协议，及没有违反本协议约定的行为或违约的继续。

- 3.2 各签约方现确认及同意倘若有关第3.1(a)条，投资方于本协议签订日期起至完成日期之任何时间(或由目标公司与投资方可能同意之其它日期)通知目标公司，其对尽职调查之结果不满意(不论有否给予及/或在该通知中说明任何解释或理由)，本协议第3.1(a)条之条件则被视为不可达成。

- 3.3 倘若先决条件于最晚先决条件完成日期下午五时正或之前或签约方不时以书面协议之较后日期之前未能达成或根据第3.2条被视为不能达成，除非是获得投资方的书面豁免全部或部份先决条件(惟第3.1(b)，(e)和(f)不能被豁免)，本协议将告终止，本协议各签约方均毋须向另一方承担任何责任，惟(a)先前违反本协议下之任何义务者除外；及(b)终止不得影响各方的累计权利及义务且其不妨碍继续援引第6条、第11条至第22条。

4. 增资作价

- 4.1 投资方根据本协议第2.1条增资目标公司，认缴新增注册资本的作价为人民币9,000,000元（以下简称“**增资作价**”）。在完成时，投资方以现金支付增资作价予目标公司。
- 4.2 本协议各方确认在目标公司收到上述增资作价时，投资方在本协议下的付款义务将完成。

5. 尽职调查

- 5.1 投资方有权利(但无义务)于本协议签订日期起至完成日期止就目标公司，包括但不限于其资产、负债、合同、承诺和业务、财务和法律方面进行尽职审查及调查（以下简称“**尽职调查**”）。为了方便尽职调查，原股东将以及应促使目标公司在合理的通知下配合投资方及／或任何投资方授权人的合理要求下在办公时间内获得关于目标公司的信息、资料 and 文件，及所有簿册、地契、记录、账目及其它有关目标公司文件的取用权。

- 5.2 在本协议期限内或本协议终止或期满后或因任何理由，投资方：

- (a) 应确保所有原股东及／或目标公司在尽职调查时所披露(不论是以书面，口头或以任何其它方式并不论是直接或间接)的资料(“**保密资料**”)保持保密；
- (b) 不应在未得到原股东或目标公司书面同意前向本协议下需要获悉保密资料的雇员或顾问以外的人士披露保密资料；及
- (c) 不应为本协议以外之任何其它目的使用保密资料。

6. 声明、保证、承诺及弥偿

- 6.1 每一位保证方谨此共同及个别地、无条件地及不可撤回地向投资方声明及保证：

- (a) 每一位原股东具有完全民事行为能力；
- (b) 每一位保证方具有签订本协议及从事本协议所述交易的充分权力、授权

和合法权利，并已采取或获得批准签署和履行本协议所需的一切行动及同意，且本协议对每一位保证人而言为合法、有效及具有约束力的协议，可根据其条款予以执行；

- (c) 每一位保证方订立本协议，按本协议行使权利及履行义务，不会违反：
 - i. 其须遵从的任何法律或指令；或
 - ii. 规限其处理事务的任何文件或该保证方之章程性文件；或
 - iii. 其作为签约方的任何文件或协议，或对该保证方或其资产具有约束力的任何文件或协议；
- (d) 本协议对每一位保证方构成有效、具有约束力及可予执行的文件；保证方在本协议内的所有陈述，在任何重大方面均为真实、准确和完整；
- (e) 每一位原股东没有以持有的目标公司股权向任何第三者提供任何形式的担保，及保证其持有的目标公司股权没有设置任何第三者的权利或权益；
- (f) 对本协议签署及履行和完成本协议规定的交易，每一位保证方已取得所有应当得到的正当授权，对签署和履行本协议，每一位保证方不需要取得任何其它形式的授权；
- (g) 将目标公司新增注册资本按照本协议发行给投资方不受任何优先权或类似权利的约束或相关优先权或类似权利已经被放弃；
- (h) 每一位保证方没有就其持有的目标公司股权与其它任何第三方签订任何协议或达成任何安排；
- (i) 每一位保证方在本协议中已向投资方披露所有与目标公司相关的事实或情况，不存在因为未披露而导致本协议提供情况不真实、不准确或给他人造成误导。

6.2 每一位保证方按本协议第6条及附件2之条款谨此共同及个别地、无条件地及不可撤回地向投资方声明及保证：

- (a) 每一项保证于目前及于完成前任何时间在所有方面为真实、完整、准确及诚实地提供；
- (b) 投资方乃依据该等保证及在管理账目披露之资料而签订本协议；及
- (c) 除在管理账目披露之资料外，投资方并不知悉(真实的知悉或应已知悉、或推定已知悉)任何有关目标公司之资料及无任何由投资方或代表投资方对目标公司进行之调查会损害投资方根据保证而提出的申索或减少可追讨之数额，及与此有关之责任不应局限于完成前发现的违反事项。

- 6.3 **分开条文**-每一项保证均被视为分开及独立的(其目的在于投资方应就任何保证之违反拥有分开申索及追讨之权利)及不得因参照任何其它保证或任何其它本协议之条款或受其推断而受到局限(除非有明文规定外)。
- 6.4 **披露**-倘若任何一位保证方得知有任何于完成前发生之情况可能引致违反任何保证或导致任何保证于任何方面具有误导性、不准确、不完整(或联同时间流逝构成违反任何保证或导致任何保证于任何方面具有误导性、不准确、不完整)或任何重大不利改变或影响已或有机会发生,该保证方应立即以书面方式向投资方披露,但该等披露不影响投资方就任何保证之违反所享有的申索及追讨之权利。
- 6.5 **不可豁免**-投资方就任何保证之违反而拥有之权利及补救措施不应受到投资方终止(或未能终止)本协议或其它任何事项或情况影响,由投资方出具具体及妥为授权之书面豁免或解除证书则除外。尽管投资方于任何时间取得有关目标公司或其业务的任何资料,但投资方提出的索偿要求不受影响,其索赔的金额亦不得减少,对于任何与资料有关所引起的索赔要求,保证方不得以投资方已知道、应已知道、或推定投资方已知道这些资料为理由而对任何索赔要求作出辩护。
- 6.6 **弥偿**-保证方谨此共同及个别地、无条件地及不可撤回地承诺会于任何时间就以下向投资方(作为其本身及/或目标公司之受托人)作出全数弥偿:
- (a) 投资方及目标公司因保证方违反任何保证而遭受的所有损失或负债(包括所有及任何投资方及/或目标公司可能直接或间接蒙受、涉及或遭受之价值减少或减淡)及保证方应按投资方要求向其支付该等损失之金额;
 - (b) 目标公司因或就任何债权人于完成前之任何时间就目标公司之负债发出有效的还款或付款要求或令目标公司在指定到期日前需偿还债务而遭受损失;
 - (c) 因目标公司代表或职员以执行其职责于完成前作出、参与或遗漏之任何行为而引起第三方或监管机构提出或发起任何行动、讼费、收费、损失、申索、法律程序、纪律行动、损害及费用;
 - (d) 任何因投资方认缴目标公司新增注册资本而须支付之中国境内的增值税或所得税(如有)或其他类似的税款;
 - (e) 投资方就任何因目标公司未能取得及/或保持所有需要的牌照、同意、营运许可、批准及授权以履行日常业务之责任而遭受的罚款、损失;
 - (f) 任何未于管理账目完全拨备之税款的负债或责任,而其全部或部分之出现或可能出现乃有关于或因为任何于协议签订日期或之前发生的事件或已由目标公司赚取、累计或收取之任何收入、利润或收益,不论这些税款是否可向任何其它人征收或可归属于任何其它人或应付于任何就该税务责任作出调查、评估或抗辩的成本、费用或开支。任何由保证方因本分条而

作出或应缴的款项，除法律规定的扣减或扣缴外，应不受及免除任何税款。倘若法律要求任何扣减或扣缴或保证方作出或应缴的任何款项须受制于税款（无论是在出自于投资方或目标公司或其它），保证方应共同或个别地根据本分条向投资方及目标公司支付该额外金额，以确保投资方及目标公司在作出所有扣减或扣缴税款后所收取的总金额等于不存在任何扣减或扣缴或税务责任一样的金额；及

- (g) 任何由于上述(a)至(f)情形导致保证方需承担弥偿责任，或由于保证方没有根据中国有关法律法规规定在签订本协议后到中国法律法规授权的其他有权机构办理相关审批、核准、登记或备案手续而导致投资方承受的任何损失，各保证方同意及确认，彼等将根据投资方的要求，把损失的补偿支付到投资方或投资方指定的在中国境内的公司或个人。

6.7 **强制执行**-本条款并无影响或损害投资方要求强制执行保证方于本协议项下之任何权利的权利。保证方明确确认投资方是有考虑到业务才向目标公司增资，故此损害赔偿将不会就任何保证方违反本协议项下之责任提供足够的补救。因此，各保证方明确确认及同意倘若任何保证方就本协议有任何违反，投资方应有权(附加于任何其它可得到的权利或补救措施)提出法律行动及取得强制执行之命令(代替损害赔偿或附加于损害赔偿)。

6.8 **投资方保证** - 投资方现无条件且不可撤销地向保证方作出下列声明、承诺及保证：投资方是一家按照注册地法律合法成立和有效存续的有限责任公司，并且拥有完全行为能力及权限订立本协议，并按本协议行使投资方权利及履行投资方义务。

7. 进一步承诺

7.1 **土地还原费用** - 各原股东同意及承诺，如果该土地租赁协议或该土地的使用因任何原因未能于2025年6月30日或之前获得有关政府部门批准延续，而目标公司需要拆卸该土地上的任何物业、建筑物、设施或设备及根据政府部门的要求将该土地平整至有关政府部门满意(“**土地还原**”)，各原股东共同及个别地承诺向目标公司或投资方支付土地还原的全部成本、费用，开支或开销(包括任何税款)(“**还原费用**”)。各原股东需要在目标公司向彼等发出书面支付通知后30天内支付该还原费用给目标公司。

7.2 **原股东进一步之弥偿责任** - 原股东谨此共同及个别地、无条件地及不可撤回地承诺如果投资方(作为其本身及/或目标公司之受托人)及/或目标公司由于该土地、该土地租赁协议、政府储备用地委托管理协议、政府储备用地委托管理补充协议等与目标公司取得该土地使用权相关的政府批复、协议或文件及该物业没有符合有关法律法规(不论投资方是否在尽职调查过程中发现或知悉)而导致目标公司或投资方可能直接或间接蒙受、涉及或遭受之损失或财务负担，原股东在收到书面通知30天内向投资方及/或目标公司作出全数弥偿。

- 7.3 **终止管理协议**— 本协议各方同意在本次增资完成时，管理协议立即终止。本协议各方承诺签署一切文件及执行一切行动以终止管理协议，并按照管理协议的条款执行终止后的结算和清理。

8. **完成日期前的行为限制**

- 8.1 **可持续性**— 各原股东应共同及个别地促使目标公司业务将以正常的和审慎的基础并符合以往的惯例下继续运行并且不会作出或不作出（或允许作出或不作出）任何在完成前有别于日常运作的行为或事项。尤其，各原股东须促使（除本协议规定外）目标公司不会在完成日期前在未经投资方事先书面同意下作出、允许或促使任何将会或可能构成违反本协议或其保证或本协议下的任何承诺的行为或遗漏，且不出作出下述的行为和确保下述的行为不会在目标公司发生，除非事先得到投资方的书面许可：

- (a) 发行新注册资本；
- (b) 向外借贷或贷款予任何人及／或公司及／或机构；
- (c) 做任何会对其财务状况或展望有负面影响的事情；
- (d) 除于管理账目内所披露的债务外，在完成日前以任何方法使目标公司负上任何新增的债务；
- (e) 宣布派发股息或支付股息予任何股东；
- (f) 为任何人及／或公司及／或机构作出担保或其他形式的承诺，而该等承诺是会造成其财政上的负担，但为其正常经营所需的情况除外；
- (g) 委任新董事或增聘重要职员或变更重要职员的雇佣条件；
- (h) 转让、出售、抵押、质押或同意转让、出售、抵押、质押或以任何形式处置该物业或其任何其重要资产（包括有形或无形）；
- (i) 改变或变更其经营业务或营运模式或状态；及
- (j) 变更其公司章程大纲及／或其公司章程细则。

9. **终止协议**

- 9.1 **终止事件** — 倘若于完成前发生以下事件：

- (a) 任何保证方不履行或不及时履行、遵守其在本协议的责任或承诺，但如果上述情况可以纠正，则在违约方收到投资方书面要求纠正的通知

后，未能在七个营业日（或保证方及投资方另行书面同意之较长日期）内达到完全纠正；

- (b) 任何保证方在本协议中（或按本协议而向投资方提交的任何文件或资料中）的声明、保证或承诺在作出或重申时，有实质的错误；
- (c) 任何债权人占有目标公司的资产，或对任何原股东或目标公司的资产进行扣押、强制执行或查封；
- (d) 目标公司结束运营、清盘、重组、解散或破产，法院或其它债权人委任清盘人或托管人管理其资产或有关的命令或决议已颁布或通过；
- (e) 政府部门或有关当局占有、没收、征用、或强制征用任何原股东或目标公司的财产；

据此，在任何有关情况下，投资方可在完成日期之前任何时间按其绝对酌情权毋须负上任何责任向保证方以书面通知终止本协议。为免生疑，投资方未按本协议第9.1条行使终止本协议之权利并不会损害其向保证方就保证方先前违反本协议之条款所采取行动之权利。

9.2 **累积权利** - 第9.1条各分条项下实时终止本协议之权利为分开和独立的权利及行使任何该等权利将不会对投资方于通知日可能拥有之任何其它权利、补救方法或申索（包括终止本协议之其它权利）造成影响或损害及构成豁免。

9.3 **终止之后果** - 根据第9.1条给予通知时，投资方在本协议项下之所有责任将停止和终结，及各方不得就本协议所产生或有关之任何事项或事宜向任何其他方提出申索，除了：

- (a) 先前违反本协议下之任何义务；及
- (b) 终止不得影响各方的累计权利及义务且其不妨碍继续援引第6条、第11条至第22条。

10. **完成**

10.1 **完成** - 完成须在完成日期于投资方指定的处所进行，且须为第10条所载之全部（并非部份）相关事项发生。目标公司或投资方无义务履行本条款规定的有关责任，如另一方并非同时履行（或尚未履行）其于本条款项下之责任。

10.2 **目标公司须交付之文件** - 于完成时或之前，目标公司须交付以下文件予投资方：

- (a) 目标公司根据本次增资更新的股东名册；
- (b) 针对投资方作为目标公司股东的出资证明书；

- (c) 一份目标公司之原股东会议记录核证副本,批准本次增资及于完成时:(1)应投资方之要求,就目标公司之银行账户授权人作出修改(如有),并授权(按投资方合理要求下)投资方所委任之授权人士自完成日期起运作该等银行账户;(2)任何根据本协议之其它事项以使完成生效;
 - (d) 目标公司的全部文件及全部属于目标公司的资产及文件,包括各项公章、印章、证照、财务和税务相关文件(包括但不限于会计账簿、会计记录、凭证、财务报表,验资报告,用于使用公司银行账户的银行存单、支票本、银行指令与其他文件和设备,所有银行账户的银行支票签发密码器,已办理业务银行业务申请回执,空白、作废的增值税专用发票及普通发票、发票领购验销登记簿,纳税申报表及完税凭证及其他财务和税务相关物件和文件),目标公司签署的所有合同、协议和目标公司经营过程中产生和保存的其他文件和物件等等;
 - (e) 证明本协议第3.1(b)条的先决条件已经满足的文件或证据;
 - (f) 任何其它投资方可能要求之文件,以使目标公司新增注册资本发行得到生效。
- 10.3 **委任**-原股东共同及个别地、无条件地及不可撤回地承诺根据投资方要求在完成日期后促成目标公司的治理结构进行调整或目标公司的董事、监事、总经理和法定代表人选进行变更。
- 10.4 **投资方需交付的文件**-受限于先决条件的达成和第10.2条、10.3条列出的事项已经履行及符合,投资方须于完成时提供予目标公司:-
- (a) 根据本协议第4.1(a)条支付增资作价予目标公司;
 - (b) 一份批准实施及完成本协议及其附带的所有文件的投资方股东决定的副本。
- 10.5 **投资方补救方法**:除非目标公司完全遵守第10.2条和10.3条的要求,否则,投资方没有责任完成本协议或履行本协议项下的任何义务。在不损害任何其它于完成日期可提供给投资方的补救办法之情况下,投资方可:
- (a) 在时间应为重要因素的前提下,将完成日期顺延至不超过原来完成日期后28天(本第10条的规定适用于延长的完成日期)。如果完成未能在延长的完成日期完成,投资方可解除本协议并向任何保证方要求赔偿损失;或
 - (b) 在切实可行(但不损害投资方的权利)及限于保证方没有履行其在本协议下的义务的情况下,继续进行完成;或
 - (c) 视本协议为由保证方违反了本协议的条件下终止协议;或

(d) 要求保证方在不损害投资方任何其它补救权利下强制执行本协议的条文。

10.6 **目标公司补救方法：**除非投资方完全符合第10.4条 的要求，否则，目标公司没有责任完成本协议或履行本协议项下的任何义务，但受限于本协议对投资方和目标公司义务履行的先后顺序和事件的要求。在不损害任何其它于完成日期可提供给目标公司的补救办法之情况下，目标公司可：

- (a) 在时间应为重要因素的前提下，将完成日期顺延至不超过原来完成日期后28 天（本第10条的规定适用于延长的完成日期）。如果完成未能在延长的完成日期完成，目标公司可解除本协议并向投资方要求赔偿损失；或
- (b) 在切实可行（但不损害目标公司的权利）及限于投资方没有履行其在本协议下的义务的情况下，继续进行完成；或
- (c) 视本协议为由投资方违反了本协议的条件下终止协议 ；或
- (d) 要求投资方在不损害目标公司任何其它补救权利下强制执行本协议的条文。

11. **保密资料及公告**

本协议之各签约方仅此承诺于完成前或之后，除非另一签约方已就该公告给予其通知，否则，其不应就本协议或本协议项下拟进行之交易作出任何公告，除了：

- (a) 在任何签约方或其控股公司所受规限的法律或任何相关证券交易所适用之规则或规例(包括上市规则)；
- (b) 任何监管或规管机构要求下发出或准许或授权发出之任何新闻稿或其它公开声明或披露；或
- (c) 任何签署方对其董事、雇员、顾问作出披露，但披露方必须确认其董事、雇员、顾问遵守本保密条款。

12. **进一步保证**

各签约方仅此向另一方保证，其将（尽管完成后）做出所有可能需要或适宜的行动及事宜及签订一切契据及文件，以使本协议及其项下拟进行之交易生效及具法律效力。

13. **豁免**

任何由非违约方放弃追究违约方在本协议中的任何条文的违反不应被视为放弃追究任何后续违反或豁免本协议任何其它条文的违反，同时，由非违约方宽限或延迟行使本协议下的任何权利，不得解释为放弃该权利。

14. 不可转让

本协议对签约方的继承人或承让人均有约束力，并对各方之继承人或承让人的利益有效。除投资方根据第2.2条所进行的转让外，任何签约方不能在未得到另一方书面同意下就其于本协议项下之权利及责任作出转让。

15. 非合并条款

本协议的条文包括本协议之所有承诺、保证、声明及弥偿(只要其在完成时仍未完全履行)将(尽管完成后)继续全面生效。

16. 时间因素

本协议中所提及之时间、日期及时期和本协议签约方所同意以取代前述之时间、日期及时期均为本协议之重要因素。

17. 不合法和不能强制执行

若本协议的某些条款在将来被宣布裁定为不合法、无效或在法律上不可强制执行，该等条款应视为未列入本合同内，而不会影响本合同其它条款的有效性。

18. 构成本协议之文件及最终条款

18.1 本协议及本协议内所提及之任何文件构成本协议各签约方的整份协议。本协议的任何变更须以各签约方或其授权人所签署之书面形式方为有效。

18.2 本协议载列各方之间的完整协议，如本协议的条款与备忘录或补充备忘录的条款有任何抵触，将以本协议为准。

19. 成本及费用

19.1 **成本** - 各签约方须就其各自有关准备、执行及履行本协议的成本及费用(包括律师费及交易成本)负责。

19.2 **税费** - 各签约方须就其各自履行本协议所产生的相关税费按照法律法规的规定完成申报和税款缴纳。因目标公司注册资本增加而须支付之中国境内的任何税款，包括增值税、所得税(如有)或其他税款将由原股东共同及个别地承担、申报与缴付。如果任何原股东未履行上述义务而导致投资方或其关联方、目标公司或其关联方因未履行扣缴义务人的责任而被追究法律责任的，原股东共同及个别地、无条件地及不可撤回地承诺向投资方或其关联方、目标公司或其关联方进行赔偿，并同意在投资方或其关联方需要支付或被要求支付任何款项限期前10个营业日或更早的时间以前，提前向投资方或其关联方支付或垫付所需之资金。

20. 杂项

- 20.1 本协议可以一份或一份以上副本签订，每份副本对签订协议的各签约方或其代表具有约束力，惟所有副本一并构成单一文件。为避免疑，本协议除非及直至表示为本协议签约方的所有人士或其代表签订后方对本协议任何签约方具约束力。
- 20.2 除非本协议另有明确规定，任何人士如非本协议一方将不可藉香港法例第623章《合约(第三者权利)条例》取得强制执行或享有本协议中任何条款利益的权利。

21. 法律及管辖区域

- 21.1 **适用法律** - 本协议各方在本协议项下的各项权利与义务在各方面受中国法律管辖并按中国法律解释，但这不损害或限制投资方在保证方或其资产所在的任何管辖地区的法律项下享有的任何其他权利或补偿。

22. 通知

- 22.1 **地址** - 根据本协议发出或作出的各项通知、要求或其它通讯应以书面形式，并按下文所载地址或电邮地址（或收件人于两（2）个营业日前向另一签约方事先发出的书面通知所指定的其它地址或电邮地址）交付或寄发有关签约方：

(a) 致投资方

地址： 深圳市南山区南山街道南山社区南新路
阳光科创中心一期A座3505B
收件人： 深圳市尔瑞投资有限公司

(b) 致目标公司

地址： 深圳市南山区南头关口二路智恒产业园
29栋2楼201
收件人： 深圳市尔瑞投资有限公司

(b) 致原股东

地址： 广东省汕头市金平区石炮台街道陵海二
巷610房

收件人： 张鸿杰

地址： 广东省汕头市潮南区陈店镇溪口湖肚住
宅区四巷9号

收件人： 陈辉鹏

22.2 **送递** - 任何有关本协议或其项下之通知应以专人交付或第一等邮件或电邮形式送出。

22.3 **送达** - 有关通知就以下时间应被视为已被送达：

- (a) 如以专人交付有关通知，则于接获时视为正式送达；
- (b) 如以邮寄方式发出通知，则于由邮政机构寄发邮件后48小时后被视为正式送达；
- (c) 如以电邮方式发出有关通知，则于其送出2个小时后及没有退回通知的情况下被视为正式送达。

22.4 **送达证明** - 以当专人已送达或载有该通知的信封上妥当地注明地址并送达至邮政机构作保管(作为预缴第一等邮件)或电邮方式已妥当地发出，则足以证明通知已正式送达。

本协议按文首所述日期由各签约方签署，以兹证明：

深圳市尔瑞投资有限公司
公司印章并由合法授权人

见证人：

签署



赖元潘

深圳市嘉进隆实业发展有限公司
公司印章并
由合法授权人

见证人：

签署



张鸿杰

由张鸿杰先生
签署
见证人：

)
)
)

张鸿杰

由陈辉鹏先生
签署
见证人：

)
)
)

陈辉鹏

附件 1

目标公司之资料

公司名称	:	深圳市嘉进隆实业发展有限公司
地址	:	深圳市南山区南头关口二路智恒产业园29栋2楼201
成立地	:	中国
成立日期	:	2003年5月6日
统一社会信用代码	:	91440300748898068T
法定代表人	:	张鸿杰
股东	:	张鸿杰 (50%) 陈辉鹏 (50%)
注册资本	:	人民币1,000,000元
已认购注册资股本	:	张鸿杰持有人民币500,000元 (50%) 陈辉鹏持有人民币500,000元 (50%)
抵押、担保、资产查封或冻结	:	没有
股权质押	:	没有
其它已发行的证券（包括员工购股权、可换股债券、票据或其它可转换为目标公司股权的证券）	:	没有
业务	:	经营嘉进隆汽车城

附件2

保证

保证方谨此共同及个别地、无条件地及不可撤回地向投资方作出如下的声明、保证及承诺，所有在附件2中列出或包含在本协议内的声明及事实陈述于本协议签订日以及（除另有明确约定保证日期外）直至完成的所有时间在各方面均为真实及准确。

1. 一般事项

- 1.1 本协议附件1的资料在本协议签订日在各方面均为真实、准确及完整。
- 1.2 赋予股东一般权力选出董事、监事、总经理或受托人的目标公司之注册资本、股权权益或其它拥有权权益并无任何产权负担，亦与所有附带的权利及享有权一并持有。目标公司没有同意发行或配发任何证券或其它拥有权权益。
- 1.3 目标公司没有任何附属公司或关联公司。
- 1.4 除本协议项下的交易安排外，目标公司现在及在完成时将不会成为任何法人团体、合伙业务、合资/合营企业或任何其它资本之任何股份、股权权益、其它证券权益的拥有人或登记持有人，不论该些法人团体、合伙业务、合资企业或资本在何地注册或成立，亦不会直接或间接于该等法人团体、合伙业务、合资/合营企业或资本拥有任何权益。
- 1.5 目标公司除业务以外，没有任何其它业务、投资或权益。

2. 符合法律要求

- 2.1 目标公司已妥当及适当地遵守相关法律下所有关于公司或其它文件送交备案或注册之要求。
- 2.2 目标公司的股东名册均为正确，就保证方所知悉，目标公司没有接获任何更正股东名册的申请或要求，亦没有出现或发生任何可能引起更正该等名册的申请或要求之情况。
- 2.3
 - (a) 目标公司没有违反或不遵守任何适用的法律、规则或规例，亦无受到任何中国、香港或任何地方的任何法定或监管机构调查、查询、谴责或质询。
 - (b) 目标公司已在所有方面遵守所有适用的法律、规则或规例，及已遵守和已取得所有规限其业务需要的营运许可，并于完成前已遵守有关其身为合约方的任何交易或关于业务的所有法律或监管要求。

- (c) 根据营运许可或任何其它适用的法律、规则或规例，所有目标公司须于中国或别处任何其它相关机构备案的申报表、详情、决议或文件已妥善备案并在所有方面均正确及准确。
- (d) 目标公司有十足权力、资格和法定权利拥有其资产及在目前经营业务的司法管辖区内经营业务。
- (e) 目标公司，无论自身或通过他人，没有：
 - (i) 违反任何约束或限制目标公司的法律、规则和规例，或其章程、任何法规附例之条文，或其身为合约方的契据、协议或许可之条文，或目标公司给予的任何产权负担或契诺；
 - (ii) 签订、同意参与任何尚未完成，以及因越权、无效、非法或其它合约方可使无效而不可或可能不可执行的交易。

3. 股份、股权利益和认股权

- 3.1 在本协议签订日，每一位保证方均有十足权力签订本协议、履行本协议下的责任和履行本协议项下拟进行之交易。
- 3.2 目标公司有良好和充分权力按照本协议完成本次增资。
- 3.3 新增注册资本现在以及在完成日期将不受任何产权负担、衡平法权益、申索或任何不利的权益之影响。
- 3.4 目标公司任何注册资本、股权或借贷资本之任何部份并无受任何产权负担影响，且无协议或承诺给予或产生上述产权负担，亦无权利享有上述产权负担的人提出任何未被完全免除或了结的申索。
- 3.5 除本协议外，没有任何尚未履行的购股权、期权、衍生工具、协议或承诺可要求目标公司配发或发行任何注册资本、股权、股份、其它证券或债券的权益，或给予任何人要求目标公司配发或发行上述股权或权益的权利。

4. 公司事务

- 4.1 目标公司已根据其成立地方之法律妥善及合法地成立或组成，并合法地存在。
- 4.2 以目标公司为受益人或由目标公司产生的产权负担均已（如适用）按照相关法律、规则或规例于相关注册处或机构注册、登记或备案。
- 4.3 目标公司管有、保管或控制：-

(a) 所有身为合约方的重大协议之已签订本；

(b) 由其所拥有或应由其保管的所有其它重大性质的文件。

4.4 向投资方所提供的目标公司的章程或其他目标公司文件为真实、准确及完整，且现在没有或在本协议签订日后将不会有任何更改。

5. 账目

5.1 管理账目：

(a) 根据目标公司营运的司法管辖区的所有适用的法律以及普遍采纳的会计原则或适用的财务报告原则和惯例(包括所有适用的会计实务准则)准备；

(b) 是真实及公平的，并就任何已确定的负债(包括股息或其它溢利分配)作出全面拨备，包括但不限于关于诉讼的有限度扣除额、就第三方针对目标公司提出的所有申索，若可能不包含在保险单的保障内，作出恰当及足够的拨备、为所有延迟、有争议或待确定的负债作出恰当及足够的拨备(或按照标准会计惯例附上批注)、为目标公司于管理账目日的所有资本承诺作出恰当和足够的拨备以及为管理账目日或之前任何时期的所有税务作出的拨备和储备(如有)均为恰当和足够；

(c) 为目标公司于管理账目日的事务状况、财政和商业状况，以及截至管理账目日止的财政期的业绩提供真实及公平的意见；

(d) 已正确记录目标公司于管理账目日拥有的资产，而所采用的折旧率对目标公司的每一项固定资产在预计寿命后折余至零均为合适；

(e) 已经真实地披露目标公司的全部负债(不论真实、可能或或然负债)；

(f) 已经真实地披露全部可能对目标公司价值有影响的事项；

(g) 对固定资产采用与过往账目相同的折旧基准；

(h) 没有受任何不寻常、例外、特殊或非经常性的项目不利影响，而亦没有任何不寻常、例外、特殊或非经常性的项目于管理账目内披露。

5.2 自管理账目日起：—

- (a) 目标公司没有订立不寻常或特殊的合同或受到长期或繁苛的承诺所约束，且没有收购或出售固定或长期资产或没有签订任何有相同效果的重大合约；
- (b) 目标公司没有借入或借出尚未归还的款项，或增加任何负债（无论有无抵押品）或招致或订立任何其它负债；
- (c) 没有第三方变为有权终止任何重大合约，或目标公司所享用的重大利益，或于正常到期日前要求偿还任何款项或债务；
- (d) 目标公司没有在其全部或部份资产上授予或设定任何产权负担或其它财务服务、财务租赁、租购承诺或其它债务，令其受到可能于本协议签订日后持续的预期或待确定的债务约束；
- (e) 业务以正常及一般营运中及与以前同一方式（包括性质及范围）经营；业务没有任何一部份在重大方面受非寻常的因素影响；
- (f) 没有任何固定资产的账面价值被提高亦没有任何债项被勾销，而目标公司的资产没有被任何人的非法行为耗尽；
- (g) 目标公司按照在业务的日常运作中经已到期及应支付的信贷期限，以及按照其经营业务的市场之普遍接受的交易惯例，就所有其债务支付债权人，而且没有任何重大款项逾期未付。目标公司没有就在非正常商业关系下签订的交易向任何人付款；
- (h) 目标公司之商业前景、财政状况和业务并没有因自经管理账目日出现的任何事件或情况受到任何重大不利影响，而预计在可见的将来该等重大不利影响并不会发生在目标公司身上；
- (i) 除日常业务运作外，目标公司并没有作出重大资本开支，亦没有签订任何协议、安排或承诺作出上述支出；
- (j) 目标公司没有持有任何对授予人无效或无法强制执行的产权负担；及
- (k) 目标公司没有经已发行或偿还或同意发行或偿还任何股份、股权利益或借贷资本。

5.3 管理账目内的所有数据及资料均为真实及正确。

5.4 目标公司的账目、底账和其它财政记录（包括但不限于法定和会计记录），不论任何种类：－

- (a) 现在及将来均由其管有；

- (b) 经已及将会妥善和准确记录；
- (c) 现在及将来均不会有任何种类的重大不准确或差异；
- (d) 现在及在送达后真实及公平反映其商业交易、财政、合约和商业状况、资产及负债、债务人和债权人；和
- (e) 现在经已及在将来按照有关法律、普遍采纳的会计原则或适用的财务报告原则妥善记录和保存。

6. 业务

- 6.1 目标公司业务的经营均在权限以内，只在目标公司名下经营，没有侵犯任何人的拥有人权利或权益，没有责任缴付专利权费用或其它类似费用，而该等业务或活动没有违反任何中国、香港或其它地方之法律或第三方权益。
- 6.2 目标公司已取得所有需要的营运许可（无论由公营或私营机构发出），使其可以以现行业务经营的方式在目标公司营运的地方，拥有其资产和有效地经营业务，而上述营运许可有十足效力及作用，营运许可的条款有效及具约束力。没有出现任何可能引致违反任何该等营运许可的条款和条件的情况，而目标公司没有作出任何行为可能会导致、引起或引致暂停、终止、撤销或取消该等营运许可、或可能会影响该等营运许可继续生效、续期或重新发出。营运许可没有任何修改、变更或转变，或建议的修改、变更或转变。
- 6.3 目标公司没有违反该等营运许可的任何条款（包括该些营运许可关于作出申报、报告或提供资料的要求）。保证方并无得知，或在作出合理查询后应该知悉下亦不知道任何可能会令任何该等营运许可无效或使任何该等营运许可被没收、修改。
- 6.4 目标公司没有就任何其服务作出任何声明、保证或其它条款（不论明示或隐含）（法律要求除外），没有任何因维持或更换该等服务的出售条款而有尚未清缴的重大负债（包括待确定的负债）。
- 6.5 目标公司没有（除业务的通常运作中以及受到保密责任所限）披露、同意披露或授权披露任何关于业务的供货商、客户、商业秘密或机密资料，而上述各项资料均以书面或其它合适方式完整及妥善记录，在任何方面均没有不正确、不完整或不合适。
- 6.6 除委托管理协议约定外，目标公司的业务均只是由其负责人员和雇员管理，没有其它人有权力约束负责人员和雇员在通常和显然的职责期间之行为。

- 6.7 目标公司向任何第三方负责的所有重大未完成的责任在每一个案经已妥为履行及解除，目标公司不需为此付出更多代价和负上更多责任。
- 6.8 没有由目标公司给予的授权书依然生效，而目标公司没有授予任何惠及任何第三方的授权书。
- 6.9 没有任何依然有效的协议或授权（明示或隐含）给予第三方代表目标公司签订任何协议或承诺去做任何事、或给予任何人其它表代、代理的权利或权力。
- 6.10 任何需按法例法规披露的交易经已取得董事会/法人代表的批准，没有任何没有披露或没有授权的重大交易、承诺或磋商经已或将会由目标公司或其董事或授权代表代表目标公司订立或同意订立。
- 6.11 现在及一直以来均没有目标公司身为合约方、而保证方或与其有联系者或目标公司的董事或与该等董事的有联系者现在或曾经直接或间接占有利益的重大合约或安排。
- 6.12 没有待决的重大法律、行政、仲裁或其它程序挑战业务或目标公司的其它业务经营和运作之有效性，目标公司亦没受到上述程序的威胁。

7. 财务事项

- 7.1 除已在管理账目披露的项目外，没有任何重大款项应收或应付予（i）原股东；（ii）第三方关于任何到期但未付的借贷/欠债或信贷；（iii）任何银行或财务机构，去达至目标公司于完成时没有任何已过期而尚未清缴的银行贷款和应付予原股东的款项，而任何达到相同效果原股东需要分担或促使分担的金额。而任何在完成后之后发现目标公司所欠或应付予上述第（i）及（iii）类人的款项，在每一个个案，将不可以向目标公司追索。
- 7.2 除已在管理账目中披露的项目外，目标公司并无任何没有向投资方披露的尚未偿还的重大负债。

8. 资产和设备

- 8.1 在管理账目中所记录的目标公司的资产，包括所有继续营运业务需要的设备、计算机硬件、软件和数据库，在所有重大方面状况合理良好和安全及可运作（正常损耗除外），并有经常和妥善保养。
- 8.2 在管理账目中所包括的资产以及目标公司拥有的所有资产：
- （a） 由目标公司法律和实益拥有，没有任何产权负担、重大租购协议或延迟付款或其他任何有关产权的协议；

(b) 在目标公司的保管和控制下；

(c) 构成目标公司拥有的所有重大资产、物业和权利或构成所有它们为营运或继续其相应业务所使用或需要资产、物业和权利。

8.3 目标公司拥有的任何机器及设备或对用于生产的机器及设备(统称“机器”)拥有良好的产权，不受任何索赔、抵押、留置权、租赁协议、租约、承诺、限制、条件或其它协议的影响；目标公司对机器享有独占及不受限制的拥有权。

8.4 每一机器的产权均由目标公司拥有及控制的产权文件适当地构成，并可予以追查。

8.5 所有办公室家具和设备的状况良好并可在目标公司的通常业务经营中使用或出售。

8.6 所有应付予目标公司的债务款项（扣除在管理账目中为呆坏账作出的任何拨备和储备的金额）可在一般情况下大致上收回。

8.7 目标公司没有拥有或同意购买任何企业的股票、股权利益或债券或任何其它证券。

9. 保险

9.1 根据保证方所知，目标公司已经购买法律法规要求的保险，目标公司没有任何按法律法规要求需要购买而没有购买的保险。

10. 税务

10.1 目标公司均已按照所有有关法律要求在所有方面遵守关于税务的登记或通知要求。

10.2 目标公司已：

(a) 在完成日期付清所有到期的税务；

(b) 采取所有需要的步骤去取得可得到的税务退回或税收减免。

10.3 所有关于目标公司就税务而言在中国、香港或其它地方需要作出的申报、通知、文件、计算和付款经已妥为作出，而所有上述的申报、通知、文件、计算和付款均为直至最近期、正确和基于合适基准，并且与任何相关税务机关没有争议。

10.4 在管理账目内的所有拨备（如有）足够涵盖所有目标公司于完成日期或以前完结的时期在之前或其后任何时间需要或可能需要承担的税务。

10.5 目标公司并无与任何税务机构有争议，而在保证方并无不知道任何未了结或被威胁的争议。

10.6 (a) 目标公司没有在完成日期或之前发生的税务事件而需缴付税款，不论该等税款是否可向其它人收取或可归因于其它人。

(b) 目标公司没有责任缴付一些原本不需缴付的税务，但该等税款却因在完成日期或之前发生的税务事件引致失去、减少、更改或取消某些税务减免而变成需要缴付，该等税务减免在管理账目中显示为资产、或在管理账目的备注中提及、或在计算（或因此减少）在管理账目的任何拨备（不论是否为延迟税款）中考虑到、或导致没有在完成日期或之前发生的税务事件而导致失去、减少、抵销或取消任何税务退回的权利，就10.6(b)而言会被视为目标公司因发生税务事件而需要缴付的税款。

(c) 目标公司在于完成日期或之前设定的产权负担下没有责任缴付税务。

10.7 段落10.6并不适用于以下所限的缴付税款责任：

(a) 目标公司日常业务运作而产生该缴纳的税费；

(b) 在管理账目为该等税款作出特定拨备，而目标公司经已履行该税款责任；

(c) 该责任的出现只是因为管理账目中为该责任所作的拨备或储备由于在完成日期后公布具追溯力的任何税款比率增加而变为不足；

(d) 在完成日期后生效且具追溯力的法例令到该责任出现。

10.8 目标公司的财务制度、账簿、凭证和发票的管理和使用、纳税申报均符合中国财政税收法律法规的要求，不存在重大欠税、迟缴税款、偷漏逃税、骗税等任何违反税收法规并导致对目标公司造成重大不利影响的情形，不存在潜在的对目标公司持续经营造成障碍的税务处罚情形。

11. 雇佣安排

11.1 目标公司没有对任何收入超过人民币50,000元的前度雇员负上违反服务合约、不当解雇或不公平解雇的赔偿、支付薪金、工资、退休金、恩恤金、约满酬金、长期服务金、花红或任何其它款项的责任（不论实际或待确定、不

论目标公司公是否提出争议)。对于收入超过人民币50,000元的前度雇员，向任何政府部门、退休金基金、计划或信托或任何其它人缴付的税款、征费、分担款项或付款，全都经已履行，亦没有任何争议。

11.2 除非本协议另有约定，在完成日期之前，目标公司的董事、监事、高级管理人员不存在因本协议项下的交易而辞职或打算辞职，也没有雇员和高级管理人员提出通知终止其劳动合同，或被通知解雇。

11.3 目标公司均已遵守了中国法律有关于劳动管理的全部规定，没有因违反劳动管理、劳动用工、社会保险和住房公积金缴纳方面的法律、法规而受到劳动管理部门的重大行政处罚之情形。

12. 土地物业和租约

12.1 所有授予目标公司的委托管理、租赁和租权及所有委托管理、租赁和租权的协议均已披露，而租赁/委托管理条款是由愿意的业主/委托人与愿意的租客、受托方以基于各自独立的利益的条件按照完全的市值租金/委托管理费(授予租赁/委托管理或租权/管理经营权当时，或授予租赁/委托管理或租权/委托管理协议当时，视属何种情况而定)决定，所有相关协议均有效签署并合法成立，对该等协议的各方具有约束力并具有完全的效力，不存在目标公司对任何该等协议或合同持续的重大违反或不履行，且目标公司未从合同相对方处收到终止、撤销该等合同或有关其项下违约的任何的通知。

12.2 该土地及该物业使用权的取得均合法合规。没有任何与该土地或该物业有关及将要取得任何有关规划或建设规例或任何其它有关法例的同意的开发建设已经进行，也没有未适当取得这些同意便进行开发建设。

12.3 根据适用法律和政府储备用地委托管理协议及政府储备用地委托管理补充协议，以及其他与目标公司合法依约使用该土地及物业相关的协议或文件下需由目标公司就使用该土地及物业所支付的租金/管理费(无论以任何形式)均已按时足额支付，没有出现违约情形。

12.4 目标公司与安乐联队就该土地和该物业签署协议约定安乐联队不参与嘉进隆汽车城的运营，嘉进隆汽车城由目标公司独立负责管理运营，安乐联队未就且不会就嘉进隆汽车城的运营、管理、租金收入提起任何主张或申索。

12.5 该物业为临时建筑，但无任何政府部门针对目标公司对该物业的管理运营和使用提起任何主张或申索或预计将提起任何主张或申索。

12.6 目标公司对使用该土地及该物业在所有重大方面符合中国国家产业政策和有关环境保护、土地管理等法律和行政法规的规定；该土地及该物业上不存在任何产权负担。

- 12.7 任何关于或影响该土地或该物业或构成土地物业或其任何部分的房屋或结构均没有在结构或其它材料上出现重大缺陷。所有这些房屋的保养及状况均实质良好。
- 12.8 除已在管理账目披露的项目外，目标公司在完成前，并无授予、同意授予、将会授予或将会同意授予有关该土地或该物业的任何租约或许可；目标公司并无以任何形式分割或同意分割土地物业全部或任何部份的拥有权；目标公司亦无意在标的完成前进行分割。
- 12.9 目标公司在委托经营及租赁期间一直按时缴付全部租赁该土地及该物业的租金、水、电及其他费用。目标公司确认在完成日期将没有任何关于该土地及该物业到期支付而尚未支付的租金、水、电及其他费用。

13. 贷款

- 13.1 目标公司没有任何债权证。
- 13.2 目标公司没有尚欠承兑信用证、透支、贷款或其它财务服务。
- 13.3 目标公司没有任何重大贷款借予其股东或员工。
- 13.4 目标公司没有让售任何应收账款或从事任何一种并不需要在管理账目显示或反映的金融或财务活动。
- 13.5 除已于管理账目记录外，目标公司没有任何尚未清偿的债务或产权负担、或已设定、已同意或准许设定任何尚未清偿债务或产权负担。
- 13.6 目标公司所借的金额（根据相关文书或文件决定）并没有超过任何于章程或其它相等之章程性文件、或于任何其它具约束力的债权证、契据或文件所规定中的借款限制。
- 13.7 目标公司没有尚欠的负债因为目标公司的失责而变成需要在到期日前偿还。没有失责事件发生或联同时效失去、履行条件或通知一起将可能令负债变成需要在到期日前偿还的正在等待的失责事件发生。
- 13.8 没有任何由保证方所欠或应付予任何目标公司尚欠的贷款、债项或放款，反之亦然。
- 13.9 目标公司没有任何尚欠的股东贷款。

14. 诉讼

- 14.1 除案号为（2019）粤0305民初10684号的争议事项以外，目标公司无身为任何诉讼、仲裁、检控、其它法定、监管或政府组织的法律、合约或专业纪律程序、聆讯或谴责、任何争议、任何调查的对象、未决的申索、任何设于目标公司经营业务地方之机关的投诉或警告中的一方。不论是由目标公司自身提出或向目标公司提出，目标公司没有待决的或面临威胁的任何诉讼、仲裁、检控、其它法律、合约或专业纪律程序或调查。亦没有会导致任何该等程序、调查、聆讯、任何争议或任何付款的存续的事实或情形出现。亦无任何对目标公司尚未实践或履行之判决或法庭命令。
- 14.2 目标公司在其设立日至完成日期之前未受中国任一政府主管部门作出的可能对目标公司持续经营造成重大障碍的行政处罚，目标公司与任一政府部门之间不存在任何的纠纷。
- 14.3 就保险并无提供全面保障之任何意外或受伤方面，概无由雇员或工人或第三者向目标公司提出尚未了结或面临威胁或足以发生之任何索偿。
- 14.4 目标公司或其任何雇员在雇用期间概无触犯任何刑事罪或严重违反合约或法定义务或任何侵权或其他不法行为，以致严重影响或其有关业务。

15. 合约和承诺

- 15.1 自管理账目日，目标公司以正常及一般营运中经营业务。除本协议提及或预期外，目标公司自管理账目日期起没有订立任何交易或招致任何重大债务，在每日业务的正常营运中按照一般商务条款以及正常商业关系为所有价值除外。
- 15.2 除因日常业务运作而产生的银行贷款外，目标公司没有收到按照任何实时还款的借款协议（或借款性质的负债）所发出的任何正式或非正式的还款通知。
- 15.3 在重大合约或安排下没有任何需向目标公司负责的一方有失责，该失责须为在目标公司的财务、商业情况或业务方面重大的失责，亦没有出现可能引起该等失责的情况。
- 15.4 目标公司没有：
- (a) 在身为订约方的任何重大合约或安排、或其它约束它的任何责任或限制下失责；
 - (b) 需要为任何声明或保证（不论明示或隐含）负上有重大不利影响的责任。

- 15.5 目标公司没有任何非按照一般商务条款订立的尚未履行的合约、参与或责任，不论是否附条件或具争议的，经已于管理账目记录或在目标公司的每日正常业务营运中订立的除外。
- 15.6 对于目标公司，没有
- (a) 因签订或完成本协议可能或将会被合法终止的合约安排；
 - (b) 依然生效授予或惠及第三方的授权书，授权任何人代表目标公司在非正常业务营运中签订任何协议或做任何事情；
 - (c) 签订不按照正常商业关系商讨的重大合约和安排；
 - (d) 不寻常、长期性质的合约，或合约涉及的责任之性质和严重性需要特别注意或不能够在无不合理或不寻常的开支或行为下准时实践或履行；
 - (e) 目标公司与原股东或与原股东有联系者之间的合约或安排。
- 15.7 目标公司没有身为订约方的合约或安排随着签订或完成本协议需要于任何机关或政府部门登记或备案。
- 15.8 在完成时，将不会有目标公司与原股东之间的尚未履行的重大合约、责任或承担。
- 15.9 除日常业务运作外，目标公司没有与其它人签订或存在重大及尚未履行的合约。

16. 知识产权

- 16.1 目标公司拥有的知识产权构成在业务或目标公司所有经营业务的领域中需要或使用的所有重要的知识产权，全部均为有效并有十足效力，并在有关目标公司或许可者的名下注册（如适用），且不需要于本协议签订日的三个月内续期或重新注册。
- 16.2 目标公司没有经已或必须就任何知识产权给予任何许可或转让，或向任何人披露或提供专门知识、商业机密、技术协助、机密资料或客户或供货商名单，而且并没有作出上述披露。
- 16.3 目标公司现行的每日正常业务营运并不会、或在过去任何时间没有侵犯任何第三方的知识产权、或导致需要支付任何佣金、专利权使用费或任何相似费用或需要在其业务范围内取得任何营运许可。

- 16.4 所有关于知识产权的拥有、注册、授予或续期或在业务中使用知识产权需要的费用经已实时支付或将会在合理的时间内支付，且没有任何可能导致知识产权的取消、撤销、没收、更改或强制许可、可能妨碍等待中的知识产权申请的有效授予或注册或按目标公司的知识产权许可申索损害赔偿或终止的情况。
- 16.5 没有任何事实、事情或情况将会或可能会：-
- (a) 令目标公司任何拥有或使用知识产权的权利无效或可使无效；
 - (b) 导致目标公司拥有或使用的知识产权之批授或注册被撤销。
- 16.6 目标公司经已采取所有保护、保障、执行或维持其知识产权所需或有利的步骤和行动。
- 16.7 在任何时间均没有以下的申索：-
- (a) 目标公司在经营业务或业务和运作中使用的任何知识产权侵犯任何第三方的知识产权或涉及未经准许使用机密资料数据；
 - (b) 所有在目标公司名下注册或给予许可使用的全部或部份知识产权为无效、可被取消或罢免或不大可能会以现时方式授予。
- 16.8 目标公司使用或持有的知识产权没有出现第三方实际或威胁的侵犯(包括不当使用机密资料数据)或没有出现任何可能构成该等侵犯的事件。目标公司没有默许任何第三方非法使用该等知识产权。

17. 计算机系统和软件

- 17.1 目标公司使用或提供的所有软件(合称“软件”)和其它信息科技(包括但不限于任何硬件、网络、资料储存装置、接口设备和设备)(合称“硬件”)均为合法使用及均在所有方面对预期用途合适、有满意的质量、表现与其规格、用途或其它手册或文件相符、没有任何缺陷或特性会或可能会对其表现或其它软件、硬件或系统的表现有不利影响。目标公司没有在任何时间与任何人，就软件或硬件的性能、质量、或对用途的合适程度是否与其规格相符或任何人向目标公司提供的保证相符有任何争议。
- 17.2 目标公司经已采取所有合理步骤确保其使用或提供的软件没有受病毒影响，且没有任何理由相信任何病毒经已或将会接触该等软件。
- 17.3 目标公司已经设立安全程序防止非法进入、更改、破坏、使用其资料数据或任何第三方于其计算机系统储存的资料，且没有发生该等非法进入、更改、破坏或使用。

18. 破产

18.1 没有就目标公司的清算或清盘作出任何命令或通过任何决议，而目标公司没有尚未解决的：-

(a) 任何清算或清盘申请或命令；

(b) 目标公司全部或部份资产、事务或物业的接管；

(c) 任何清算或破产管理的申请或命令；

(d) 目标公司与任何债权人之间的自愿安排。

18.2 没有已知、或在作出合理调查后应知的情况令任何人有权向目标公司提出清算或清盘或破产管理的呈请或就目标公司全部或部份资产或事务委任接管人。

18.3 没有针对目标公司实施的扣押、行政或其它程序，或向目标公司采取行动从其管有中取回资产及货物管有权。

18.4 没有由目标公司设定的浮动担保经已确定，亦没有出现任何情况可能导致该等浮动担保确定。

18.5 目标公司不是或曾为任何一项交易之订约方，而该项交易可以在清算或清盘中成为无效。

18.6 目标公司未成立亦未拟成立清算委员会。

18.7 目标公司未与其债权人达成或没有拟达成为偿还目标公司债务的任何和解而对目标公司造成重大不利影响的情况。

18.8 不存在要求执行或拟执行目标公司的任何财产、资产和/或业务的全部或任何部分的具有法律效力的裁决，而对目标公司造成重大不利影响的情况。

19. 无合资/合营企业

19.1 目标公司没有成为或同意成为任何合资/合营企业、财团、合伙企业或其它非以有限公司形式成立的组织的成员；目标公司没有成为或同意成为任何分享佣金或其它收入的协议或安排的订约方。

20. 环境保护和安全

20.1 目标公司：(i) 在各重大方面均遵守与人身健康与安全保护、环境和有毒危险物

质或废弃物、污染物或致污物有关的所有法律、法规、指令、判决、许可、特许权、约定、限制或任何机构的任何其他准则、解释或指引（环保法律）；及(ii) 据该目标公司所知，不存在妨碍遵守上述法律从而可能产生重大不利变动的情况。

- 20.2 目标公司已按照中国法律的规定取得环境影响评估报告、环保竣工验收证明、排污许可证、排水许可证（如适用），未收到过相关环保部门的重大行政处罚。
- 20.3 目标公司无任何重大安全事故；亦未收到任何涉及目标公司安全方面违规事项或有关安全生产事故的书面通知、情况查询、传票或诉状，未受到任何与此相关的重大行政处罚，也不存在任何政府部门或其他主体未决的任何有关诉求或程序（亦不存在任何此类未决的调查或审查）。

21. 其它

- 21.1 所有由保证方向投资方或其授权代表、投资方律师、会计师或财务顾问根据本协议、与本协议有关联或其它于本协议内提供的档案、文件、数据及资料，在提供时在所有方面均为直至最近期、真实、准确和完整；于本协议签订日没有出现可能令到任何该等档案、文件、数据及资料在任何方面变为不真实、不准确、不完整或误导，或在合理预计下可能会影响投资方根据本协议条款认缴目标公司新增注册资本的决定之事实或事宜。目标公司谨此确认，已把所有重要事实向投资方披露，并没隐瞒任何事实，而该等事实是会影响投资方签订本协议的。